



June 11, 2020

Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District (NCPRD) and Cascade Heights Charter School

Purpose/ Outcomes	This addendum extends the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to NCPRD on March 30, 2018.
Dollar Amount and Fiscal Impact	This extends the Lease Agreement through June 30, 2022. FY 19-20 lease revenue is \$121,551 and increases 5% annually.
Funding Source	n/a
Duration	July 1, 2020 – June 30, 2022
Previous Board Action	<ul style="list-style-type: none"> March 29, 2018 – <i>Business Meeting</i> – Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks & Recreation District and North Clackamas School District
Strategic Plan Alignment	<ol style="list-style-type: none"> The extension of this lease agreement aligns with the Business & Community Services strategic priority of maintaining critical infrastructure and facilities for the delivery of essential community services. This request to extend the lease agreement ensures a legally compliant and transparent business process, which aligns with the Counties strategic priority of Building Public Trust through Good Government.
County Counsel Review	Reviewed and approved 5.28.20 JM
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4471
Contract No.	

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services Department, requests approval of an addendum to the lease agreement between NCPRD and Cascade Heights Charter School.

In March 2018, NCPRD entered into a Strategic Partnership Facility Use and Transition Agreement with North Clackamas School District, as part of the sale of the Hood View Sports Complex. A lease agreement between North Clackamas School District and Cascade Heights

Charter School, for the Clackamas Elementary School Buildings and Grounds, was assigned to NCPRD as part of the Partnership Agreement.

This addendum extends the lease agreement through June 30, 2022, keeping all other terms and conditions as stated in the original Lease Agreement, Re-instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

RECOMMENDATION:

Staff respectfully recommend the Board approve the addendum to the Lease Agreement with Cascade Heights Charter School.

ATTACHMENTS:

1. Addendum to Lease Agreement – Clackamas Elementary School Buildings and Grounds

Respectfully submitted,

Laura Zentner

Laura Zentner, CPA
Director, Business and Community Services

ADDENDUM TO LEASE AGREEMENT
Clackamas Elementary School Buildings and Grounds
Effective July 1, 2020

Lessor: North Clackamas Parks and Recreation District
150 Beaver Creek Rd
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation
15301 SE 92nd Avenue
Clackamas OR 97015

This is an addendum to extend the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to North Clackamas Parks and Recreation District on March 30, 2018. This document modifies the lease agreement as described below.

The length of the lease agreement is 12 months, which will begin on July 1, 2020, and end on June 30, 2021. All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2020

LESSOR:


North Clackamas Parks and Recreation District, a County Service District

Jim Bernard
Chair

Date

LESSEE:

Cascade Heights Charter School



Cory Connors
Cascade Heights Charter School
Board Chair

5-26-2020

**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.

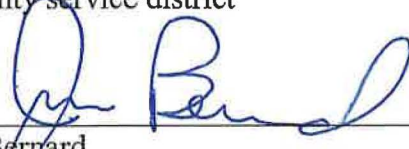
11. Mutual Indemnification. NCPRD shall indemnify District, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Hood View during the Hood View Transition Period. District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