



March 19, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Local Government Grant** from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

and

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Land and Water Conservation Fund** grant from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

<b>Purpose/Outcomes</b>	NCPRD requests approval to apply for two (2) grants from the Oregon Parks and Recreation Department (OPRD) to complete development of Milwaukie Bay Park: the Local Government Grant Program (LGGP) and the Land and Water Conservation Fund (LWCF)
<b>Dollar Amount and Fiscal Impact</b>	The LGGP grant application seeks up to \$750,000 in funding and the LWCF grant application seeks up to \$1,000,000 in funding, both to match NCPRD funds. The total project cost is estimated at \$9,600,000.
<b>Funding Source</b>	Includes NCPRD System Develop Charges and NCPRD Local Share (Metro Bond 2019)
<b>Duration</b>	If awarded, grant funds are available for two years
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>• Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces</li> <li>• Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections</li> <li>• Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation</li> </ul>
<b>Previous Board Action</b>	N/A
<b>Counsel Review</b>	Board Orders reviewed and approved by County Counsel on March 9, 2020.
<b>Contact Person</b>	Heather Koch, NCPRD Senior Planner, 503-742-4354

**BACKGROUND:**

North Clackamas Parks & Recreation District, a division of Business & Community Services, is applying for two grants from the OPRD to help fund completion of Milwaukie Bay Park. Two Board Orders are provided as individual orders are needed for two separate grant applications.

NCPRD partnered with the City of Milwaukie ("City") in 2018-19 to develop a final design to complete three acres of undeveloped land at Milwaukie Bay Park. The design includes an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, a permanent alignment for the trolley trail, pathways, natural areas, public art and restrooms. NCPRD has also engaged a broad and diverse range of over 1,300 community members throughout the District, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan. NCPRD is partnering with the City to complete design and construction documents and construct the park. The City owns the park and NCPRD plans for, develops and manages the City's parks under an Intergovernmental Agreement. For construction planned in 2021, NCPRD is seeking up to \$750,000 in OPRD LGGP funding and up to \$1,000,000 in OPRD LWCF funding. NCPRD matching funds for this grant will be provided through System Development Charges and NCPRD Local Share from the 2019 Metro Parks and Nature Bond. Each grant application requests funding for discrete applicable portions of the full project, and will be combined with other local funds and grant funds to achieve full funding for the project.

A Clackamas County Grant Life Cycle Process Form has been completed and approved by the County Administrator and is attached.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the following:

- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Local Government Grant Program application.
- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Land and Water Conservation Fund application.

**ATTACHMENTS:**

1. Resolution Authorizing NCPRD to Apply for a Local Government Grant
2. Resolution Authorizing NCPRD to Apply for a Land and Water Conservation Fund grant
3. Grant Life Cycle Process Forms

Respectfully submitted,



Laura Zentner, Director  
Business and Community Services

**In the Matter of authorizing the North  
Clackamas Parks and Recreation District  
to apply for a Local Government Grant  
from the Oregon Parks and Recreation  
Department for development of  
Milwaukie Bay Park**

Order No. \_\_\_\_\_

**Whereas**, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the Local Government Grant Program; and

**Whereas**, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

**Whereas**, Milwaukie Bay Park is a park in downtown Milwaukie owned by the City of Milwaukie (“City”) and operated and maintained by NCPRD in accordance with an approved Intergovernmental Agreement that also states that NCPRD may undertake improvements to parks under the jurisdiction of the City; and

**Whereas**, the NCPRD Advisory Board and the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, have identified completion of the Special Use Park (formerly “Riverfront Park”) providing District-wide service as “Priority 1” in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan; and

**Whereas**, the City approved a 2010 Master Plan for the park, led two initial phases of the park’s development, and approved plans calling for its completion, including the Downtown and Riverfront Landuse Framework Plan (2015) and the Milwaukie Vision Action Plan (2017); and

**Whereas**, NCPRD and the City have worked together to revise the City-approved 2010 Master Plan with the April 2019 100% Final Schematic Design to complete the park; and

**Whereas**, the full project includes development of approximately three acres that remain undeveloped on the nearly seven-acre park site. The major improvements designed include: permanent alignment on site for the regional multi-use Trolley Trail; ADA-compliant access throughout the site; amphitheater and stage; nature play area; interactive water feature; plaza with picnic terrace; pathways; plantings and natural areas; public art; and restrooms; and

**Whereas**, the grant application requests funding for discrete applicable portions of this work, and will be combined with other local funds and grant funds;

**Whereas**, NCPRD has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

**Whereas**, NCPRD will provide adequate funding for ongoing operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the OPRD for development of Milwaukie Bay Park and does hereby authorize NCPRD to apply for approximately \$750,000 for site improvements; as specified above.

DATED this \_\_\_\_\_ day of March 2020

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Local Government Grant** from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

and

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Land and Water Conservation Fund** grant from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

<b>Purpose/Outcomes</b>	NCPRD requests approval to apply for two (2) grants from the Oregon Parks and Recreation Department (OPRD) to complete development of Milwaukie Bay Park: the Local Government Grant Program (LGGP) and the Land and Water Conservation Fund (LWCF)
<b>Dollar Amount and Fiscal Impact</b>	The LGGP grant application seeks up to \$750,000 in funding and the LWCF grant application seeks up to \$1,000,000 in funding, both to match NCPRD funds. The total project cost is estimated at \$9,600,000.
<b>Funding Source</b>	Includes NCPRD System Develop Charges and NCPRD Local Share (Metro Bond 2019)
<b>Duration</b>	If awarded, grant funds are available for two years
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>• Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces</li> <li>• Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections</li> <li>• Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation</li> </ul>
<b>Previous Board Action</b>	N/A
<b>Counsel Review</b>	Board Orders reviewed and approved by County Counsel on March 9, 2020.
<b>Contact Person</b>	Heather Koch, NCPRD Senior Planner, 503-742-4354

**BACKGROUND:**

North Clackamas Parks & Recreation District, a division of Business & Community Services, is applying for two grants from the OPRD to help fund completion of Milwaukie Bay Park. Two Board Orders are provided as individual orders are needed for two separate grant applications.

NCPRD partnered with the City of Milwaukie ("City") in 2018-19 to develop a final design to complete three acres of undeveloped land at Milwaukie Bay Park. The design includes an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, a permanent alignment for the trolley trail, pathways, natural areas, public art and restrooms. NCPRD has also engaged a broad and diverse range of over 1,300 community members throughout the District, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan. NCPRD is partnering with the City to complete design and construction documents and construct the park. The City owns the park and NCPRD plans for, develops and manages the City's parks under an Intergovernmental Agreement. For construction planned in 2021, NCPRD is seeking up to \$750,000 in OPRD LGGP funding and up to \$1,000,000 in OPRD LWCF funding. NCPRD matching funds for this grant will be provided through System Development Charges and NCPRD Local Share from the 2019 Metro Parks and Nature Bond. Each grant application requests funding for discrete applicable portions of the full project, and will be combined with other local funds and grant funds to achieve full funding for the project.

A Clackamas County Grant Life Cycle Process Form has been completed and approved by the County Administrator and is attached.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the following:

- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Local Government Grant Program application.
- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Land and Water Conservation Fund application.

**ATTACHMENTS:**

1. Resolution Authorizing NCPRD to Apply for a Local Government Grant
2. Resolution Authorizing NCPRD to Apply for a Land and Water Conservation Fund grant
3. Grant Life Cycle Process Forms

Respectfully submitted,



Laura Zentner, Director  
Business and Community Services

**In the Matter of authorizing the North  
Clackamas Parks and Recreation District  
to apply for a Land and Water  
Conservation Fund Grant from the Oregon  
Parks and Recreation Department for  
development of Milwaukie Bay Park**

Order No. \_\_\_\_\_

**Whereas**, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the Land and Water Conservation Fund Grant Program; and

**Whereas**, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

**Whereas**, Milwaukie Bay Park is a park in downtown Milwaukie owned by the City of Milwaukie (“City”) and operated and maintained by NCPRD in accordance with an approved Intergovernmental Agreement that also states that NCPRD may undertake improvements to parks under the jurisdiction of the City; and

**Whereas**, the NCPRD Advisory Board and the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, have identified completion of the Special Use Park (formerly “Riverfront Park”) providing District-wide service as “Priority 1” in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan; and

**Whereas**, the City approved a 2010 Master Plan for the park, led two initial phases of the park’s development, and approved plans calling for its completion, including the Downtown and Riverfront Landuse Framework Plan (2015) and the Milwaukie Vision Action Plan (2017); and

**Whereas**, NCPRD and the City have worked together to revise the City-approved 2010 Master Plan with the April 2019 100% Final Schematic Design to complete the park; and

**Whereas**, the full project includes development of approximately three acres that remain undeveloped on the nearly seven-acre park site. The major improvements designed include: permanent alignment on site for the regional multi-use Trolley Trail; ADA-compliant access throughout the site; amphitheater and stage; nature play area; interactive water feature; plaza with picnic terrace; pathways; plantings and natural areas; public art; and restrooms; and

**Whereas**, the grant application requests funding for discrete applicable portions of this work, and will be combined with other local funds and grant funds;

**Whereas**, NCPRD has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

**Whereas**, NCPRD will provide adequate funding for ongoing operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the OPRD for development of Milwaukie Bay Park and does hereby authorize NCPRD to apply for approximately \$1,000,000 for site improvements; as specified above.

DATED this \_\_\_\_\_ day of March 2020

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

---

Chair

---

Recording Secretary





**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and Oregon City School District (OCSD) for the Development and Ongoing Provision of Park Facilities at Jennings Lodge Elementary School

<b>Purpose/Outcomes</b>	Approve IGA between NCPRD and OCSD to provide a new neighborhood park in the Jennings Lodge area
<b>Dollar Amount and Fiscal Impact</b>	Future park maintenance: \$14,000/year after construction is complete
<b>Funding Source</b>	Future park construction potential funds: Zone 2 System Development Charges, General Fund, Hood View Proceeds, and/or Grants
<b>Duration</b>	20 years
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>• Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces</li> <li>• Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections</li> <li>• Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation</li> </ul>
<b>Previous Board Action</b>	-12/18/18 Policy Session -On 3/12/2020 NCPRD District Advisory Board recommended the BCC, acting as NCPRD Board, approve the IGA
<b>Counsel Review</b>	This IGA has been reviewed and approved by County Counsel on October 7, 2019
<b>Contact Person</b>	Scott Archer, NCPRD Director 503-742-4221 Kathryn Krygier, NCPRD Planning & Development Mgr 503-742-4358

**BACKGROUND:**

North Clackamas Parks and Recreation District, a division of Business and Community Services (BCS), wishes to work cooperatively with the Oregon City School District to develop a neighborhood park in the Jennings Lodge area through an Intergovernmental Agreement (IGA). The park and associated amenities would be developed by NCPRD on land owned by OCSD at Jennings Lodge Elementary School, located at 18521 SE River Road, Oak Grove, OR 97267.

NCPRD’s adopted Parks and Recreation Master Plan (2004 Master Plan) identifies the need for additional neighborhood park opportunities in the portion of the District where Jennings Lodge

Elementary School is located. In addition, the 2004 Master Plan identifies this as a priority one project. This IGA and future park helps to address this issue.

The OCSD-owned Jennings Lodge School property is currently underutilized. NCPRD has identified the need to develop a neighborhood park in this area, but has not been able to identify available property for this purpose. OCSD lacks resources to improve the school property beyond its current condition for school and community uses. Thus, this IGA would address common needs of two public agencies serving the same community for a creative solution to this complex problem.

The partnership would allow for the improved open space to continue to be utilized by OCSD during regular school hours and for other school-related activities as needed. During non-school hours, the improved open space would be utilized as a neighborhood park for the surrounding community. The land would continue to be owned by the school district. If executed, the partnership would last for a minimum of 20 years, if not longer.

The scope of a potential project, including specific amenities, layout, size and all other design considerations would be determined through a community-based master planning process to be led by NCPRD in partnership with OCSD. This process could begin in Fiscal Years 2020-2021.

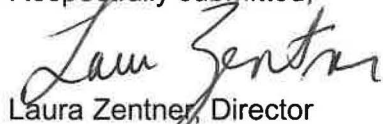
**RECOMMENDATION:**

On March 12, 2020 the NCPRD District Advisory Board recommended the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and Oregon City School District (OCSD) for the Development and Ongoing Provision of Park facilities at Jennings Lodge Elementary School.

**ATTACHMENTS:**

1. Intergovernmental Agreement

Respectfully submitted,



Laura Zentner, Director  
Business and Community Services

**Intergovernmental Agreement between  
Oregon City School District and  
North Clackamas Parks and Recreation District  
for the Development and Ongoing Provision of Park Facilities at  
Jennings Lodge Elementary School**

This Intergovernmental Agreement (“**Agreement**”) is made effective as set forth below, between North Clackamas Parks and Recreation District (“**NCPRD**”), and Oregon City School District No. 62 (“**OCSD**”). NCPRD and OCSD are each referred to as a “**Party**” and, collectively, as the “**Parties.**”

**AGREEMENT**

**I. Purpose**

OCSD and NCPRD wish to cooperatively develop a neighborhood park and associated amenities on land owned by OCSD at Jennings Lodge Elementary School to benefit school district and community-based programs. NCPRD’s adopted ***Parks and Recreation Master Plan (2004)*** and ***Revised Draft Master Plan (2015)*** identify the need for additional neighborhood park opportunities in the portion of the District which Jennings Lodge Elementary School resides. Due to limited available open space in this area, NCPRD has been unable to accomplish this identified need. OCSD owns school property shown on Exhibit A (“**Property**”). A portion of the Property is underutilized for school and community uses due to its unimproved condition. NCPRD has identified funding sources to develop a neighborhood park in this area, but does not have available property. OCSD lacks resources to improve this area for school and community uses. Therefore, this Agreement will combine needs and resources of two public agencies serving the same community for a creative and positive solution that each party would be otherwise limited to accomplish.

**II. Property**

This Agreement applies to approximately 2.13 acres of undeveloped OCSD-owned property (the “**Project Area**”) at Jennings Lodge Elementary School, located at 18521 SE River Road, Oak Grove, OR 97267, as shown on the attached Exhibit A (the “**Property and Project Area Map**”).

**III. Project Description**

NCPRD will develop neighborhood park amenities within the Project Area as shown on the attached Exhibit A (the “**Property and Project Area Map**”). The Final Project scope, including specific amenities, layout, size, and all other design specifications shall be determined through development of a community-based master planning and design process to be led by NCPRD in partnership with OCSD. Final and all earlier iterations of planned improvements as part of the Project (master plan) shall be subject to OCSD approval.

The Project may include, but is not limited to, grading, drainage, importation of top soil, installation of irrigation with a computerized central control system, installation of water and electric infrastructure to site, fencing, walkways, play structures, fixtures and other amenities related to development of a neighborhood park.

#### **IV. Responsibilities**

1. OCSD will be responsible to:

Make the Project Area available to NCPRD for community use during non-school use hours. Non-school hours may be generally defined as those times when school is not in session, or school-sponsored activities requiring use of the Project Area is not needed. This includes, after-school hours on school days, weekends, holidays/non-school days, summer break, and any other dates or times school activities are not in session, as determined by OCSD.

- A. Community use during non-school times will be subject to both OCSD rules and NCPRD park rules; provided (i) the rule at issue is consistent with the rights of the parties under this Agreement and (ii) in the event of rule conflict, the rule that is more favorable to OCSD shall prevail. Each party at all times shall provide to the other a copy of its applicable then- current rules.
- B. Provide right of entry to NCPRD including to any consultants and contractors during construction; provide NCPRD contractor construction staging area as may be necessary, each in accordance with a separate written agreement between the parties. No NCPRD construction access or staging right shall exist absent such separate agreement. Prior to starting construction NCPRD staff and consultants may enter the Project Area with prior approval of OCSD.
- C. Provide any prior survey or other site information in OCSD's possession to NCPRD to aid in Project design.
- D. Participate in Project design and sign necessary permitting documentation as is acceptable to OCSD in its reasonable discretion; OCSD may reject any such documentation that places any cost, liability or obligation on OCSD.
- E. Allow NCPRD to install signage on the Project Area approved in advance by OCSD designating the Project Area as a neighborhood park for use outside school hours; the park name and signage content also are both subject to OCSD approval.
- F. Maintain the existing parking and driveway located outside of Project area, that provide access to the Project Area, per OCSD maintenance and repair standards, as shown on Exhibit A; provided OCSD retains the right to relocate such facilities at OCSD's discretion.
- G. Maintain the existing storm water system.
- H. Pay for the cost of any improvements at or outside the Project Area desired by OCSD, as a result of changes in use by the community. For example, adding fencing or other fixtures to change the flow of students/OCSD staff to and from the Project Area and the school building.

2. NCPRD will be responsible to:

- A. Fund all development costs related to the Project including any applicable permitting fees and charges.

- B. Design, engineer, permit, bid, and oversee construction of the Project, and pay for the same. NCPRD shall commence construction not later than the Monday following the last day of school in June, 2024, diligently and continuously prosecute construction to completion, and complete construction not later than six (6) months after commencement. The schedule for construction shall be subject to OCSD prior approval and OCSD may require that construction occur only during summer months, school breaks, or weekends. NCPRD shall cause OCSD to be included in its contractor's indemnity (as additional indemnitee), insurance (as additional insured) and warranty (as additional warranty beneficiary) provisions in their contracts, and shall provide to OCSD an additional insured certificate from the contractor before the contractor's entry onto the site. Contractor entry while school is in session (if permitted by OCSD) shall be subject to OCSD access and security rules.
- C. Provide year-round maintenance of the improved Project Area in accordance with the better of NCPRD requirements and schedules or the conditions specified below. The maintenance schedule and program shall be subject to the prior written approval of OCSD; provided such approval shall not render OCSD responsible for maintenance standards or failure to follow maintenance standards. NCPRD personnel and contractors shall not be on the Project Area site during school hours or times of school use without the prior written agreement of OCSD.
  - a. Mowing turf during the months of March through October, or during typical turf growing season;
  - b. Aerating, fertilizing, pruning, and providing weed and pest control;
  - c. Collecting and disposing of park garbage in a NCPRD-provided trash receptacle at Jennings Lodge Elementary School at a location approved by OCSD, and arrange and pay for regular collection from such dumpster; in addition, NCPRD shall provide (and collect and dispose garbage from) at least one garbage can at the park.
  - d. Maintain and repair the grounds and all furnishings, fixtures, irrigation systems and structures at the Project Area during the terms of this agreement, including without limitation cleaning, repainting or recoating, graffiti removal, and replacement of dead or dying turf and foliage.
  - e. Construct and maintain any required modifications or additions to the existing storm water system required due to Project construction or use; and perform any repairs to the storm water system required for park use or by law.
- D. Install and maintain signage indicating school and neighborhood park rules, and listing availability of use by community during non-school use times as described in Section VII. In particular NCPRD agrees to include in the park rules a no alcohol policy consistent with OCSD's rules for district property.
- E. Pay for 100% of the cost of water for field irrigation, and electricity for field irrigation and lighting (if any).

- F. Schedule Project Area use for NCPRD or community programs consistent with Article VII. OCSD will be notified in advance of any scheduled uses of the Project Area.
3. Upon completion of the Project, NCPRD will calculate its third-party costs to complete the Project (including planning, design, permitting, and construction costs), and submit its calculation to OCSD for its review and approval, not to be unreasonably withheld (“Original Development Costs”). Upon OCSD’s approval, NCPRD and OCSD will sign a document confirming the Original Development Costs, and may attach a signed copy of the Original Development Costs as Exhibit B (provided any failure to attach such exhibit does not affect this Agreement).

## V. Ownership of Property

OCSD will retain ownership of the Property. NCPRD shall own and have the option to remove its fixtures, furnishings, and structures during the term, provided the same are replaced with facilities of the same quality and utility.

## VI. Term

1. This Agreement is effective on the date first written above, and will have a term of 20 years from the Project completion date or, if earlier, until December 31, 2044. This Agreement may be extended for consecutive five-year terms if both Parties agree in writing.
2. OCSD may terminate this Agreement by notice to NCPRD, if construction has not commenced by September 1, 2024 or construction is not completed within 12 months of commencement. Should OCSD elect to terminate this agreement prior to the earlier of (i) September 1, 2024 or (ii) commencement of construction, other than for cause, OCSD shall be responsible only for NCPRD’s reasonable planning and design costs as sole compensation to NCPRD for such termination. Otherwise, if OCSD desires to withdraw from this Agreement prior to the termination date, OCSD may elect to make a good-faith effort to relocate the displaced improvements to an alternate, mutually-agreeable location. If such relocation site is not made available, OCSD will compensate NCPRD as follows:
- a. If 20 or more years have elapsed from the Project completion date, NCPRD will receive no compensation.
  - b. If construction is completed and fewer than 20 years have elapsed from the Project completion date, and the Agreement is terminated other than for NCPRD fault, OCSD will compensate NCPRD in an amount equal to NCPRD’s Original Development Costs, as defined in Section IV.3, reduced by 5% of the total amount of such costs for each year of use.
3. This Agreement may be terminated by the District or NCPRD upon thirty (30) days written notice to the other party for one or more material breaches of this Agreement by the other party. This Agreement may be terminated upon at least 180 days’ notice by NCPRD for any or no reason at any time after the third anniversary of completion of construction and opening of the park. This Agreement may be terminated upon notice by OCSD pursuant to Section 2 for any or no reason; if terminated after completion of construction, termination shall be on at least 180 days’ notice to NCPRD.

4. On any termination of this Agreement, NCPRD shall leave the equipment and improvements at the Project Area in a good and operable condition and the same shall become the property of OCSD, and shall assist OCSD with transition of operations.

## **VII. Project Area Use**

1. NCPRD use of the Project Area shall be limited to recreational use for a neighborhood park. It is the intent of OCSD and NCPRD that the completed Project will result in benefits for both school and non-school community-based use. Toward this end, OCSD and NCPRD agree that community park use may be scheduled during non-school use hours after school, weekends, holidays/non-school days, and summer break. Community use outside of school hours shall be in accordance with NCPRD park rules and scheduling policies, consistent with section IV.2.F above. NCPRD rules prescribe park hours as 30 minutes before sunrise and 30 minutes after sunset, which hours shall not be changed without OCSD approval. NCPRD shall take appropriate action to enforce NCPRD rules.
2. OCSD will have first-priority use of the Project Area during all school days during school hours. All Jennings Lodge Elementary School events (individual occurrences; rather than on-going, regular usage; annual events will be considered individual occurrences for this purpose) will have first-priority use of the Project Area during after-school hours on school days, when scheduled in advance through NCPRD. Otherwise, NCPRD will have first-priority use of the Project Area, and OCSD programs will have second priority, followed by other user groups per NCPRD's scheduling policy consistently applied and made known to OCSD. With the exception of the priority field use stated herein, all other terms of facility use herein will apply to this Agreement. "First-priority" use means the exclusive right to use and occupy the Project Area during a particular period, unless the other party procures the advance written permission of the party entitled to first-priority use, for the other party to use the Project Area during that first-priority period.
3. Neither OCSD nor NCPRD will be charged for use of the Project Area.
4. NCPRD shall not charge or collect from any third party any fees or charges for, the use of, or the management or operations at, the park or any facilities or equipment at the park, including without limitation field-use fees, so long as the property is owned by OCSD or its successor, so as to fully preserve recreational Immunity under ORS 105.682-688.
5. OCSD reserves the right, but not the obligation, to apply and enforce school district rules at the Project Area, including without limitation, the right to eject from or limit use by persons of the Project Area, in accordance with the same standards OCSD applies to school grounds.

## **VIII. Miscellaneous**

1. Equity. The parties intend to follow their policies, principles, and commitments on equity.

NCPRD's Board believes that equity is the principled commitment to ensuring the absence of visible and invisible barriers to fairness in representation, opportunity, and access in Clackamas County. NCPRD's Board affirms that as matters of principle the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at large. NCPRD's Board does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events, and Civil rights are a class of rights that protect individual freedom. They ensure one's ability to experience equality and opportunity in society and state without discrimination.

The District's Board policy is that the principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs, operations, practices, and resource allocations. The District's Board recognizes that school facilities are built and maintained using local tax dollars, and that schools are a focal point for community life, and it is the policy for the Board for school facilities to be available for use by the community. The District seeks to cooperate with community organizations and individuals who wish to use schools for worthy educational, cultural, social, recreational, and civic purposes. The District's Board prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, relation, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, and veterans' status.

2. Funds Available. The parties represent to each other that each has sufficient funds available to meet the obligations set forth herein, and intends to adopt budgets sufficient to meet such contractual obligations.
3. Audit. Either party shall have the right to review information and documentation supporting implementation of this Agreement upon reasonable notice at no cost to the requesting party.
4. Insurance. NCPRD represents and warrants that it is covered as a County Service District under and through Clackamas County's County Service District's self-insurance fund established and maintained pursuant to ORS 30.282 ("Fund Coverage"), and is covered under Clackamas County's excess coverage program with Oregon Public Entity Excess Pool ("OPEEP Coverage") according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. NCPRD shall cause Clackamas County to include OCSD under Fund coverage and OPEEP Coverage, throughout the entirety of the Term and for two years thereafter, in accordance with Exhibit C ("Insurance Letter"), and shall provide the attached original Insurance Letter signed by an authorized representative of Clackamas County within two (2) business days of mutual execution of this Agreement. NCPRD, not later than July 1 of each calendar year, shall provide a letter in substantially the form of the Insurance Letter, executed by an authorized representative of Clackamas County, reaffirming continued coverage. The above coverage of OCSD and NCPRD under Fund Coverage and OPEEP Coverage is referred to as "County Coverage." So long as County Coverage remains in effect for both NCPRD and OCSD, County Coverage shall be acceptable coverage for all NCPRD-required insurance coverage under this agreement. NCPRD must either maintain County Coverage, or purchase and maintain insurance coverage as outlined below, continuously while this Agreement remains in effect. To the extent that NCPRD must or elects to purchase insurance coverage to meet any of its' obligations under this agreement the following paragraphs shall be effective:

General Liability. NCPRD shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. NCPRD alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Agreement. NCPRD's coverage shall be primary in the event of loss.



Certificate of Insurance. Prior to entry on the Property, NCPRD shall furnish to OCSD a current certificate of insurance for each of the above coverages within 48 hours of request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that OCSD, its agents, officers, and employees are additional insureds. The certificate must specify an additional insured endorsement acceptable to OCSD, and NCPRD shall attach a copy of the endorsement to the certificate. If requested by OCSD, NCPRD shall also provide complete copies of insurance policies.

5. Independent Contractor Status. By its signature on this contract, NCPRD certifies that the service or services to be performed under this Agreement are those of an independent agency as defined in ORS 670.600, and that NCPRD is solely responsible for the work performed under this Agreement. NCPRD represents and warrants that NCPRD, its subcontractors, employees, and agents are not “officers, agents, or employees” of OCSD within the meaning of the Oregon Tort Claims Act (ORS 30.260 and 30.300).
6. Subcontracts; Assignment. Neither party may subcontract, assign, or transfer (collectively, “Subcontract”) any part of this Agreement without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Agreement.
7. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information. Except in very specific circumstances, NCPRD shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that NCPRD may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. NCPRD is not to re-disclose information without prior written notification to and written permission of OCSD. If OCSD grants permission, NCPRD is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA’s requirements, personally identifiable information obtained by NCPRD in the performance of this Agreement must be used only for the purposes identified in this Agreement.
8. Compliance with Applicable Law. NCPRD shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Agreement, and all regulations and administrative rules established pursuant to those laws. Without limitation, NCPRD is solely responsible for and shall comply with all laws regarding procurement or construction of any improvements or equipment at the Project Area, including without limitation bonding, prevailing wage, work hours, environmental, and erosion and drainage control.
9. OCSD Rights. OCSD may, but shall not be obligated to, make any payment or perform any obligation that NCPRD has failed to perform when required under this Agreement. All of OCSD’s expenditures incurred to correct the failure to perform shall be reimbursed by NCPRD upon demand with interest from the date of expenditure at the rate of nine percent per annum. OCSD’s right to correct NCPRD’s failure to perform is for the sole protection of OCSD and the existence of this right shall not release NCPRD from the obligation to perform all the covenants herein required to be performed by NCPRD, or deprive OCSD of any other right OCSD may have by reason of nonperformance by NCPRD, whether or not OCSD exercises its rights under this Section. In addition, OCSD reserves the right, but not the obligation, to take any action it deems appropriate to enforce OCSD rules in effect with respect to the Project Area or the use thereof.

10. Mutual Indemnification.

- A. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), NCPRD shall indemnify and defend OCSD from and against all claims, liability, loss, and costs, except for attorney's fees, arising out of or resulting from (i) the acts or omissions of NCPRD, its officers, employees, and agents in the performance of this Agreement or (ii) NCPRD's noncompliance with applicable laws; except to the extent such claims are described in and indemnified by OCSD under clause (B).
- B. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), OCSD shall indemnify and defend NCPRD from and against all claims, liability, loss, and costs, except for attorney's fees, solely arising out of or solely resulting from (i) the negligent acts or omissions of OCSD, its officers, employees, and agents in the performance of this Agreement or (ii) OCSD's noncompliance with applicable laws; except to the extent such claims are described in and indemnified by NCPRD under clause (A).

11. Waiver; Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.

12. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Clackamas County, Oregon.

13. Nature of Agreement. This Agreement grants NCPRD a license to improve and operate the Project Area on the terms hereof, but does not create a tenancy interest to NCPRD.

14. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibits is their final and entire agreement. As their final expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

15. Dispute Resolution.

- A. Should any dispute arise between the parties to this Agreement, NCPRD and OCSD will submit the dispute to a mediator, agreed to by both parties, as soon as such dispute arises, and in any event prior to the commencement of arbitration or litigation. Should the parties fail to agree upon a mediator within 30 days of either party's request, the mediator shall be selected pursuant to the rules and procedures of the Arbitration Service of Portland. Both parties agree to exercise their best efforts in good faith to resolve all disputes in mediation and to share equally the fees and costs of the mediator. If mediation fails to resolve any dispute, the dispute shall be settled in the Clackamas County Circuit Court.

- B. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its costs, and expenses, except for attorney's fees, actually incurred and reasonably necessary in connection therewith as allowed by law. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator.
16. No Third-Party Beneficiaries. NCPRD and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
17. Representations and Warranties. Each party represents and warrants to the others that it has the power and authority to enter into and perform this Agreement and this Agreement when executed and delivered, shall be a valid and binding obligation of the party. In addition, each party represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
18. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
20. Amendments. This Agreement may be amended only in writing executed by both parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the addresses given to the other party for such notice, addressed to the NCPRD Director or District Assistant Superintendent.
21. Right of First Negotiations. So long as this Agreement remains in effect and NCPRD is not in default of this Agreement, if OCSD decides to sell the Site, before closing the sale, OCSD shall first propose to negotiate with NCPRD for a period of up to sixty days (the Negotiation Period") for NCPRD to acquire the Site, on terms acceptable to the parties in their sole mutual discretion. If either NCPRD does not within 10 days after such proposal notify OCSD in writing of its intent to negotiate, or OCSD and NCPRD do not, during the Negotiation Period, enter into a letter of intent with respect to a sale of the site to NCPRD, OCSD shall be free to convey the Site to a third party. If OCSD and NCPRD do enter into a letter of intent within the Negotiation Period, the terms of any such potential sale shall be governed by such letter of intent and this paragraph shall no longer apply.

Dated effective as of the last date set forth below.

**NORTH CLACKAMAS PARKS AND  
RECREATION DISTRICT**

**OREGON CITY SCHOOL DISTRICT NO. 62**

\_\_\_\_\_  
Jim Bernard, Chair  
Clackamas County Board of County  
Commissioners

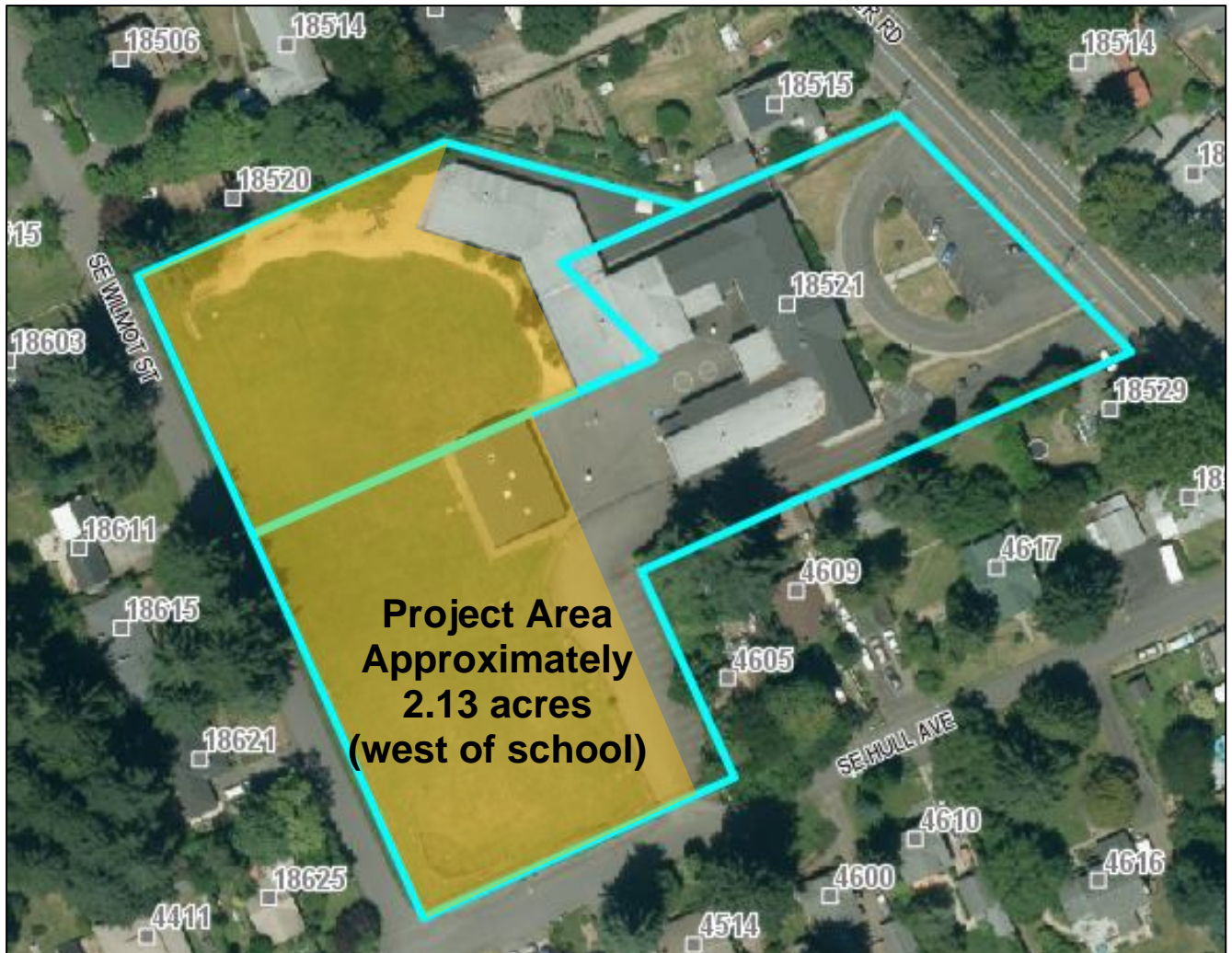
\_\_\_\_\_  
Larry Didway, Superintendent  
Oregon City School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### PROPERTY AND PROJECT AREA MAP



Property and Project Area Details	
Address	18521 SE River Rd, Oak Grove, OR 97267
Tax Lots	22E19BB01290, 22E19BB01200
Property Area	4.04 acres
Approx. Project Area	2.13 acres

DESIGNATE PARKING AND DRIVEWAY COVERED BY LICENSE

**EXHIBIT B**

**ORIGINAL DEVELOPMENT COSTS**

**[To be inserted upon mutual agreement of the parties following incurring of costs; provided any failure to attach such exhibit does not affect this Agreement]**

# EXHIBIT C

## INSURANCE LETTER



Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES  
PUBLIC SERVICES BUILDING  
2051 Kaen Road | Oregon City, OR 97045

\_\_\_\_\_, 2019

Wes Rogers, Director of Operations  
Oregon City School District  
PO Box 2110  
Oregon City OR 97045

RE: Letter of Insurance – OCSD/Clackamas County Park Project

To Whom It May Concern:

This is to certify that pursuant to ORS 30.282, Clackamas County has established a self-insurance fund against tort liability for the public body, its officers, employees and agents. Under ORS 30.272, as of July 1, 2018, the current limits are \$1,454,300 per occurrence (“Self-Insurance Fund”). Clackamas County also maintains an excess coverage program under the Oregon Public Entity Excess Pool, including all insurance maintained under that program (“OPEEP”). North Clackamas Parks and Recreation District (“NCPRD”) is covered by the Self Insurance Fund and OPEEP.

Any person, entity, or organization that the County or NCPRD agrees in a contract to defend, indemnify and/or hold harmless (“Indemnitee”) shall be entitled to the full benefit of the County’s Self-Insurance Fund and OPEEP. The County expressly agrees to pay all sums that any such Indemnitee becomes legally obligated to pay that fall within such contractual agreement to defend, indemnify, and/or hold harmless. The County further agrees to defend each such Indemnitee with regard to any suit or arbitration seeking damages that may fall within such contractual agreement to defend, indemnify, and/or hold harmless. The foregoing indemnity and defense obligations are primary to any insurance coverage carried by the Indemnitee, in the event of loss.

Claims arising from facilities and/or operations that are controlled by the County or NCPRD will be administered through this program, and any Indemnitee may make direct claim on such program.

Clackamas County has elected under ORS 656 to self-fund and administer its Workers’ Compensation benefits for all claims filed by its employees.

The County shall notify the Indemnitee in writing prior to any modification of this program affecting Indemnitee.

Sincerely yours,

Eric Machado, ARM, RIMS-CRMP  
Risk Manager

CC: File  
Elizabeth Gomez- Clackamas County Business and Community Services



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to the Strategic Partnership and Use Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and North Clackamas School District (NCSD) for the Use of Shared Facilities

<b>Purpose/Outcomes</b>	Approve First Amendment to Strategic Partnership and Use IGA between NCPRD and NCSD Extending Use of Wichita Center and Hood View Park
<b>Dollar Amount and Fiscal Impact</b>	N/A – Agencies will not charge each other for shared uses
<b>Funding Source</b>	N/A
<b>Duration</b>	Extension of current agreement through June 30, 2025
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>• Promote a <i>Healthy and Active Lifestyle</i> by providing parks and recreational spaces</li> <li>• Foster <i>Equity, Diversity and Inclusion</i> by making public facilities available to all</li> <li>• Build Public Trust through Good Government by working creatively and cooperatively with another public agency in our community to provide facilities and programs</li> </ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• March 29, 2018 - Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks and Recreation District and the North Clackamas School District</li> </ul>
<b>Counsel Review</b>	This IGA has been reviewed and approved by County Counsel on February 12, 2020
<b>Contact Person</b>	Scott Archer, NCPRD Director 503-742-4221

**BACKGROUND:**

North Clackamas Parks and Recreation District, a division of Business and Community Services (BCS), seeks approval of the First Amendment to the Strategic Partnership and Use Transition Intergovernmental Agreement (IGA) between North Clackamas Parks and Recreation (NCPRD) and North Clackamas School District (NCSD) for the cooperative use of shared facilities. This amendment extends the use provisions between the parties at the NCPRD-owned Wichita property (former Wichita Elementary School property) and the NCSD-owned Hood View Park property (future high school site) through June 2025. Following the purchase and sale of multiple properties between the two agencies (“Strategic Partnership”) NCPRD and NCSD entered into a separate use IGA in March, 2018 to allow continued operation of programs at the Wichita building



and the sports fields at Hood View. Portions of this IGA end in 2020 and 2021, and the parties find it necessary to extend the cooperative use of the facilities for continuity of programs and services to our collective community members. This arrangement is mutually beneficial, as the parties do not have alternate options for our programs occurring at the two sites, now owned by the other party.

Terms of the original IGA remain mostly the same, with the exception of one significant difference. NCPRD will no longer be responsible for management of the Hood View Park property in August 2021. These responsibilities will transfer to NCSD as the new high school on this location begins operation. The Amendment does provide for NCPRD's continued use of the sports fields at this site through the duration of the agreement. This alleviates NCPRD's maintenance and management responsibilities, while still providing guaranteed use of much needed sports fields for its programs while alternate facilities are developed.

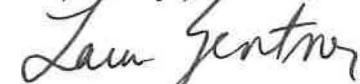
**RECOMMENDATION:**

Staff recommends the Board approve the First Amendment to the Strategic Partnership Facility Use and Transition Agreement with the North Clackamas School District and authorize the BCS Director or Deputy Director to execute all documents to effectuate the same.

**ATTACHMENTS:**

1. First Amendment to the Strategic Partnership Use and Transition Intergovernmental Agreement
2. Strategic Partnership Use and Transition Intergovernmental Agreement (2018)

Respectfully submitted,



Laura Zentner, Director  
Business and Community Services

FIRST AMENDMENT TO: STRATEGIC PARTNERSHIP USE AND TRANSITION AGREEMENT

Changes Effective Upon Execution by Both Parties

WHEREAS, effective March 30, 2018 the North Clackamas School District (the “District”) and North Clackamas Parks and Recreation District (“NCPRD”) entered their Strategic Partnership Use and Transition Agreement (the “Agreement”). A copy of the Agreement is attached to this Amendment;

WHEREAS, the Agreement provides that any amendments to the Agreement must be in writing, signed by authorized agents of both the District and NCPRD; and

WHEREAS the District and NCPRD wish to amend the Agreement to provide for an extension of the use provisions for Wichita Elementary School, including an extension of the term of use for a period of five (5) years beyond June 30, 2020, the current termination date for the Wichita Transition Period; and

WHEREAS the District and NCPRD wish to amend the Agreement to provide for an extension of the use provisions for Hood View Park, including an extension of the term of use for a period of roughly four and a half (4.5) years beyond January 31, 2021, the current termination date for Hood View; and

WHEREAS the “house” that resides on the Hood View property will be included in the extension of the terms of use to end on June 30, 2025; and

WHEREAS the “shed” that resides on the Hood View property will be included in the extension of the terms of use and end on August 15, 2021; and

WHEREAS all items of the Agreement and Attachment A signed on March 30, 2018 are in effect unless explicitly revised below; and

Now, for valuable consideration, the receipt of which is acknowledged by both parties, the District and NCPRD agree to modify the Agreement as follows:

Paragraph 2 of the Agreement is amended to provide that the Agreement shall end on June 30, 2025 unless otherwise terminated pursuant to the Agreement.

Paragraph 5 of the Agreement is amended to provide that the term of the District’s agreement to operate Wichita shall be extended through and including June 30, 2025 unless otherwise terminated pursuant to Paragraph 18 of the Agreement (providing for termination upon 180 days’ notice for any reason by either party). Paragraph 5 of the Agreement is also amended to provide that NCPRD may also use classroom and cafeteria spaces at Wichita when available and pursuant to reasonable notice to and the consent of the District, which consent will not be unreasonably withheld.

Paragraph 6 of the Agreement is amended to provide that the term of NCPRD’s agreement to operate Hood View shall be extended through and including June 30, 2025 unless otherwise terminated pursuant to Paragraph 18 of the Agreement (providing for termination upon

180 days' notice for any reason by either party). Paragraph 6 is also amended to allow the District to offer replacement access to District's field(s) at a different location. The parties acknowledge that the District may complete construction of a new High School at Hood View prior to June 30, 2025. The parties agree to use best efforts to meet and confer on any necessary or desired additional amendments to the Agreement at the time construction of the new High School is nearing completion.

Paragraph 6 is further amended to extend the current use of Hood View through August 15, 2021 to allow NCPRD adult softball to be minimally impacted through that season. The High School will work with NCPRD during this period if conflicts arise. It is also acknowledged that between now and August 14, 2021, the District will need to convert one of the existing softball fields to a baseball field. During this period of construction, at least one of the fields will be impacted for use. When this happens, NCPRD and the District shall use their best effort to work out an agreement for replacement access to the fields at Hood View.

Paragraph 6 is further amended to clarify availability of the Hood View fields after August 15, 2021. There will be two fields that will be dedicated to baseball and two for softball. During high school baseball/softball season, it is reasonable to expect that youth leagues will not be able to access the fields prior to 7 p.m. on weeknights and adults will not be able to access the fields prior to 8 p.m. on weeknights. This is due to the nature of scheduling for such games and practices that are dependent on weather, visiting school availability, and other factors. NCPRD also shall not use the field during school hours.

The header paragraph of Attachment A is amended to make the District the Operator and Owner of Hood View on August 16, 2021. For purposes of clarity, this amendment sunsets NCPRD's maintenance of Hood View on August 15, 2021. NCPRD's (Owner) and NCSD's (Operator) maintenance and cleaning responsibilities for Wichita remain the same as in the Agreement and its Attachment A, throughout the duration of this amendment..

There may be occasions when a high school game runs past the time that an NCPRD group is scheduled to use the field or needs to be rescheduled into a time when the field is booked by NCPRD. In such circumstances, high school games shall have priority and NCPRD will be notified as soon as possible. It is further expected that only those programs directly operated by NCPRD have access to the Hood View Fields under this agreement. All other groups shall apply for field use and pay applicable fees to the District under the District's field reservation process.

During the term of this agreement, it is acknowledged that middle school sports may expand. As such, there may be times when a middle school would need access to the fields at Hood View. In these circumstances, the middle school would have priority usage of the field(s).

Also during the term of this agreement, NCPRD will have access to District fields and facilities, at a level comparable to usage in 2018-19, at no cost. NCPRD will request fields and facilities following the District facility use scheduling process. School/District needs would take priority. Comparably, the District will have access to the Wichita site at a level comparable to usage in 2018-19, at no cost. When conflicts arise, NCPRD and the District will work together

to find possible alternate solutions. All other terms and conditions of the Agreement remain in full force and effect, including the Attachment A Maintenance and Repair Responsibilities as they relate to Wichita Elementary and Hood View Park.

North Clackamas Parks and Recreation District

North Clackamas School District

\_\_\_\_\_

 \_\_\_\_\_

By: \_\_\_\_\_

By: David Yoshihara \_\_\_\_\_

Title: \_\_\_\_\_

Title: Assistant Superintendent,  
Finance and Operations \_\_\_\_\_

Date: \_\_\_\_\_

Date: March 3, 2020 \_\_\_\_\_

**NORTH CLACKAMAS SCHOOL DISTRICT &  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
STRATEGIC PARTNERSHIP  
USE AND TRANSITION AGREEMENT**

THIS STRATEGIC PARTNERSHIP USE AND TRANSITION AGREEMENT (this "Agreement") is made and entered into as of the effective date of March 30, 2018 described below (the "Effective Date"), by and between North Clackamas School District (the "District"), an Oregon municipal entity, and North Clackamas Parks and Recreation District ("NCPRD"), a county service district established pursuant to Oregon law.

**RECITALS**

WHEREAS, NCPRD and District have entered into that certain Strategic Partnership Purchase and Sale Agreement, as amended and restated and dated as of February 15, 2018 (the "PSA") that calls for the conveyance of the land and improvements constituting Hood View Park ("Hood View") to the District and the conveyance land and improvements constituting Clackamas Elementary School ("Clackamas"), Concord Elementary School ("Concord"), and Wichita Elementary School ("Wichita") to NCPRD;

WHEREAS, Section 7 of the PSA notes the parties' desire to enter into separate agreements relating to the continued operation and support of activities on such sites; and

WHEREAS, the parties are desirous of the District to continue operating programs at Wichita, the assignment of the lease relating to Clackamas, the public participation relating to the use of Concord, and the continued maintenance of and community access to Hood View managed by NCPRD.

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed by and between the parties above mentioned, for and in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective Date. This Agreement is effective as of March 30, 2018.
2. Term. This Agreement shall end on January 31, 2021 unless otherwise terminated hereunder.
3. Clackamas Transition. Pursuant to the PSA, NCPRD is acquiring Clackamas, which is subject to a lease for the current tenant, Cascade Heights Charter School ("Tenant"). NCPRD has received a copy of the Lease, which runs for up to three years, with an option to terminate upon one year notice on or after June 30, 2018, and has assumed such lease as of the closing of the sale described in the PSA. District has conveyed to NCPRD all information necessary to allow NCPRD to assume all duties associated with the lease. NCPRD will honor current facility use reservations made through the district, but users will be required to complete the NCPRD facility use process to ensure their reservation.
4. Concord Transition. Pursuant to the PSA, NCPRD is acquiring Concord. The District will use Concord's parking lot to park buses, through June 15, 2018, at no cost to the District. NCPRD will honor current facility use reservations made through the District, but users, including the District, will

be required to complete the NCPRD facility use process to ensure their reservation.

5. Wichita Transition. NCPRD acknowledges that the District has developed a well-operated and effective community support program located at Wichita. In order to ensure little to no disruption in these services, the District agrees to operate Wichita after the sale in the same manner as prior to the sale through June 30, 2020 (the “Wichita Transition Period”). District shall be responsible for all management, programming, fee collection, maintenance, and care for the facility. The District shall be entitled to all revenues associated with Wichita’s programming and current use, including lease payments, rents, and fees. The District will provide insurance coverage for liability or loss arising from the use of Wichita as outlined in Section 10, below. NCPRD will have access to Wichita fields and gym and Campbell Elementary School’s gym at no cost to NCPRD via the District’s Facility Use policy and process, and will avoid disruption of school district and current tenant uses. Attachment A of this Agreement governs maintenance and repair provisions related to Wichita during the Wichita Transition Period.
6. Hood View Transition. District acknowledges that NCPRD has developed a well-operated and effective community recreational program located at Hood View. In order to ensure little to no disruption in these services, NCPRD agrees to operate Hood View after the sale in the same manner as prior to the sale through January 31, 2021 (the “Hood View Transition Period”), including consistent with the current use agreement between NCPRD and the District regarding the use of Hood View by the District during school hours. NCPRD shall be responsible for all management, programming, fee collection, maintenance, and care for the facility. NCPRD shall be entitled to all revenues associated with Hood View’s programming and current use, including contributions, payments, advertising revenue, rents, charges, and fees. NCPRD will provide insurance coverage for liability or loss arising from the use of Hood View as outlined in Section 10, below. Notwithstanding the current use agreement, NCPRD will make available to the District an additional fifteen minutes per day of use during spring softball season during the Hood View Transition Period. The parties agree to work together to resolve any outstanding issues and coordination questions in the same cooperative spirit reflected in current practice. The District will provide 6 months’ notice of when the field and/or facilities will not be available for use due to District field and facility improvements. In accordance with the District’s Board Policies, alcohol will not be possessed, consumed, or sold on District property. NCPRD will charge NCPRD rates (in-district resident rates) for programming, activities, and facility use at Hood View for NCSO residents. Attachment A of this Agreement governs maintenance and repair provisions related to Hood View during the Hood View Transition Period.
7. Equity. The parties intend to follow their policies, principles, and commitments on equity.

NCPRD’s Board believes that equity is the principled commitment to ensuring the absence of visible and invisible barriers to fairness in representation, opportunity, and access in Clackamas County. NCPRD’s Board affirms that as matters of principle the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at large. NCPRD’s Board does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events, and Civil rights are a class of rights that protect individual freedom. They ensure one’s ability to experience equality and opportunity in society and state without discrimination.

The District’s Board policy is that the principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs,

operations, practices, and resource allocations. The District's Board recognizes that school facilities are built and maintained using local tax dollars, and that schools are a focal point for community life, and it is the policy for the Board for school facilities to be available for use by the community. The District seeks to cooperate with community organizations and individuals who wish to use schools for worthy educational, cultural, social, recreational, and civic purposes. The District's Board prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, and veterans' status.

8. Funds Available. The parties represent to each other that each has sufficient funds available to meet the obligations set forth herein, and intends to adopt budgets sufficient to meet such contractual obligations.
9. Audit. Either party shall have the right to review information and documentation supporting implementation of this Agreement upon reasonable notice at no cost to the requesting party.
10. Insurance. For premises owned by the District, the District shall maintain property coverage. For premises owned by NCPRD, NCPRD shall maintain property coverage.

For Hood View during the Hood View Transition Period, NCPRD shall maintain the following insurance at NCPRD cost: Liability, including Bodily Injury, Personal Injury, Property Damage, and Automobile Liability (applicable to any automobile assigned to or used in the performance of work, whether owned, hired or non-owned) with policy limits corresponding to the tort cap limits permitted by the Oregon Tort Claims Act (ORS 30.260-30.300). Such insurance shall cover all risks arising directly or indirectly out of NCPRD's activities, including the operation of any motor vehicles by NCPRD and its employees and agents, and whether or not related to an occurrence caused or contributed to by the District's negligence. Certificates evidencing such insurance and cancellation shall be furnished to the District and maintained throughout the term of occupancy. This insurance coverage shall include the District, its divisions, officers, and employees as Additional Insured but only with respect to NCPRD's activities to be performed under this contract.

For Wichita during the Wichita Transition Period, the District shall maintain the following insurance at the District cost: Liability, including Bodily Injury, Personal Injury, Property Damage, and Automobile Liability (applicable to any automobile assigned to or used in the performance of work, whether owned, hired or non-owned) with policy limits corresponding to the tort cap limits permitted by the Oregon Tort Claims Act (ORS 30.260-30.300). Such insurance shall cover all risks arising directly or indirectly out of the District's activities, including the operation of any motor vehicles by the District and its employees and agents, and whether or not related to an occurrence caused or contributed to by the NCPRD's negligence. Certificates evidencing such insurance and cancellation shall be furnished to NCPRD and maintained throughout the term of occupancy. This insurance coverage shall include NCPRD, its divisions, officers, and employees as Additional Insured but only with respect to the District's activities to be performed under this contract.

11. Mutual Indemnification. NCPRD shall indemnify District, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Hood View during the Hood View Transition Period. District shall indemnify NCPRD, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300),


for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Wichita during the Wichita Transition Period.

12. No Third Party Beneficiaries. NCPRD and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. Representations and Warranties. Each party represents and warrants to the others that it has the power and authority to enter into and perform this Agreement and this Agreement when executed and delivered, shall be a valid and binding obligation of the party. In addition, each party represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
14. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
15. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
16. Amendments. This Agreement may be amended only in writing executed by both parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.
17. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the addresses given to the other party for such notice, addressed to the NCPRD Director or District Assistant Superintendent.
18. Termination. This Agreement may be terminated by the District or NCPRD upon thirty (30) days written notice to the other party for one or more material breaches of this Agreement by the other party. This Agreement may be terminated upon 180 days' notice for any reason by either party.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

**North Clackamas Parks and Recreation District,**  
a county service district

  
\_\_\_\_\_  
Jim Bernard  
Chair

March 29, 18  
Date 3-29-18 IV.1.

**North Clackamas School District**  
an Oregon municipal entity

  
\_\_\_\_\_  
Ron Stewart  
Asst. Superintendent of Operations

3/26/18  
Date

**ATTACHMENT A**  
**MAINTENANCE AND REPAIR OF WICHITA AND HOOD VIEW**

This Attachment A governs the responsibilities of NCPRD and the District related to the utilities, alterations, maintenance, and repair of Wichita during the Wichita Transition Period and Hood View during the Hood View Transition Period. For Wichita, the District is the Operator and NCPRD is the Owner. For Hood View, NCPRD is the Operator and the District is the Owner.

1. Service and Utilities. Operator shall pay all utility charges and service charges, including, but not limited to, such charges as water, heat, electricity, garbage, security, and the like, all at Operator's own expense.
2. Alterations and Additions. Operator shall not make any alterations, additions, or improvements to or of the Premises or any part thereof, without the written consent of Owner first had and obtained, which consent will not be unreasonably withheld; and any alterations, additions, or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the term become a part of the realty and belong to the Owner and shall be surrendered with the Premises. Operator may designate, within 30 days of installation, other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Operator that may be removed by Operator on the expiration of the term of this Agreement, as long as Operator repairs any physical injury to the Premise caused by such removal.

If Owner consents to the making of any alterations, additions, or improvements to the Premises by Operator, the same shall be made by Operator at Operator's sole cost and expense, and any contractor or person selected by Operator to make the same must first be approved of in writing by the Owner, which consent shall not be unreasonably withheld. Any improvements made to the premises by Operator shall be deemed to become a part of the premises.

3. Maintenance and Repairs. Operator, at Operator's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of Operator and ordinary wear and tear excepted. Operator's responsibility for maintenance, repair, and redecoration includes repairs to interior doors and windows, any light fixtures installed by Operator, appliances, painting and repair of interior walls, ceilings, and floors. Repair and maintenance work done by Operator must be of a quality at least equal to the quality of the most recent installations. Owner shall repair and maintain the Premises for repairs, replacements, and maintenance over \$2,500 per unit or system during each 12 month period, starting at the Effective Date of this agreement.

Owner shall repair and maintain the Premises, all structural portions thereof, the basic plumbing, heating, and electrical systems, unless repairs are caused by the act, neglect, fault, or omission of any duty by Operator, or its agents or employees acting within the course and scope of their employment, in which case Operator shall pay or reimburse Owner for the reasonable cost of such maintenance and repairs. At Owner's expense, Owner will also maintain the common hallways, if any that are not responsibility of lessee, entryways, and the exterior and parking areas in functioning order and condition.