



February 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between
Boring-Damascus Grange #260 and Clackamas County Parks
for the Purchase and Installation of Playground Equipment at Boring Station Trailhead Park

Purpose/Outcomes	Clackamas County Parks and Boring-Damascus Grange have partnered to secure funding for the purchase and installation of a new playground structure at Boring Station Trailhead Park.
Dollar Amount and Fiscal Impact	Purchase contract amount of \$80,041.62
Funding Source	Clackamas County Parks is providing \$16,472.62 through its adopted FY 15/16 budget, and Boring-Damascus Grange is providing \$63,569 in donated funds.
Duration	N/A
Previous Board Action	The Board has previously approved the planning, development and construction of Boring Station Trailhead Park. This project is a part of Phase 2 construction previously approved in the concept plan for the park.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Residents will experience a clean, safe and healthy recreation opportunity.
Contact Person	Rick Gruen, County Parks & Forest Manager, 503.742.4345
Contract No.	N/A

BACKGROUND: This MOU acknowledges the collaborative partnership between Boring Damascus Grange #260 and County Parks to purchase and install playground equipment at Boring Station Trailhead Park. The Boring-Damascus Grange, through its Friends of Boring Station Trailhead Park Committee, has been a long-standing partner with Clackamas County Parks to help raise community support, funding and volunteer assistance to build Boring Station Trailhead Park and the Clackamas County portion of Springwater Trail. Since 2013, the Boring-Damascus Grange and local community has fundraised to support the purchase of playground equipment for the park as part of Phase II of the Boring Station Trailhead Park Concept Plan. \$63,569 has been raised by the community with Clackamas County Parks contributing \$16,472.62 to meet the total project cost of \$80,041.62. Clackamas County Parks will assume ownership and maintenance responsibilities of the playground equipment.

RECOMMENDATION: Staff recommends the Board approve this MOU and accept the Boring-Damascus Grange’s donation to County Parks. As per County policy, this MOU has been reviewed and approved by County Counsel.

Respectfully submitted,

Laura Zentner
Business & Community Services

MEMORANDUM OF UNDERSTANDING
Between
Boring-Damascus Grange #260
And
Clackamas County Parks & Forest

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between Boring-Damascus Grange # 260, hereinafter referred to as “Grange” and Clackamas County through its Department of Business and Community Services , hereinafter referred to as “County Parks.”

A. PURPOSE:

This MOU is for the purpose of acknowledging and codifying the collaborative effort of the Grange and County Parks to purchase and install a playground structure at Boring Station Trailhead Park. The Grange, through its Friends of Boring Station Trailhead Park committee, has successfully raised \$63,569 against the estimated total project cost of \$80,041.62. It is the desire of County Parks to contribute the amount of \$16,472.62 to cover the remaining funds necessary to proceed with the project. Grange and County Parks have worked together with the vendor and community to approve the playground design and specifications. It is understood by Grange and County Parks that the Boring Station Park playground structure will become a capital asset of County Parks.

B. GENERAL PROVISIONS:

1. County Parks will run the purchase agreement through County Purchasing for the full amount of \$80,041.62, following all required Clackamas County purchasing and contracting processes.
2. Grange will remit a check to County Parks in the amount of \$63,569 with the signing of this MOU for the purpose of donating in support of the purchase of playground equipment.
3. County Parks will oversee the purchase, delivery and installation of the playground structure with the vendor and installation contractor.
4. Grange will work with County Parks staff to prep the site and assist with delivery and install as needed. The parties agree that Grange efforts will be classified and treated as donative labor efforts and all appropriate waivers and other legal requirements will need to be complied with and/or executed before Grange-associated individuals may participate in the effort. Such participation will be as allowed by the contractor engaged by County Parks in its sole and absolute discretion.
5. County Parks staff will assume ownership, control and maintenance of the playground structure upon installation as part of general park operation and maintenance responsibilities. The parties acknowledge and agree that Clackamas County is the owner the land on which the Boring Station Trailhead Park resides and that any improvements made thereon, including but not limited to the playground improvements, will be owned by County Parks.
6. Clackamas County, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, agrees to indemnify, defend and hold harmless the Grange, its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the County, including its officers, agents and employees, in performance of this MOU. Grange, to the maximum extent permitted by law, agrees to indemnify, defend and hold harmless Clackamas County, its elected officials, officers, agents and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of the Grange, including its officers, agents and employees, in performance of this MOU.

C. PRINCIPAL CONTACT:

County Parks & Forest Contact	Boring-Damascus Grange #260
Rick Gruen, Manager	Marlin Marsh, Master (President)
Clackamas County Parks & Forest	Boring-Damascus Grange
150 Beaver Creek Road	Hwy 212
Oregon City, OR 97045	Boring OR 97011
Phone: 503-742.4345	Phone: 503.663.1853
E-Mail: rgruen@clackamas.us	E-Mail: marshsm@comcast.net

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

BORING-DAMASCUS GRANGE #260

DATE: _____

CLACKAMAS COUNTY

DATE: _____