



October 4, 2018

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

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas County's Health, Housing and Human Services Department to Provide Law Enforcement Assisted Diversion (LEAD) Program Space at the Concord School Property

Purpose/Outcomes	Allows NCPRD to form an agreement with H3S to provide program space for the LEAD Program at no cost.
Dollar Amount and Fiscal Impact	Donated value of space estimated at \$4,800 per year (\$9,600 total).
Funding Source	N/A
Duration	2 years from date of execution.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) is seeking approval of an Intergovernmental Agreement (IGA) with Clackamas County's Health, Housing and Human Services Department (H3S) to provide space for the Law Enforcement Assisted Diversion (LEAD) Program at the NCPRD-owned facility located at 3811 SE Concord Road, Oak Grove, OR 97267.

The LEAD Program is an evidence based policy innovation now in use in multiple jurisdictions nationwide and has proven effective in reducing incarceration and recidivism rates and in improving the connection to needed services for vulnerable community members. Under LEAD, a pre-arrest referral to Central City Concern case managers for individuals found by Clackamas County Sheriff deputies to be in possession of a controlled substance will be offered to persons who would otherwise face arrest.

Under the proposed agreement, NCPRD has agreed to provide space for the LEAD Program on a temporary basis for up to two years. The donated value of this space is estimated at \$4,800 annually, or a total of \$9,600.

County Counsel has approved the language of this agreement.

RECOMMENDATION:

Staff recommend the Board approve this Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas County's Health, Housing and Human Services Department (H3S) to provide space for the LEAD program at the NCPRD-owned facility located at 3811 SE Concord Road, Oak Grove, OR 97267.

ATTACHMENT:

Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas County on Behalf of the Clackamas County Health, Housing & Human Services Department for Cooperative Use of the NCPRD-Owned Facility at 3811 SE Concord Road, Oak Grove, OR 97267.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott Archer", with a large, stylized flourish at the end.

Scott Archer, Director
North Clackamas Parks and Recreation District

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS PARKS & RECREATION DISTRICT
AND CLACKAMAS COUNTY ON BEHALF OF THE CLACKAMAS COUNTY HEALTH, HOUSING &
HUMAN SERVICES DEPARTMENT FOR COOPERATIVE USE OF THE NCPRD-OWNED FACILITY AT
3811 SE CONCORD ROAD, OAK GROVE, OR 97267**

This Agreement is entered into pursuant to the authority granted in Oregon Revised Statutes, Chapter 190, between the North Clackamas Parks & Recreation District (NCPRD), a parks and recreation county service district organized and existing under the authority of Oregon Revised Statutes Chapter 451, and Clackamas County (COUNTY) on behalf of the Clackamas County Health, Housing & Human Services Department (H3S), to provide for cooperative use of classroom space located within the NCPRD owned Concord building for use in temporarily hosting the H3S (LEAD) program.

In reliance and on the terms and conditions set forth below, the parties hereby agree that:

1. PURPOSE

NCPRD owns the Concord building located at 3811 SE Concord Rd, Oak Grove, Oregon, 97267. Each party desires to cooperate to provide effective and efficient services to the public by allowing use of the Concord building to co-locate H3S (LEAD) program space. H3S will benefit by having access to a single classroom near the west entrance (as assigned by NCPRD). H3S will be allowed to use several parking spaces near the west entrance (see Attachment A), as well as the restroom facilities located nearest to the assigned classroom.

2. FACILITY USE

2.1 TERMS

2.1.1 NCPRD agrees to provide H3S the shared use of a designated classroom space in the Concord building for use as H3S program space and associated parking space(s). The ownership and control of these facilities will remain with NCPRD. H3S agrees that its use of the NCPRD owned Concord facility is conditioned upon the building being available and not needed for other NCPRD uses at the current time. It is agreed by both parties that the shared use by H3S of the NCPRD Concord facility is a temporary arrangement. H3S understands this and will begin searching for a long-term facility option for the LEAD program at least six months prior to the termination of the 2 year agreement.

2.1.2 Additional program space and/or technology equipment installation may be requested by H3S and may be approved by NCPRD on a case-by-case basis with associated costs to H3S.

2.1.3 NCPRD agrees to provide the following services to H3S:

- A. "Utilities" including natural gas, water services, sewer services, electricity, refuse removal, heating and air conditioning.

B. Restroom facilities.

C. Parking spaces as designated in Exhibit A.

Building maintenance (roof, paint, HVAC, etc.) as funding is available based on NCPRD's capital asset repair & replace program. A power source and facility access for H3S owned internet and WiFi equipment location and maintenance.

- 2.1.4 H3S will have use of designated program space and will limit its use of the facility to those services necessary to provide and support H3S activities. H3S personnel will be responsible for unlocking and locking/securing doors and/or gates as necessary to gain access to NCPRD facilities upon each use. NCPRD will provide appropriate key card and access codes to H3S as needed for these purposes. H3S access will be limited to those areas identified on a site map ("Exhibit A").
- 2.1.5 H3S use of the NCPRD facilities will in no case interfere with the primary purpose of the facility to serve as a recreation area. H3S personnel should alert NCPRD staff, tenants or contractors of their presence when entering an NCPRD facility, especially during non-business hours if they are also occupying the facility.
- 2.1.6 Appropriate H3S vehicle parking locations will be identified on a site map attached as ("Exhibit A") in order to avoid conflicts with NCPRD staff or public use, and also to maximize visibility of H3S vehicles to the general public.
- 2.1.7 All H3S technology equipment installations will require NCPRD approval to limit any potential interference with NCPRD technology systems.
- 2.1.8 H3S is responsible to provide telephone equipment and telephone service in all H3S utilized program spaces within the Concord building.
- 2.1.9 H3S at its option and own expense may provide printers in H3S program spaces.
- 2.1.10 H3S shall provide and maintain any necessary internet and Wi-Fi equipment.
- 2.1.11 H3S will provide ordinary and regular cleaning for the program spaces designated as H3S spaces in the Concord building.. The offices are expected to be maintained in the condition as when originally occupied.
- 2.1.12 H3S agrees that no hazardous material/substances will be brought into or stored inside a NCPRD facility at any time.
- 2.1.13 H3S will provide any additional furniture located within their program space.
- 2.1.14 NCPRD is not responsible for any loss of H3S property or data from any cause.

2.1.15 Due to the proximity of children and NCPRD clients, H3S will in no case serve clients at the Concord site who are registered sex offenders, or felons convicted of violent offenses, or any other individual which is known to Clackamas County Sherrif's Office to be dangerous or pose a threat to the safety of other persons for any reasons.

2.1.16 H3S shall make no improvements or alterations on the premises of any kind without first obtaining NCPRD's written consent. All alterations shall be made in a good and workman like manor, in accordance with the best practices of the trades, and in compliance with applicable laws and building codes. Alterations include installation of computer and telecommunications wiring, cables, and conduit.

3. TERM OF AGREEMENT

3.1 This Agreement shall be in effect for up to two (2) years upon execution. Either party may terminate this Agreement at any time, and for any reason, by giving a minimum of sixty (60) days advance written notice to the other.

3.2 NCPRD and H3S agree that upon termination the office spaces will be restored to the same condition as when originally occupied, excepting normal wear and tear. H3S equipment installed in designated office space will remain property of H3S.

4. FORCED LIMITATIONS

In the event there is a state-wide legislation beyond the control of either party, limiting either property tax or the services provided by H3S or NCPRD, this Agreement may be renegotiated. Renegotiating shall begin upon the written request of either party.

5. INDEMNITY AND INSURANCE

5.1 Each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from its acts or those of its employees, officers, directors, agents, or volunteers in carrying out the purpose of this Agreement. Each party agrees to maintain liability insurance or self-insurance for risks arising out of this Agreement, which covers the other party as an additional insured.

5.2 Each party agrees to provide workers' compensation insurance for its employees, and to hold the other party harmless for injuries and work-related illnesses to its employees.

5.3 NCPRD agrees to insure its buildings with the coverage provided through the County self-insurance program for any damage and destruction of building, tenant improvements and betterments.

5.4 Each party agrees that neither party shall act as the agent of the other, and no employee of one party shall be considered to be an employee of the other party for any purpose.

6. COMPENSATION

This is a cooperative agreement; no compensation is required between the parties.

7. AMENDMENT

This Agreement may be amended only in writing upon the mutual consent of both parties.

8. TERMINATION OF PREVIOUS AGREEMENT

This Agreement supersedes all previous agreements for the provision of shared use of NCPRD facilities between NCPRD and H3S. Any former agreements are terminated on the effective date of the signing of this agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

BOARD OF DIRECTORS
NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT

BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY
HEALTH, HOUSING AND HUMAN
SERVICES DEPARTMENT

Jim Bernard
Board Chair

Jim Bernard
Board Chair

Date

Date

ATTACHMENT A

Concord Property – Aerial View



West Entrance

