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Clackamas County
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OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Billy J. Williams
County Counsel

October 1, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County as,
Board of Directors of the
North Clackamas Parks and
Recreation District

Scott C. Ciecko
Amanda Keller
Shawn Lillegren
Jeffrey D. Munns
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Assistants

**Approval of Amendment 2 to the 2008 Cooperative Intergovernmental
Agreement Between City of Milwaukie and North Clackamas Parks and
Recreation District. (No County General Funds Involved)**

Previous Board Action/Review: June 2, 2026, Policy Session.

Performance Clackamas: Build Public trust through good government, and ensuring safe, healthy, and secure communities.

Counsel Review: JM; 9/23/2026

Procurement Review: N/A

Contact Person: Jeffrey D. Munns

Contact Phone: (503) 742-5984

EXECUTIVE SUMMARY: The current intergovernmental agreement (IGA) with the City of Milwaukie (City) has been in place since 2008. It was amended once before in 2010 to update the list of parks to be operated and maintained by North Clackamas Parks and Recreation District (NCPRD). NCPRD has been working with the City since early 2025 on revisions to the 2008 IGA and the negotiation of a separate IGA to provide funding to the City for the construction phase 3, and eventual operation, of Milwaukie Bay Park, boat ramp and dock.

The revisions to the 2008 IGA contained in the proposed amendment include:

1. Revision of NCPRD capital repair and replacement obligations.
2. Return of NCPRD capital investment in City-owned parks if City withdraws from NCPRD.
3. Milwaukie Bay Park phase 3 to be constructed and operated by the City.
4. City to be responsible for Milwaukie Community Center capital repair and replacement obligations.
5. Updated list of City-owned parks operated and maintained by NCPRD.
6. Uniform park maintenance standards district-wide.
7. NCPRD to pay for water, sewer, gas, and electricity, at City-owned parks operated by NCPRD at the same rate the City pays for the

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services and without additional City service fees.

RECOMMENDATION: Staff recommends approval of the attached Amendment 2 of the 2008 Cooperative Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District.

Respectfully submitted,



Jeffrey D. Munns
Assistant County Counsel

Attachments:

Amendment 2 of the 2008 Cooperative Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District.

**AMENDMENT #2
TO THE 2008 COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF MILWAUKIE AND NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT**

This Amendment #2 is entered into between North Clackamas Parks and Recreation District, a county service district formed under ORS Chapter 451 hereinafter referred to as ("District"), and the City of Milwaukie, hereinafter referred to as ("City"), pursuant to the provisions of the Intergovernmental Cooperation Act, ORS 190.003-190.250.

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. Section I., **Parks Capital Improvements** is replaced in the entirety as follows:

I. IMPROVEMENTS

A. DISTRICT

- 1) The District acknowledges that parks and recreation facility development priorities continue to grow and change. To this end, the District shall engage City residents as appropriate for planning and development projects and for those projects and all other matters will engage City residents indirectly through City-appointed District Advisory Committee representatives.
- 2) Except as relating to the Milwaukie Community Center in Section IV.B.1, Capital improvements, including new and repaired/replaced capital assets, under \$10,000 in value, for each City owned park, or other City owned recreation facility managed by the District (collectively referred to herein as "City Park Properties") can be implemented by the district without developing a formal agreement with the City. The District will notify the City of these improvements.
 - a) A "capital improvement, repair, or replacement" is any work performed by either party that due to the nature of the item or facility improved, repaired or replaced must be depreciated consistent with the County Capital Asset Policy (Policy # FIN-1.205), which speak to the Government Accounting Standards Board (GASB) and the Generally Accepted Accounting Principles (GAAP). An "improvement" is any work completed that is a permanent upgrade or addition to a property that increases its overall value, extends its useful life, or adapts it to a new use. These are distinct from "repairs" or "replacements" which restore a property to its original condition. "Maintenance" is the work described in Attachment 2, to this Agreement.
 - b) Subject to mutually agreed adequate funding for design, construction, and eventual operations capital improvements over \$10,000 in value that are

included in the District's CIP require a project-specific IGA with scope and cost-sharing for multi-year projects or an annual work plan with scope and cost-sharing for one-year projects and will be identified annually through the District's budget process. City acknowledges the District is required to follow ORS 223.297-223.314 for the creation and administration of the CIP.

- 3) Capital improvements requested by the City will be the financial responsibility of the City. The City will develop a project-specific IGA with the District and engage the District on design and selection of materials consistent with the process outlined in this agreement in consideration of long-term maintenance needs.
- 4) Capital improvements, repairs or replacements completed by the District with a value of over \$10,000 annually in any of the City Parks within the district must be approved by the City in a project specific IGA, or annual work plan that will be an IGA consisting of a number of projects. These approved capital improvements, repairs or replacements will be capitalized by the District annually (hereinafter referred to as "District Capitalized Asset").
- 5) If the City withdraws from the District or withdraws any City Park from District operation and management, the City will pay District the current depreciated value of all outstanding District Capitalized Assets, or in the case of a withdrawn City Park, the value of the outstanding depreciated value of the Capitalized Assets located at the City Park.
- 6) District Capitalized Assets will be depreciated over 25 years following the year the investment is made, unless a project specific IGA is used with a different term. The District Capitalized Assets will follow the Clackamas County Capital Asset Policy (#FIN-1.205) as shown in Attachment #3.

B. CITY

- 1) The City will retain the deeds to all City Park Properties operated and maintained by the District that are listed in Attachment #1.

As owner, the City shall retain authority for name changes to City Park Properties and the Milwaukie Community Center.

All City Park Properties maintained and operated by the District shall have signage explaining this dual relationship. Signs within these parks shall state: "This park is owned by the City of Milwaukie and maintained by the North Clackamas Parks and Recreation District."

- 2) The City may, at any time, construct new parks or make improvements to existing parks owned by the City. These improvements will be at the City's

own expense unless the District agrees in advance to provide funding for these improvements. For City Parks operated and maintained by District City staff shall coordinate with District staff throughout the planning, design and construction process to ensure efficient and safe operation and maintenance of City led and funded improvements. To this end, the District shall provide written approval of construction drawings and specifications before construction of improvements commence. This written approval will not be unreasonably withheld and will be provided no later than 30 days from receipt of the construction drawings and specifications. Any improvements not constructed consistent with the approved construction drawings and specifications shall be modified at the expense of the City. The District shall have no obligation to maintain or operate such parks unless otherwise agreed to in writing and the park shall be removed from Attachment #1 in Section II.A.1 below.

- 3) In those cases where the City would like to enhance, operate or maintain parks or facilities at a higher level of service than what is provided by the District, the City will have the exclusive right to the option to enhance, maintain and operate these facilities at the City's own expense. If the City funds improvements that are not approved by the District as described in B.(2) the City shall maintain those improvements in perpetuity unless otherwise agreed to by the District in writing.
- 4) The City's requests for District enhancement, maintenance or operation of new City facilities shall be made in writing and addressed to the Director of the District. The District Director shall respond to the City with a decision within two months of the City's request.

2. Section II., **Maintenance of Parks Facilities** is replaced in the entirety as follows:

II. MAINTENANCE

A. DISTRICT

- 1) The District will maintain and operate all City Park Properties listed in Attachment #1. The parties agree to update this list by June 30 annually in writing in the form of an amendment to this Agreement. The District will be responsible for paying for water, sewer, electricity, and gas only at City Park Properties it maintains and operates, without charge for other City fees, for those utilities billed to District by City. For utilities provided by City, District shall be billed for those utilities at the same rate City pays the provider for those services.
- 2) The District will maintain and operate all City Park Properties to the standard as described in Attachment #2.

- 3) The District does not have responsibility to maintain improvements adjacent and in some cases within City Park Properties including streets, bridges, utility poles, lighting poles, underground facilities, storm water facilities developed by the City, or signage in the City right-of-way.
- 4) Milwaukie Bay Park, and boat ramp, and dock will be maintained and operated by the City pursuant to a separate IGA once construction commences consistent with the terms of that agreement. The terms of that IGA shall supersede all references to Milwaukie Bay Park, and boat ramp, and dock in this agreement.

B. CITY

- 1) The City shall maintain parks and facilities owned by the City that are not listed in Attachment 2 as well as new assets or new improvements to existing assets that don't follow the process described in B.2).

3. Section III. A., **Recreational Programming: District** is replaced in the entirety as follows:

III. PROGRAMMING

A. DISTRICT

- 1) The District will provide aquatics, recreational and educational programming for all ages and abilities, year-round and throughout the District.
- 2) Except for North Clackamas Park and the Milwaukie Community Center, use of all City parks and recreation facilities will be on a first-come, first served basis. The District will be responsible for scheduling and management of North Clackamas Park and Milwaukie Community Center. At parks maintained by the City the City will be responsible for scheduling and managing programming, including issuance of permits. The City will not unreasonably withhold permission for the District to hold any programming in these parks.

4. Section IV., **Milwaukie Community Center** is replaced in the entirety as follows:

IV. MILWAUKIE COMMUNITY CENTER

A. DISTRICT

- 1) The District shall be responsible for programming, operations, and maintenance of the Milwaukie Community Center located at 5440 SE Kellogg Creek Dr., Milwaukie OR 97222 as funds allow.
- 2) The District may be responsible for administering programs at the Milwaukie Community Center for all ages as funds allow.

B. CITY

- 1) The City shall be responsible for funding capital improvements, repairs and replacements (including facility equipment that is beyond its useful life) at the Milwaukie Community Center. The City will not be responsible for replacing programming equipment, such as exercise machines and sports equipment.

C. JOINTLY, CITY AND THE DISTRICT

- 1) The District and the City may use the Milwaukie Community Center for such activities as public meetings consistent with building policies. All other governmental users will pay a fee consistent with building use policies approved by the BOD.
- 2) The City will continue to retain the deed to the Milwaukie Community Center and as owner has sole authority for a name change

5. Section V., **Administrative Issues** is replaced in the entirety as follows:

V. ADMINISTRATIVE ISSUES

A. DISTRICT FUNDING

- 1) Either party can pursue measures to secure additional funding related to capital or operational needs and can ask the other party for a statement of support for those efforts.

a. DISTRICT ADVISORY COMMITTEE

The DAC will be formed and operate consistent with its bylaws as approved by the Board of Directors. The City will propose its two representatives for consideration by the Board of Directors approval of which shall not be unreasonably withheld.

1)

- B. At the request of the City, the District Director or their designee may provide the City Council with an annual report describing District funding, planning and/or operations and maintenance of facilities and programs within the City.

6. Section VI., **Removal of City Parks and Recreation Facilities from District Maintenance Responsibility** is replaced in part as follows:

VI. REMOVAL OF CITY PARKS AND RECREATION FACILITIES FROM DISTRICT MAINTENANCE RESPONSIBILITY

- 1) The City may choose at any time to remove some of the assets described in Attachment #1 (including the Milwaukie Community Center) from the District's maintenance responsibility.
- 2) If the City removes assets from the maintenance and operation of the District, the City shall fund all operations and maintenance of the removed assets. There will not be a reduction in the District tax rate for City residents. City residents will continue to receive all of the benefits of in-District residents (e.g., lower user fees, priority use of facilities). Further, District residents will continue to receive all of the benefits (e.g., scheduling, priority use of facilities, equal or lower fees) of the removed facilities and will be treated equally with residents of the City.
- 3) Employees of the District primarily responsible for the operations or maintenance of removed assets may be transferred to the City per ORS 236.
- ...
- 5) Upon completion of all appeals, and rights to appeal, in the present litigation involving the parties in Clackamas County Circuit Court No. 22CV22550 and in the Oregon Court of Appeals No. A181673, the City may withdraw from the District as provided by State Law. Such withdrawal is subject to City's obligations under Section I.A for repayment of District Capitalized Assets.

7. Section VII.B.b, **Additional Provisions: Disputes: Step Two** is modified as follows:

- b) Step Two. If the dispute cannot be resolved within thirty (30) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five potential mediators from an entity or firm providing mediation services that is mutually acceptable to the parties. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the parties shall submit the matter to the Presiding Court of Clackamas County and the Presiding Judge shall appoint such a mediator from the list of mediators submitted by the mediation entity or firm. The mediator's fees shall be borne equally by the parties, and the parties shall each bear their own costs, attorney fees and fees associated with the mediation. If the issue is resolved at this step, a written determination of such resolution shall be signed by each representative and approved by the respective governing body.

8. Section VII.E, **Additional Provisions: Notices** is modified as follows:

To the City: City Manager
 10501 SE Main Street
 Milwaukie, OR 97222

To the District: District Director
 3811 SE Concord Road
 Oak Grove, Oregon 97267

9. Section VII.G.2-3, **Additional Provisions: Review** removes the following sections below in italics:

- 2) *Beginning on July 1 of 2013, and each five years after that date, the City will formally review the IGA and meet with the DAB to discuss potential amendments; or*
- 3) *At such time the District Master Plan is amended, the City will review the IGA and propose amendments to the District within one year of the effective date of the amended master plan.*

- 10. Attachment #1, Milwaukie Parks to be maintained and operated by the Service District, is replaced in the entirety as follows:**

ATTACHMENT #1:

CITY-OWNED PARKS TO BE MAINTAINED AND OPERATED BY THE DISTRICT

Ardenwald Park
Spring Park
Stanley Park (excluding well site)
Century Park
Water Tower Park (excluding well site and water tank)
Furnberg Park
North Clackamas Park
Dogwood Park
Wichita Park
Scott Park
Robert Kronberg Park
Ball-Michel Park
Homewood Park
Balfour Park
Bowman-Brae Park

- 11. Attachment #2, Park Maintenance Standards City of Milwaukie**, is replaced in the entirety as follows:

ATTACHMENT #2:

MAINTENANCE STANDARDS

Assets owned by the City are divided into three categories: Developed Parks, Special Use Facilities, and Natural Resource Areas. The level of service for District maintenance of City-owned assets shall be consistent with service provided throughout the District and is subject to the availability of funding.

Developed Parks

Developed Parks may also include Natural Resource Areas within their boundary. City-owned Developed Parks include: Ardenwald Park, Dogwood Park, North Clackamas Park, Milwaukie Bay Park, Scott Park, Balfour Park, Wichita Park, Spring Park, Homewood Park, Ball-Michel Park, Furnberg Park, Stanley Park, Bowman-Brae Park, Century Park, and Water Tower Park.

The following is a list of typical tasks performed at Developed Parks:

- Turf edging and mowing
- Broadleaf weed management
- Fertilization of turf and plantings
- Removal of trash and litter
- Irrigation system management including winterization
- Pruning of trees and shrubs for safety
- Mulching of leaves
- Maintenance and repair of site furniture and minor improvements (i.e. picnic tables, benches, trash receptacles, fencing)

SPECIAL USE FACILITIES

There are a variety of special use facilities owned by the City. These facilities are maintained differently based on their use.

Milwaukie Bay Park, Boat Ramp and Dock: The dock is removed in the fall and replaced in the spring. Fall removal of the dock is to prevent damage to the asset by winter debris flows in the river. See Developed Parks for typical tasks provided in the surrounding area.

Restrooms: There are ten restrooms at City-owned assets. Eight restrooms are located at North Clackamas Park and the other restrooms are located at the Milwaukie Bay

Park boat ramp. Restrooms are inspected and cleaned at regularly scheduled intervals depending on the season, and the size and type of event scheduled nearby.

Sidewalks and Parking Lots: All debris is blown from sidewalks by the District. Parking lots and roadways are swept and repaired on an as needed basis by City Public Works.

NATURAL RESOURCE AREAS

Natural Resource Areas may be singular assets or located within a Developed Park. City-owned Natural Resource Areas include the following: Furnberg Park, Homewood Park, Spring Park, Kronberg Park, Dogwood Park, Scott Park, North Clackamas Park and Milwaukie Bay Park.

Natural areas are characterized as undeveloped landscapes with relatively intact ecosystem structure and functions, and used primarily for passive recreation. Natural areas are considered to have limited or minimal human disturbance and provide habitat for Lower Willamette Valley biotic communities in an urban setting.

The District will provide staff, organize volunteers or coordinate contract workers to enhance park ecosystems utilizing methods such as removing invasive plants, hazardous trees, and litter on an as-needed basis; and, replacing or planting native plants and clearing pathways in a manner fitting natural areas. The use of chemicals shall be minimized in these areas.

Where practical and safe, the District will consider the impacts of maintenance to natural cycles of succession, disturbance, and wildlife habitat needs. For example, dead or declining trees in a natural area may create opportunities for standing snags, nurse logs and brush piles. Aquatic features like pools or in stream woody debris are maintained even if doing so decreases drainage. Every effort should be taken to retain or increase available enhancement resources on a given site while maintaining a safe environment for the public.

Natural and sensitive areas shall be monitored for the following:

- Public use, such as high impact, vandalism, graffiti, or illegal activity
- Silt or debris loading and drainage of wetlands, ponds, and streams
- Presence of invasive plants and hazardous trees
- Water quality and upstream impacts
- Dog or other pet impacts to turf, trails and wetlands

Natural areas are subject to litter and dumping activity. Park visitors are less likely to dump or litter if a site is clean and appears well maintained. Maintenance activities may discourage this activity through these routine tasks:

- Inspection of trailheads
- Quick response clean-up when incidents are reported

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- Prompt removal of encampments (Milwaukie Code Enforcement staff should be contacted to assist with this)

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Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

**North Clackamas Parks
And Recreation District**

City of Milwaukie

Craig Roberts, Chair

Date

Date

NCPRD Capital Investments Over \$10,000 Annually in Milwaukie Park Properties

Current Date: 10/1/2026
(must be updated to get accurate data)

Name	Date	Amount Invested	Salvage Value	Total Depreciation	Years of Useful Life	Current Annual Depreciation	Monthly Depreciation	Years	Months	Current Value
Old Park Playground Replacement	8/1/2019	\$50,000	\$15,000	\$35,000	25	\$1,400.00	\$116.67	7	2	\$39,966.67
New Project	7/15/2022	\$75,000.00	\$25,000.00	\$50,000.00	25	\$2,000.00	\$166.67	4	2	\$63,000.00
										\$102,966.67 Total