



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Kia Selley, *RLA*, Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

October 29, 2026

BCC Agenda Item: _____

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

Approval of Goods and Services Contract #1951 with All Play Systems for the supply of playground equipment and supply and installation of playground surfacing for park improvements at the Jennings Lodge Campus. Contract value is \$217,752.07. Funding through Metro Local Share and Metro Nature in Neighborhood Capital Grant. No County General funds will be used. No NCPRD General Funds will be used.

Previous Board Action/Review: Approved contract for design and engineering services with Mackenzie at a Business Meeting on 6/29/2023.

Performance Clackamas:

1. Safe, Secure and Livable Communities
2. Healthy People
3. Public Trust in Government

Counsel Review: AK, 10/13/2026
Contact Person: Alex Gilbertson

Procurement Review: MF, 10/13/2026
Contact Phone: 971-430-0388

EXECUTIVE SUMMARY: In 2020, the NCPRD Board of Directors approved an Intergovernmental Agreement (IGA) between North Clackamas Parks and Recreation District (NCPRD) and the Oregon City School District (OCSD), for NCPRD to develop a new neighborhood park at the OCSD Jennings Lodge Campus. The project will provide a new neighborhood park in a park deficient area of the district. The new park will provide an accessible playground, community gathering areas, and nature-based amenities for area residents.

The contract with All Play Systems, in the amount of \$217,752.07, includes the supply and installation of new rubber tile safety surfacing, and the supply of playground equipment. This contract is funded by Metro Nature in Neighborhoods Capital Grant and Metro Local Share.

RECOMMENDATION: Staff recommend that the NCPRD Board approve Goods and Services Contract #1951 with All Play Systems for the supply and installation of safety surfacing and playground equipment for the neighborhood park at the Jennings Lodge Campus. Total contract value is \$217,752.07.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kia Selley".

Kia Selley, *RLA*, Director
North Clackamas Parks and Recreation District

For Filing Use Only



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #0000001951**

This Goods and Services Contract (this "Contract") is entered into between Allplay Systems, LLC ("Contractor"), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon ("District"), for the purposes of providing **Tile Protective Surfacing at the Jennings Lodge Campus**.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon the signature of both parties and shall remain in effect until **June 30, 2028** or until completion of all obligations provided herein, whichever is later.
2. **Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the District.
3. **Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Seventeen Thousand Seven Hundred Fifty-Two Dollars and Seven Cents (\$217,752.07)** for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to the Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: finance@ncprd.com

5. **Travel Expense Reimbursement.** Authorized: ☐ Yes ☒ No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract and Exhibit A.

7. Contractor and County Contacts.

<u>Contractor</u> Administrator: Molly Fuller Phone: 888-531-4881 Email: Molly@allplaysystems.com	<u>County Contract Administrator:</u> Administrator: Alexandra Gilbertson Phone: 503-742-4348 Email: Agilbertson@ncprd.org
--	--

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of District, or settle any claim on behalf of District, without the approval of the Clackamas County Counsel's Office. District may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

☒ **Required – Commercial General Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

☐ **Required – Professional Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

☒ **Required – Automobile Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for District's intended use, described in Exhibit A. As necessary, the District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District in its sole discretion. If the District finds the goods furnished to be incomplete or not in compliance with the Contract, the District, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the District at a reduced price. If Contractor is unable or refuses to

cure any defects within a time deemed reasonable by the District, the District may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to District at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the District's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

16. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction 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 Contract did not contain the particular term or provision held to be invalid.

17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. Tax Compliance and Certifications. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

21. Remedies. If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 29. Reserved.**
- 30. Reserved.**

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

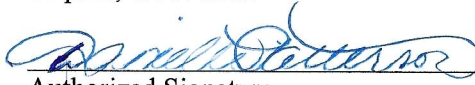
32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Allplay Systems, LLC
170 Havenwood Ln
Sequim, WA 98382

North Clackamas Parks and Recreation District

 10/9/26
Authorized Signature Date

Signature Date

Daniel Patterson, Managing Partner
Name / Title (Printed)

Name

847320-99
Oregon Business Registry #

Title

FLLC/Washington
Entity Type / State of Formation

Approved for Legal Sufficiency:

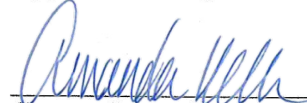
 10/13/2026
County Counsel Date

EXHIBIT A
CONTRACTOR'S QUOTE



AllPlay Systems, LLC
P.O. Box 1886
Sequim, WA 98382

Toll Free: 888.531.4881
Fax: 888.655.6412
Email: molly@allplaysystems.com

Quotation

Molly Fuller
(503) 867-4134

Project: Jennings Lodge Campus - Tile Protective Surfacing
Date: 8/25/2026

Prepared for: Alexandra Gilbertson
Quote valid until: 9/24/2026

Bill To:
Contact:
Phone:
Email:

Ship To:
Contact:
Phone:
Email:

Vendor	Item Description	Model	Qty	Unit Price	Total Price
EMC	3.50 Tile Blue/Black	KKT035-08	433	\$40.15	\$17,384.95
	3.50 Tile Green/Black	KKT035-08	1580	\$57.49	\$90,834.20
	3.50 Tile Hawaiian Sand	KKT035-08	267	\$57.49	\$15,349.83
	SureSTICK Adhesive - 5 gal	ACCGLU-02	39	\$290.35	\$11,323.65
	FREIGHT to site - 39 pallets @ 80,095 lbs		1	\$7,797.00	\$7,797.00
KCDA	KCDA Contract #26-315 Playground Equipment, Surfacing, & Site Amenities (10% discount)		1	-\$13,489.26	-\$13,489.26
GR Morgan	Installation of Tile (8,568 sq ft)		1	\$71,802.00	\$71,802.00
Playcraft	Celebration Spinner		1	\$15,833.00	\$15,833.00
	FREIGHT to site		1	\$2,500.00	\$2,500.00
KCDA	KCDA Contract #26-315 (10% discount)		1	-\$1,583.30	-\$1,583.30

Additional Info:

KCDA Contract #26-315 Playground Equipment, Surfacing, & Site Amenities (10% discount)

Subtotal \$217,752.07
Tax
Total \$217,752.07

Note:
Includes 5% extra for cuts

Payment terms: 50% down, balance due Net 30 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Written approval must be received prior to order initiation. By signing, dating, and returning this document, the customer accepts these terms and authorizes Allplay Systems, LLC to order the items as listed above.

Customer Signature: _____

Date: _____

