



November 3, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Facility Use Agreement with
North Clackamas Parks and Recreation District and
Clackamas County Master Gardeners Association
For Gardening Services at the Milwaukie Center Community Garden

Purpose/Outcomes	Provide oversight and management of the Milwaukie Center Community Garden.
Dollar Amount and Fiscal Impact	Annual Revenue amount of \$887.
Funding Source	No County General Funds required.
Duration	Effective upon signature and expires on October 1, 2017.
Previous Board Action	None.
Strategic Plan Alignment	1. Supports the purpose of providing gardening services for the community, including soil sampling clinics and educational gardening workshops that support healthy soils, gardening and composting. 2. Supports the County's goal of ensuring safe, healthy garden practices.
Contact Person	<i>Scott Archer, NCPRD Director, 503-742-4421</i> <i>Marty Hanley, NCPRD, Milwaukie Center Supervisor, 503-794-8058</i>

BACKGROUND:

North Clackamas Parks and Recreation District ("NCPRD") requests the approval of a Facility Use Agreement with Clackamas County Master Gardeners Association (CCMGA).

NCPRD/Milwaukie Center wishes to have the CCMGA prepare beds for planting in the spring, maintain garden boxes 1, 2, and 3, provide a list of soil amenities and garden supplies for District to obtain, and keep record of volunteer hours in relation to the operation of community gardens to be reported quarterly to the Milwaukie Center staff liaison.

CCMGA will plan and coordinate a minimum of (2) soil testing clinics per year for the community at the Milwaukie Center and plan a minimum of (3) educational gardening workshops for the community at the Milwaukie Center. CCMGA will follow language in all promotional information about the clinics and workshops: "in partnership with North Clackamas Parks and Recreation District and the Milwaukie Center".

The Facility Use Agreement has been reviewed by County Counsel.

RECOMMENDATION:

NCPRD staff recommends the Board of County Commissioners, acting as the Governing Body for North Clackamas Parks and Recreation District, approve the Facility Use Agreement with CCMGA and authorize BCS Director Gary Barth to sign on behalf of Clackamas County.

ATTACHMENT:

1. Facility Use Agreement between NCPRD and CCMGA for Gardening Services

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

Facility Use Agreement

North Clackamas Parks and Recreation District

Clackamas County Master Gardeners Association Agreement

Agreement Term: October 1, 2016 to October 1, 2017

This Agreement entered into this 1st day of October, 2016 by and between the North Clackamas Parks and Recreation District, (hereinafter called the "District") and the Clackamas County Master Gardeners Association (hereinafter called "Contractor"):

WITNESSETH

WHEREAS, Clackamas County a political subdivision of the State of Oregon, by voter approval established the North Clackamas Parks and Recreation District, which is governed by the Clackamas County Board of Commissioners, sitting as the Board of Directors of the District, and;

WHEREAS, the District is desirous of retaining the Contractor to appoint a volunteer from the contractor's organization to provide gardening services for the Milwaukie Center Community Garden located at the Milwaukie Center.

Whereas, Contractor has the professional qualifications and certification with a reputable agency and is qualified to provide such program services; and

Whereas, District and Contractor are agreeable to the terms and conditions hereinafter set forth governing the provisions of specified services;

NOW, THEREFORE in consideration of the mutual promises and covenants contained, it is mutually agreed as follows:

- I. THE CONTRACTOR AGREES TO :
 - A. Provide those services set forth in "Attachment A" as an independent Contractor and not as an employee or agent of the District.
 - B. Indemnification
Contractor agrees to indemnify hold harmless and defend District, its Directors and their officials, and every officer, employee and agent of the District from any and all liability or financial loss resulting from any suits, claims, losses or actions brought by any person or persons and from all cost and expenses of litigation brought against District, by reason of injury to any person or persons, or damage, destruction, or loss resulting from any or all wrongful or negligent acts, errors and omissions of Contractor or any employee or agent of the Contractor in the performance of the Agreement.
- II. The District Agrees to:
 - A. Utilize the following language in all promotional information about the Community Garden: "in partnership with Clackamas County Master Gardeners Association".
 - B. Appoint a staff Community Garden liaison to be the contact with the CCMGA Community Garden Coordinator.
 - C. Advertisement of garden plots for community use within following guidelines:

- priorities to be given to past garden users, age 55+ or disabled and Parks District residents further assignments on a first come, first served basis
 - non-residents of the District and younger people, as space permits (after May 15 of each year)
- D. Provide application to prospective garden participants.
- E. Ensure annual weed control in gravel pathways areas and safety/functional maintenance of Community Garden area.
- F. Obtain mutually agreed upon soil amenities and garden supplies for Community Garden.
- G. Provide timely communication of any concern or issue that may substantially affect this partnership or the Community Garden.
- H. All Community Garden upkeep and water costs will be the responsibility of the District.
- III. The District Agrees to provide Meeting Space at the Milwaukie Center and North Clackamas Park – Section A:
- A. Milwaukie Center– Basic cost to open facility includes partial Facility Use Coordinator salary, partial custodial costs, partial utility costs and administrative fee. Also usage on the 2nd Monday/month, 6:00 p.m. – 9:30 p.m. (3.5 hours) in Rhododendron, Trillium, Violet rooms, and Stage, with the exception of July and August, 2017.
- 1/4 of Facility Use Coordinator salary x 3.5 hours = \$35.00
- Custodial costs -- \$120/night, assessed at 1/6 of cost = \$20.00
- Utility fee (electricity, gas, garbage) = \$15.00
- Administrative fee = \$14.00
- Total assessment at discount for 3.5 hour meeting = \$84.00, \$840.00 for 10 meetings.
- (Current rental rate, \$95/hrly x 3.5 hrs = \$332.50, \$248.50 savings/meeting, \$2,485.0 annual savings/10 meetings).
- B. North Clackamas Park – Basic cost to provide facility includes Parks Maintenance staff salary x 1 hour, garbage, utility costs and administrative fee.
- Usage of A-frame - 2nd Monday in August.
- Staff salary = \$30/hr.
- Utility = \$10/use fee
- Administrative fee= \$7.00
- Total assessment for A-Frame/one-time use = \$47.00
- (Current rental rate, \$185 for up to 6 hr. use, \$138.00 savings).
- IV. The District and the Contractor Agrees that:
- A. District Priorities
- The Contractor shall comply promptly with any requests by the District relating to the emphasis or relative emphasis to be placed on various aspects of the program or to such other matters pertaining to said program.

B. Independent Contractor

1. The Contractor in carrying out the services to be provided under this Agreement is acting as an independent contractor and is not an employee of District, and as such accepts full responsibility for taxes and other obligations associated with payment for services under this agreement as part of the agreed upon fee for services. As an independent contractor, Contractor will not receive any benefits normally accruing to District employees unless required by applicable law.
2. The Contractor be completely independent and solely determine the manner and means of accomplishing the end result of this agreement, and District does not have the right to control or interfere with the manner or method of accomplishing said results. The District, however, has the right to specify the results of the Contractor's responsibilities.
3. Contractor shall not, at any time or in any manner represent that or any of its agents or employees are in any manner agents or employees of the District.
4. The Contractor is free to contract with other parties for the duration of the Agreement as long as they do not interfere with Contractor's performance. However, Contractor agrees not to accept any employment or representation during the term of the Agreement which is or may likely make Consultant "financially interested" in any decision made by District on any matter in connection with which Contractor has been retained pursuant to this Agreement.

IN WITNESS WHEREOF the parties have cause this Agreement to be signed as of the 1st day of October 2016.

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

BY: _____ DATE: _____
Kandi Ho, Title, Aquatic & Recreation Manager

BY: _____ DATE: _____
Gary Barth, Director, Business and Community Services

CONTRACTOR

Name of Contractor DATE: _____

Address: _____

Phone: _____

E-Mail: _____

ATTACHMENT A

Dated: October 1, 2016

Agreement Term: October 1, 2016 to October 1, 2017

1. Milwaukie Center Community Garden

CCMGA will provide oversight and management of the Milwaukie Center Community Garden, including:

- a. Appointment of a Community Garden Coordinator from CCMGA who will coordinate with Milwaukie Center staff Community Garden liaison.
- b. Preparation of beds for planting early spring (no later than April 1).
- c. Work with Milwaukie Center staff liaison to develop agreed list of needed soil amenities and garden supplies for District to obtain.
- d. Keep record of all volunteer hours related to the operation of the community garden and report quarterly to the Milwaukie Center staff liaison.
- e. Maintain community garden boxes 1, 2 and 3. Work with community gardening participants with regards to proper composting techniques.
- f. Provision of timely communication of any concern or issue that may substantially affect this partnership or the Community Garden.

2. Use of Meeting Space

CCMGA will:

- a. Schedule meeting space through the Milwaukie Center Facility Use Coordinator.
- b. Reimburse NCPRD/Milwaukie Center at the rate of \$84.00/meeting for Master Gardeners of Clackamas County meetings at the Milwaukie Center. Space use: Rhododendron Room, Trillium Room, Violet Room every 2nd Monday between 6:00 p.m. and 9:30 p.m. from September through June.
- c. Reimburse District \$42.00/meeting for CCMGA meeting at the North Clackamas Park A-frame on the 2nd Monday in August between 4 p.m. and 8 p.m.
- d. Leave space utilized clean and return furniture as found prior to the meeting.

3. Garden Clinics and Workshops

CCMGA will:

- a. Plan and coordinate, with the Milwaukie Center liaison, a minimum of 2 soil testing clinics per year for the community at the Milwaukie Center.
- b. Plan and coordinate, with the Milwaukie Center liaison, a minimum of 3 educational gardening workshops for the community at the Milwaukie Center.
- c. Utilize the following language in all promotional information about the clinics and workshops: "in partnership with North Clackamas Parks and Recreation District and the Milwaukie Center".