



**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

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

Michael Bork, NCPRD Director

February 10, 2022

Board of North Clackamas Parks and Recreation District

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 Third Amendment to Strategic Partnership and Use IGA between NCPRD and NCSD Extending Use of Hood View Park fields by one year and terminate use of Hood View House on June 1, 2022.
<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>	Current agreement through June 30, 2025 with Hood View field use through June 30, 2026.
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• March 19, 2020 – Approval of an Amendment to the Strategic Partnership and Use Intergovernmental Agreement between North Clackamas Parks and Recreation and North Clackamas School District for the Use of Shared Facilities</li> <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>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. <u>Department:</u> <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> </ul> </li> <li>2. <u>Performance Clackamas</u> <ul style="list-style-type: none"> <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> </li> </ol>
<b>Counsel Review</b>	This IGA has been reviewed and approved by County Counsel on December 21, 2021
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item process through Procurement? No</li> <li>2. If no, provide brief explanation: IGA</li> </ol>
<b>Contact Person</b>	Michael Bork, NCPRD Director 503-742-4221
<b>Contract No.</b>	N/A

**BACKGROUND:**

North Clackamas Parks and Recreation District seeks approval of the Third 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 for NCPRD at the NCSD-owned Hood View Park property (Nelson Complex) through June 2026 with end of use revised date of June 1, 2022 for the Hood View “house”. 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. This extends the cooperative use of the facilities for continuity of programs and services to our collective community members and allows NCSD to demolish “house” on the property in 2022.

**RECOMMENDATION:**

Staff recommends the Board approve the Third Amendment to the Strategic Partnership Facility Use and Transition Agreement with the North Clackamas School District and authorize the North Clackamas Parks and Recreation Director to execute all documents to effectuate the same.

**ATTACHMENTS:**

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

Respectfully submitted,



Michael Bork, Director  
North Clackamas Parks and Recreation District

**COUNTY COUNSEL  
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE: 12/21/2021

TO COUNTY COUNSEL ATTORNEY: Jeff Munns

FROM: Kandi Ho

EXTENSION: x8001 DEPARTMENT/DIVISION: NCPRD - Administration

BILL TO NCPRD (Department/Division to be billed)

TYPE OF DOCUMENT: Strategic Partnership Use and Transition Agreement


NAME OF DOCUMENT: Third Amendment to Strategic Partnership Use and Transition Agreement

**REQUESTED RETURN DATE:**

Requestor Comments: Please review, and confirm the process for signature, is Michael Bork able to sign this?

=====

**APPROVED AS TO FORM:**

County Counsel:  Date: 12/21/2021

**Counsel Comments:**

This should go to the BCC on consent agenda because this operates as a lease of real property. Thanks,

---

---

---

---

---

---

---

---

---

---

THIRD 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 a revised date of June 1, 2022; 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 access Hood View shall be extended through and including June 30, 2026 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 has completed construction of Adrienne C. Nelson High School at Hood View. The parties agree to use best efforts to meet and confer on any necessary or desired additional amendments to the Agreement.

It is also acknowledged that between June 1 and August 31, 2022, the District will replace the turf on the baseball and softball fields. During this period of construction, the District will inform NCPRD of all construction schedules 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 leagues will not be able to access the fields prior to 7 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, the previous amendment ended 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 over NCPRD 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's 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 & Recreation District

North Clackamas School District

\_\_\_\_\_

C. Deaton

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

By: Cynthia Deaton

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

Title: Assistant Superintendent

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

Date: December 21, 2021

**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 NCSD 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, 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.

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.

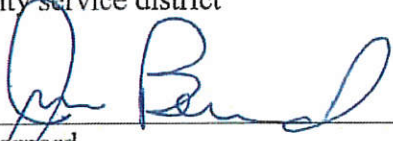
11. Mutual Indemnification. NCPRD shall indemnify District, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Hood View during the Hood View Transition Period. District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

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

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



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

\_\_\_\_\_  
Date 3/26/18



**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.