



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 15, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the North Clackamas Parks & Recreation District for public improvements in support of the Concord Park and Community Center and the Oak Lodge Library. No Fiscal Impact. Agreement Duration is 2 years. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	-Safe, Secure and Livable Communities -Build a Strong Infrastructure		
Counsel Review	Yes	Procurement Review	NA
Contact Person	Jonny Gish	Contact Phone	(503) 742-4707

EXECUTIVE SUMMARY:

The Department of Transportation and Development (DTD) and the North Clackamas Parks and Recreation District (NCPRD) are jointly seeking approval of an IGA that waives the third-party Warranty Surety requirement and enters an agreement for a two-year warranty period for road improvements at the Concord Campus (3811 SE Concord Road, Milwaukie, OR).

Currently NCPRD has an approved land use for design review for the new 15,360 square foot public library and the community center at the former Concord Elementary School to construct certain public improvements at and along 3811 SE Concord Road.

Under [Clackamas County Roadway Standards](#) section 190, an applicant generally must provide a Performance Surety in order to obtain a Certificate of Occupancy before the County accepts required improvements. Additionally, when the improvements are in the County right-of-way, the applicant must also provide a Warranty Surety for a period of two years from when the improvements have been completed and accepted by the County. The County then releases the Performance Surety when the applicant provides the Warranty Surety.

This IGA waives the two-year warranty requirement for public improvements within and along the County right-of-way at and along 3811 SE Concord Road, and sets forth the terms under which DTD shall release NCPRD's Performance Surety without the requirement of obtaining a Warranty Surety.

As proposed, the IGA will become effective upon signing and expires automatically upon the final

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warranty inspection approval of the constructed improvements.

RECOMMENDATION: Staff respectfully recommends that the Board approve the attached Intergovernmental Agreement (IGA) with the North Clackamas Parks and Recreation District (NCPRD) for the Concord Park and Community Center and the Oak Lodge Library public improvements, located on the Concord property at 3811 S.E. Concord Road.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation and Development

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT REGARDING SURETIES FOR IMPROVEMENTS RELATED
TO THE OAK LODGE LIBRARY AND COMMUNITY PARK PROJECT**

This Agreement is entered into by and between Clackamas County, a political subdivision of the State of Oregon (the "County"), and the North Clackamas Parks and Recreation District, a county service district formed pursuant to ORS chapter 451 (the "District"), collectively referred to as the "Parties" and each a "Party."

RECITALS

1. ORS 190.010 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government or its officers or agencies have the authority to perform.
2. On November 8, 2023, the Clackamas County Hearings Officer issued a decision in File No. Z0083-23, an application by the District for design review to construct a new 15,360-square-foot public library, to renovate the former Concord Elementary School into a community center, and to construct certain site improvements at 3811 SE Concord Road, Milwaukie, OR 97267, also known as tax lot 21E12AD02900, more particularly described in and depicted on the attached Exhibits "A" and "B" (the "Property").
3. The decision in File No. Z0083-23 approved the application subject to conditions requiring certain frontage improvements along SE Concord Road, which is a County road (the "Improvements"). On April 11, 2024, the County issued Permit No. SC007523 for the Improvements.
4. Under Clackamas County Roadway Standards section 190, an applicant generally must provide a Performance Surety in order to obtain a Certificate of Occupancy before required improvements have been accepted by the County. When the improvements are in County right-of-way, the applicant generally must provide a Warranty Surety for a period of two years from when the improvements are completed, provided they are accepted by the County. The County generally releases the Performance Surety when the applicant provides the Warranty Surety. However, under Clackamas County Code section 7.03.030, "the Board may take any action deemed to safeguard the best interests of the traveling public."
5. The District has provided a Performance Surety for the Improvements, and the Improvements are nearing completion.
6. The Parties desire to ensure that development of the Property and the Improvements are completed in accordance with the decision in File No. Z0083-23 and with Permit No. SC007523 (the "Permits"), and that the Improvements are

guaranteed from defect and damage for at least two years from when they are completed, provided they are accepted by the County.

7. The Parties further desire that the District not incur the cost of obtaining a Warranty Surety for the Improvements.
8. This Agreement sets forth the terms under which the County shall release the District's Performance Surety without requiring it to obtain a Warranty Surety.

AGREEMENT

The Parties agree as follows:

1. **Term.** This Agreement shall become effective on the last date of signature by a Party indicated below and shall expire automatically upon final warranty inspection approval for the Improvements.
2. **District Responsibilities.**
 - A. The District shall complete development of the Property and the Improvements in accordance with the Permits.
 - B. The District shall guarantee the Improvements from defect and damage for at least two years from when they are completed, provided they are accepted by the County.
 - C. Upon receiving notice from the County, the District shall cause to be repaired any of the Improvements that are found to be defective within the two-year warranty period.
3. **County Responsibilities.**
 - A. The County shall release the District's Performance Surety when the Improvements are accepted by the County, regardless of whether the District has provided a Warranty Surety.
 - B. The County shall provide timely responses and inspections related to the administration of Permit No. SC007523.
 - C. The County shall provide reasonable notice to the District of any defect in the Improvements.

4. **Party Contacts.**

A. Alexandra Gilbertson or her designee shall act as liaison for the District for this Agreement.

Contact Information:

Kia Selley, Director
North Clackamas Parks and Recreation District
3811 SE Concord Rd
Milwaukie, OR 97267
971-337-6867
KSelly@ncprd.com

B. Jonny Gish or his designee shall act as liaison for the County for this Agreement.

Contact Information:

Jonny Gish
Clackamas County Department of Transportation and Development
150 Beavercreek Road
Oregon City, OR 97045
503-742-4707
jgish@clackamas.us

5. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

B. **Applicable Law.** The Parties shall comply in all ways with applicable local, state, and federal ordinances, statutes, laws, and regulations.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or a different time, of any other remedies for the same breach, or for any other breach, by the other Party.

D. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision

unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect, to the maximum extent possible, to the intentions of the Parties.

E. **Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of a Warranty Surety for the Improvements and the release of the District's Performance Surety. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change to the terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and unless all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision. A waiver as to one breach shall not be deemed a waiver as to any other breach not expressly identified, even though the other breach is of the same nature as the one waived.

F. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

G. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties.

H. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, and all of which shall constitute the same instrument.

CLACKAMAS COUNTY

Craig Roberts, Chair

Date

Recording Secretary

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Craig Roberts, Chair

Date

Recording Secretary