

**CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Sitting/Acting as the Board of Directors for the North Clackamas Parks and Recreation District**  
**Policy Session Worksheet**

**Presentation Date:** December 18, 2018 **Approx. Start Time:** 10:30 a.m. **Approx. Length:** 30 min.

**Presentation Title:** Jennings Lodge Elementary IGA

**Department:** North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS)

**Presenters:** Laura Zentner, CPA, BCS Director, Scott Archer, NCPRD Director and Kathryn Krygier, NCPRD Planning and Development Manager

**Other Invitees:**

**WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?** Guidance on proposed partnership with Oregon City School District (OCSD) and draft Intergovernmental Agreement (IGA) between NCPRD and OCSD.

**EXECUTIVE SUMMARY:** NCPRD and OCSD wish to cooperatively develop a neighborhood park and associated amenities on land owned by OCSD at Jennings Lodge Elementary School located at 18521 SE River Road in the Jennings Lodge neighborhood.

NCPRD's adopted Parks and Recreation Master Plan (2004) and Revised Draft Master Plan (2015) identify the need for additional neighborhood park opportunities in the portion of the District where Jennings Lodge Elementary School is located. Due to limited remaining open space in this area, NCPRD has been unable to address this identified need.

OCSD owns school property which is underutilized due to existing conditions. NCPRD has identified funding sources to develop a neighborhood park in this area, but has not been able to identify available property for the purpose. OCSD owns property in this area, but lacks resources to improve it for school and community uses. Thus, this potential Agreement will address needs and combine resources of two public agencies serving the same community for a creative solution that each party would be otherwise unable to accomplish.

The partnership would allow for the improved open space to continue to be utilized by OCSD during regular school hours and for other school-related activities as needed. During non-school hours, the improved open space would be utilized as a neighborhood park for the surrounding community. The land would continue to be owned by the school district. If executed, the partnership would last for a minimum of 20 years, if not longer. The details of the partnership are outlined in the attached draft IGA.

The scope of a potential project, including specific amenities, layout, size and all other design considerations would be determined through a community-based master planning and design process to be led by NCPRD in partnership with OCSD.

If the Board is amenable to this partnership opportunity with OCSD, staff will bring an IGA to a future Board meeting for consideration.

**FINANCIAL IMPLICATIONS (current year and ongoing):**

Is this item in your current budget?  YES  NO

What is the cost? Approximately \$1M-1.5M for development; Use of property at no cost

What is the funding source?

Potential sources are: Zone 2 SDCs, General fund, Strategic Partnership proceeds, Grants

**STRATEGIC PLAN ALIGNMENT:**

- How does this item align with your Department's Strategic Business Plan goals?
  - Maximize community support
  - Develop & improve partnerships
  - Provide exceptional parks and recreation experiences
  
- How does this item align with the County's Performance Clackamas goals?
  - Build trust through good government
  - Ensure safe, healthy and secure communities

**LEGAL/POLICY REQUIREMENTS:** Execution of an IGA between NCPRD and OCSD

**PUBLIC/GOVERNMENTAL PARTICIPATION:** Should an IGA be executed, NCPRD and OCSD staff will engage the community in a robust public process to determine the desired site plan.

**OPTIONS:**

1. Direct staff to pursue a partnership with OCSD for development of underutilized land at the Jennings Lodge Elementary School site and to finalize an IGA for Board consideration
2. Direct staff not to pursue a partnership with OCSD at this time

**RECOMMENDATION:** Staff respectfully recommend Option 1, direct staff to pursue a partnership with OCSD for development of underutilized land at the Jennings Lodge Elementary School site and to finalize an IGA for Board consideration.

**ATTACHMENTS:**

- 1) Context Map
- 2) Property Map
- 3) Draft IGA

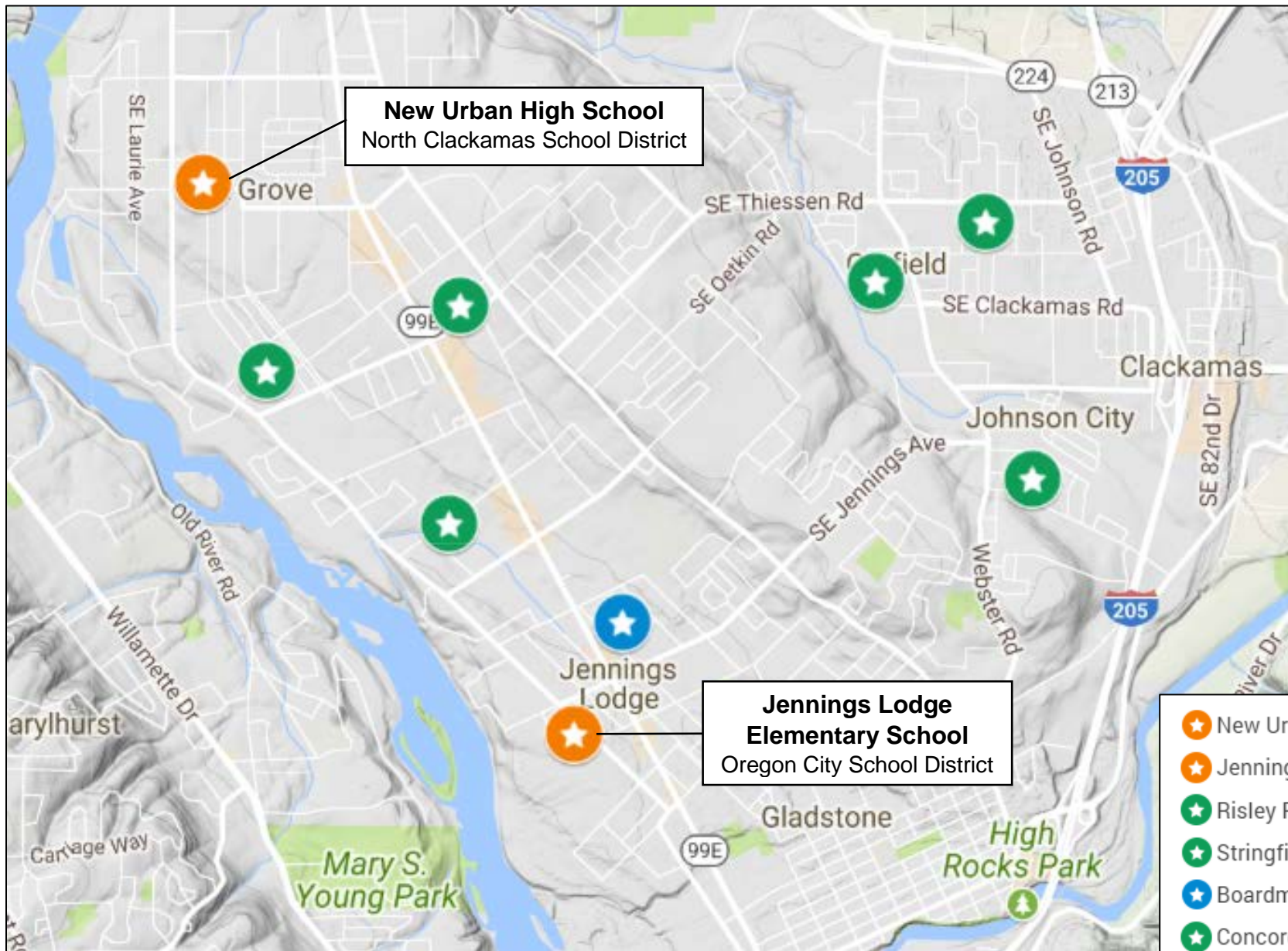
**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_

Department Director/Head Approval  \_\_\_\_\_

County Administrator Approval \_\_\_\_\_




*For information on this issue or copies of attachments, please contact Scott Archer @ 503-742-4421*












**New Urban High School**  
North Clackamas School District

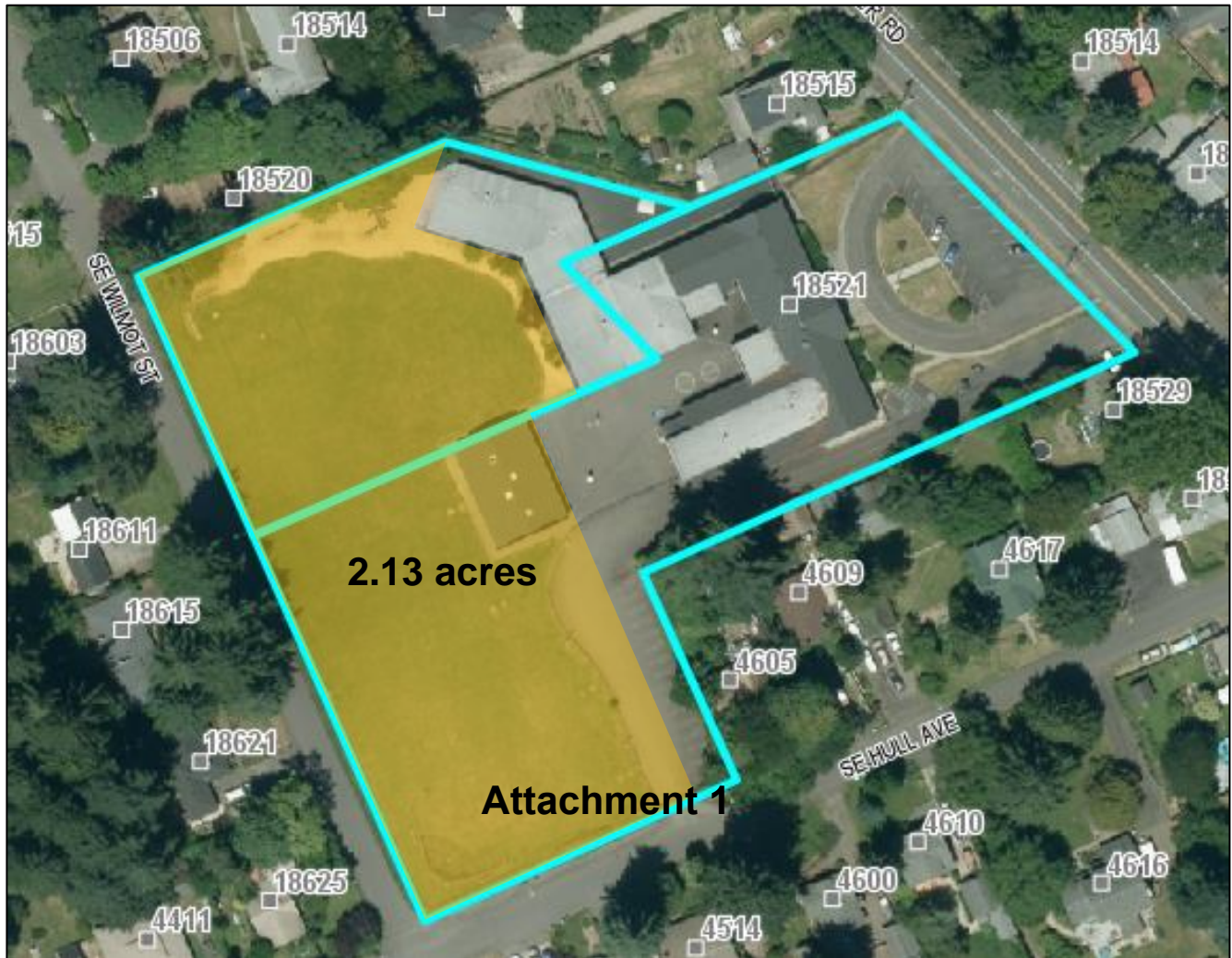
**Jennings Lodge Elementary School**  
Oregon City School District

**LEGEND**

-  School Properties of Interest
-  NCPRD-owned Properties
-  NCPRD Partnership Project with Oak Lodge Water Services District

-  New Urban High School
-  Jennings Lodge Elem. School
-  Risley Park
-  Stringfield Family Park
-  Boardman Wetlands Complex
-  Concord Property
-  Ann-Toni Schreiber Park
-  Alma Myra Park
-  Heddie Notz Park

Jennings Lodge Elementary School



Property Details	
Address	18521 SE River Rd, Oak Grove, OR 97267
Taxlot	22E19BB01290, 22E19BB01200
Site Size	4.04 acres

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**Intergovernmental Agreement between  
Oregon City School District and  
North Clackamas Parks and Recreation District  
for the Development and Ongoing Provision of Park Facilities at  
Jennings Lodge Elementary School**

This Intergovernmental Agreement (“**Agreement**”) is made effective January \_\_\_\_, 2019, between North Clackamas Parks and Recreation District (“NCPRD”), and Oregon City School District (“OCSD”). NCPRD and OCSD are each referred to as a “**Party**” and, collectively, as the “**Parties.**”

## **AGREEMENT**

### **I. Purpose**

OCSD and NCPRD wish to cooperatively develop a neighborhood park and associated amenities on land owned by OCSD at Jennings Lodge Elementary School to benefit school district and community based programs. NCPRD’s adopted ***Parks and Recreation Master Plan (2004)*** and ***Revised Draft Master Plan (2015)*** identify the need for additional neighborhood park opportunities in the portion of the District which Jennings Lodge Elementary School resides. Due to limited available open space in this area, NCPRD has been unable to accomplish this identified need. OCSD owns school Property which is underutilized for school and community uses due to its unimproved condition. NCPRD has identified funding sources to develop a neighborhood park in this area, but does not have available Property. OCSD owns Property in this area, but lacks resources to improve it for school and community uses. Therefore, this Agreement will combine needs and resources of two public agencies serving the same community for a creative and positive solution that each party would be otherwise limited to accomplish.

### **II. Property**

This Agreement applies to approximately 2.13 acres of undeveloped OCSD-owned Property at Jennings Lodge Elementary School, located at 18521 SE River Road, Oak Grove, OR 97267, as shown on the attached Exhibit A (the “**Property and Project Area Map**”).

### **III. Project Description**

NCPRD will develop neighborhood park amenities within the Project Area as shown on the attached Exhibit A (the “**Property and Project Area Map**”). The Final Project scope, including specific amenities, layout, size, and all other design specifications shall be determined through development of a community-based master planning and design process to be led by NCPRD in partnership with OCSD. Final planned improvements as part of the Project (master plan) shall be subject to OCSD approval.

The Project may include, but is not limited to, grading, drainage, importation of top soil, installation of irrigation with a computerized central control system, installation of water and electric infrastructure to site, fencing, walkways, play structures, fixtures and other amenities related to development of a neighborhood park.

### **IV. Responsibilities**

1. OCSD will be responsible to:

- A. Make the Property available to NCPRD for community use during non-school use hours. Non-school hours may be generally defined as those times when school is not in session, or school-sponsored activities requiring use of the Property is not needed. This includes, after-school hours on school days, weekends, holidays/non-school days, summer break, and any other dates or times school activities are not in session.

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- B. Community use during non-school times will be subject to both OCSD rules and NCPRD park rules.
  - C. Provide right of entry to NCPRD including to any consultants and contractors during construction; provide NCPRD contractor construction staging area as may be necessary.
  - D. Provide any prior survey or other site information to NCPRD to aid in Project design.
  - E. Participate in Project design and sign necessary permitting documentation.
  - F. Pay for 50% of the cost of water for field irrigation, and electricity for field irrigation and lighting (if any).
  - G. Allow NCPRD to install signage designating the Property as a neighborhood park for use outside school hours.
  - H. Pay for the cost of trash disposal resulting from use of the Property. Disposal will use existing dumpsters at Jennings Lodge Elementary School. Refuse, if any, resulting from school use will be the responsibility of OCSD to collect.
  - I. Maintain the existing parking, driveways, and walkways, located outside of Project area, that provide access to the Property, per OCSD maintenance and repair standards.
  - J. Maintain the storm water system serving the Project area; provided, however, NCPRD is responsible for constructing any required modifications or additions to the existing storm water system required due to Project construction.
  - K. Pay for the cost of any improvements outside the Project scope desired by OCSD, as a result of changes in use by the community. For example, adding fencing or other fixtures to change the flow of students/OCSD staff to and from the Property and the school building.
2. NCPRD will be responsible to:
- A. Fund all development costs related to the Project including any applicable permitting fees and charges.
  - B. Design, engineer, permit, bid, and oversee construction of the Project.
  - C. Provide year-round maintenance of the improved Property in accordance with NCPRD requirements and schedules, including:
    - a. Mowing turf during the months of March through October, or during typical turf growing season;
    - b. Aerating, fertilizing, and providing weed control;
    - c. Collecting and disposing of garbage in OCSD-provided dumpsters at Jennings Lodge Elementary School;



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use of the Property, and OCSD programs will have second priority, followed by other user groups per NCPRD's scheduling policy. With the exception of the priority field use stated herein, all terms of the existing NCPRD/OCSD IGA for facility use will apply to this Agreement.

3. Neither OCSD nor NCPRD will be charged for use of the Property per the terms of the existing NCPRD/OCSD IGA.
4. NCPRD reserves the sole right to establish and modify field-use fees for non-NCPRD and non-OCSD uses, as necessary to help defray the costs associated with on-going park operations, scheduling, and maintenance. Park-use fees will be collected by and used by NCPRD

**VIII. Miscellaneous**

1. Equity. The parties intend to follow their policies, principles, and commitments on equity.

NCPRD's Board believes that equity is the principled commitment to ensuring the absence of visible and invisible barriers to fairness in representation, opportunity, and access in Clackamas County. NCPRD's Board affirms that as matters of principle the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at large. NCPRD's Board does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events, and Civil rights are a class of rights that protect individual freedom. They ensure one's ability to experience equality and opportunity in society and state without discrimination.

The District's Board policy is that the principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs, operations, practices, and resource allocations. The District's Board recognizes that school facilities are built and maintained using local tax dollars, and that schools are a focal point for community life, and it is the policy for the Board for school facilities to be available for use by the community. The District seeks to cooperate with community organizations and individuals who wish to use schools for worthy educational, cultural, social, recreational, and civic purposes. The District's Board prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, relation, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, and veterans' status.

2. Funds Available. The parties represent to each other that each has sufficient funds available to meet the obligations set forth herein, and intends to adopt budgets sufficient to meet such contractual obligations.
3. Audit. Either party shall have the right to review information and documentation supporting implementation of this Agreement upon reasonable notice at no cost to the requesting party.
4. Insurance. NCPRD is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. NCPRD's self-insurance shall be acceptable coverage for all matters under this agreement. To the extent that NCPRD elects to purchase



insurance coverage to meet any of its' obligations under this agreement the following paragraphs shall be effective:

General Liability. NCPRD shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. NCPRD alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Agreement. NCPRD's coverage shall be primary in the event of loss.

Certificate of Insurance. Upon OCSD request, NCPRD shall furnish to OCSD a current certificate of insurance for each of the above coverages within 48 hours of request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that OCSD, its agents, officers, and employees are additional insureds with respect to NCPRD's services provided under this Agreement. The certificate must specify an additional insured endorsement, and NCPRD shall attach a copy of the endorsement to the certificate. If requested by OCSD, NCPRD shall also provide complete copies of insurance policies.

5. Independent Contractor Status. By its signature on this contract, NCPRD certifies that the service or services to be performed under this Agreement are those of an independent agency as defined in ORS 670.600, and that NCPRD is solely responsible for the work performed under this Agreement. NCPRD represents and warrants that NCPRD, its subcontractors, employees, and agents are not "officers, agents, or employees" of OCSD within the meaning of the Oregon Tort Claims Act (ORS 30.260 and 30.300).
6. Subcontracts; Assignment. Neither party may subcontract, assign, or transfer (collectively, "Subcontract") any part of this Agreement without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Agreement.
7. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, NCPRD shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that NCPRD may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. NCPRD is not to re-disclose information without prior written notification to and written permission of OCSD. If OCSD grants permission, NCPRD is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by NCPRD in the performance of this Agreement must be used only for the purposes identified in this Agreement.

8. Compliance with Applicable Law. Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Agreement, and all regulations and administrative rules established pursuant to those laws.
9. Mutual Indemnification. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), NCPRD shall indemnify and defend OCSD from and against all liability, loss, and costs, except for attorney's fees, arising out of or resulting from the acts of NCPRD, its officers, employees, and agents in the performance of this Agreement.

Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 and 30.300), OCSD shall indemnify and defend NCPRD from and against all liability, loss, and costs, except for attorney's fees, arising out of or resulting from the acts of OCSD, its officers, employees, and agents in the performance of this Agreement.

10. Waiver; Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement 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 this Agreement did not contain the particular term or provision held invalid.
11. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Clackamas County, Oregon.
12. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibits is their final and entire agreement. As their final expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
13. Dispute Resolution. Should any dispute arise between the parties to this Agreement, NCPRD and OCSD will submit the dispute to a mediator, agreed to by both parties, as soon as such dispute arises, and in any event prior to the commencement of arbitration or litigation. Should the parties fail to agree upon a mediator within 30 days of either party's request, the mediator shall be selected pursuant to the rules and procedures of the Arbitration Service of Portland. Both parties agree to exercise their best efforts in good faith to resolve all disputes in mediation and to share equally the fees and costs of the mediator. If mediation fails to resolve any dispute, the dispute shall be settled in the Clackamas County Circuit Court.

14. No Third Party Beneficiaries. NCPRD and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.
15. Representations and Warranties. Each party represents and warrants to the others that it has the power and authority to enter into and perform this Agreement and this Agreement when executed and delivered, shall be a valid and binding obligation of the party. In addition, each party represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
16. Severability. If any term or provision of this Agreement is declared 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 Agreement did not contain the particular term or provision held to be invalid.
17. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
18. Amendments. This Agreement may be amended only in writing executed by both parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.  
Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the addresses given to the other party for such notice, addressed to the NCPRD Director or District Assistant Superintendent.
19. Termination. This Agreement may be terminated by the District or NCPRD upon thirty (30) days written notice to the other party for one or more material breaches of this Agreement by the other party. This Agreement may be terminated upon 180 days' notice for any reason by either party.
20. Right of First Negotiations. So long as this Agreement remains in effect and NCPRD is not in default of this Agreement, if OSCD decides to sell the Site, before closing the sale, OCSD shall first propose to negotiate with NCPRD for a period of up to sixty days (the Negotiation Period") for NCPRD to acquire the Site, on terms acceptable to the parties in their sole mutual discretion. If either NCPRD does not within 10 days after such proposal notify OCSD in writing of its intent to negotiate, or OCSD and NCPRD do not, during the Negotiation Period, enter into a letter of intent with respect to a sale of the site to NCPRD, OCSD shall be free to convey the Site to a third party. If OCSD and NCPRD do enter into a letter of intent within the Negotiation Period, the terms of any such potential sale shall be governed by such letter of intent and this paragraph shall no longer apply.

Dated effective as of the date first set forth above.

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**NORTH CLACKAMAS PARKS AND  
RECREATION DISTRICT**

**OREGON CITY SCHOOL DISTRICT**

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Laura Zentner, Director  
Business & Community Services

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Larry Didway, Superintendent  
Oregon City School District

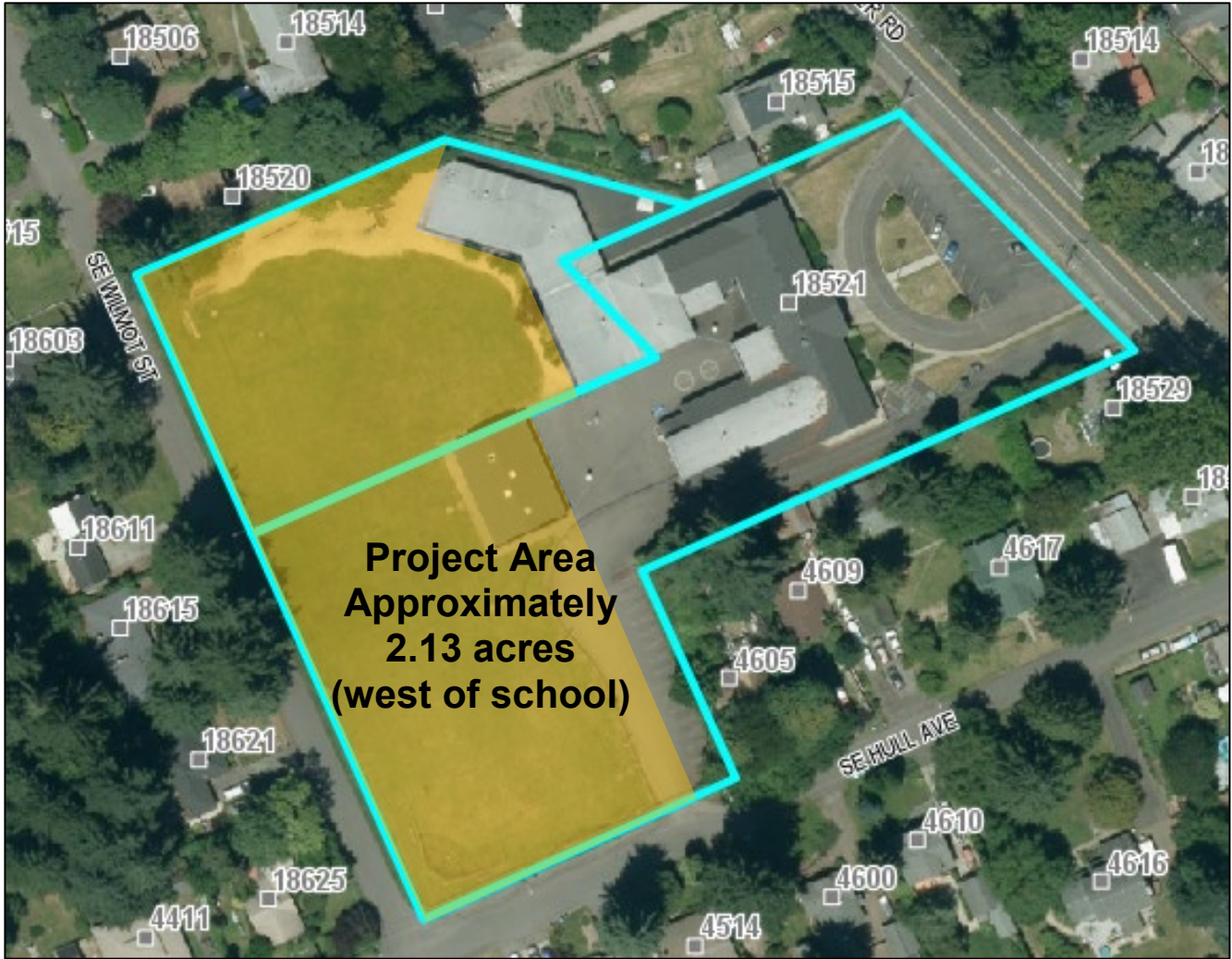
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Date

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Date

**EXHIBIT A**  
**PROPERTY AND PROJECT AREA MAP**



Property and Project Area Details	
<b>Address</b>	18521 SE River Rd, Oak Grove, OR 97267
<b>Taxlots</b>	22E19BB01290, 22E19BB01200
<b>Property Area</b>	4.04 acres
<b>Approx. Project Area</b>	2.13 acres

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**EXHIBIT B**  
**STATEMENT OF PROJECT COSTS**

*[To be attached upon completion of the Project]*

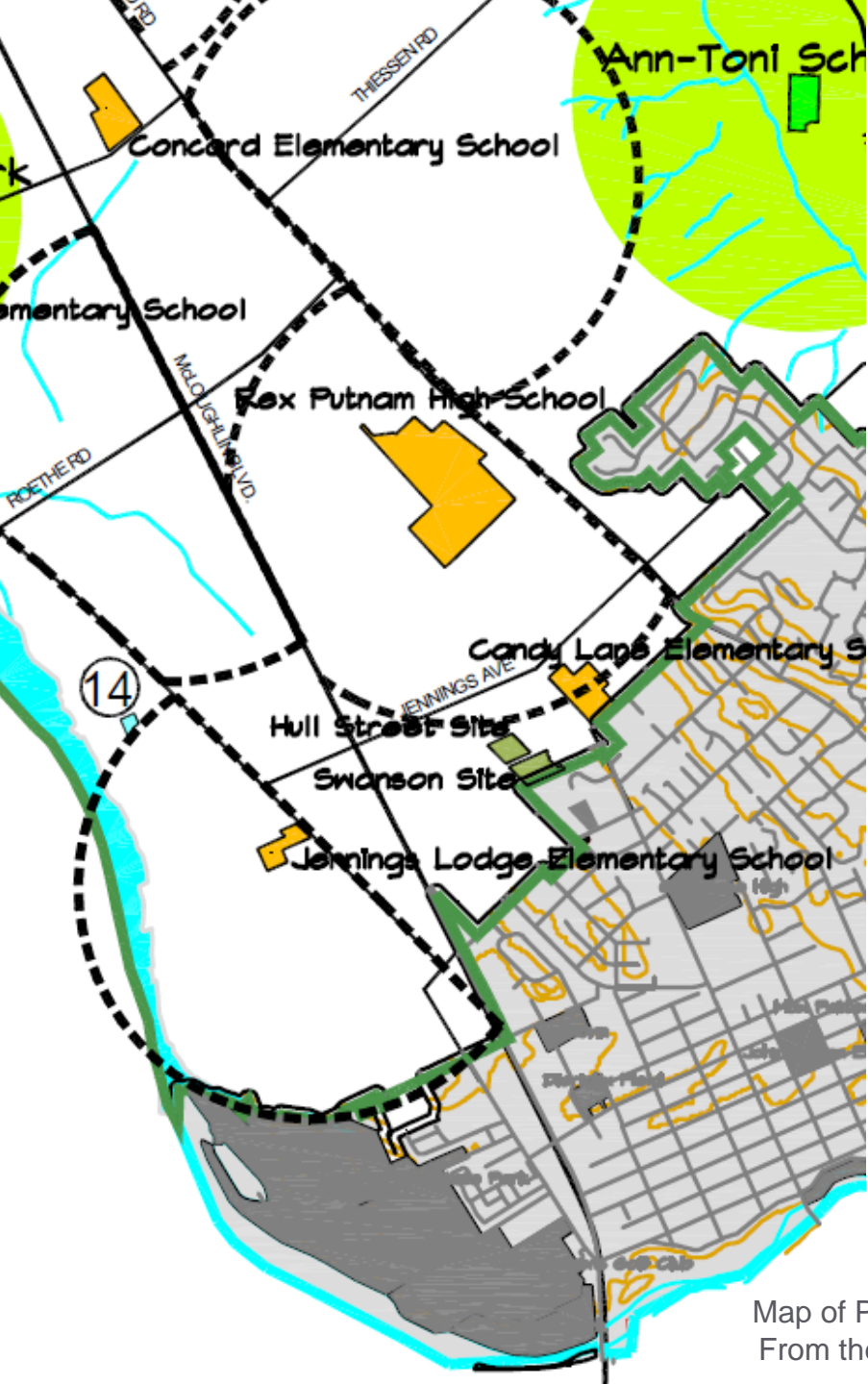


# Jennings Lodge Elementary IGA

*A partnership opportunity between NCPRD and the Oregon City School District for a new neighborhood park in the Jennings Lodge neighborhood*

BCC Policy Session December 18, 2018

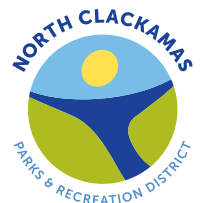




# Policy Background

- 2004 Master Plan
- 2007 SDC Methodology Update
- 2015 Draft Master Plan

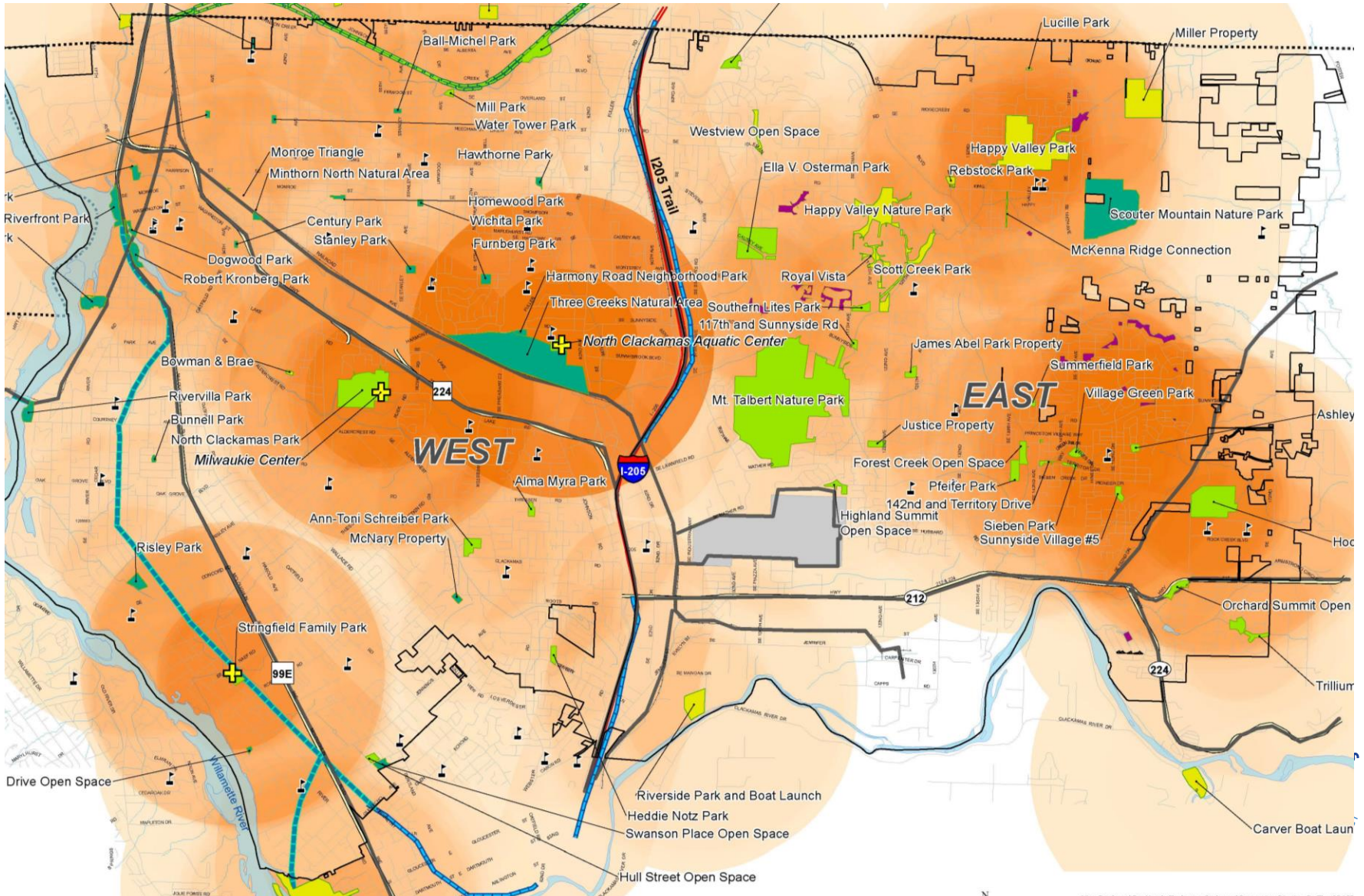
Map of Planned Neighborhood Parks  
From the *NCPRD 2004 Master Plan*



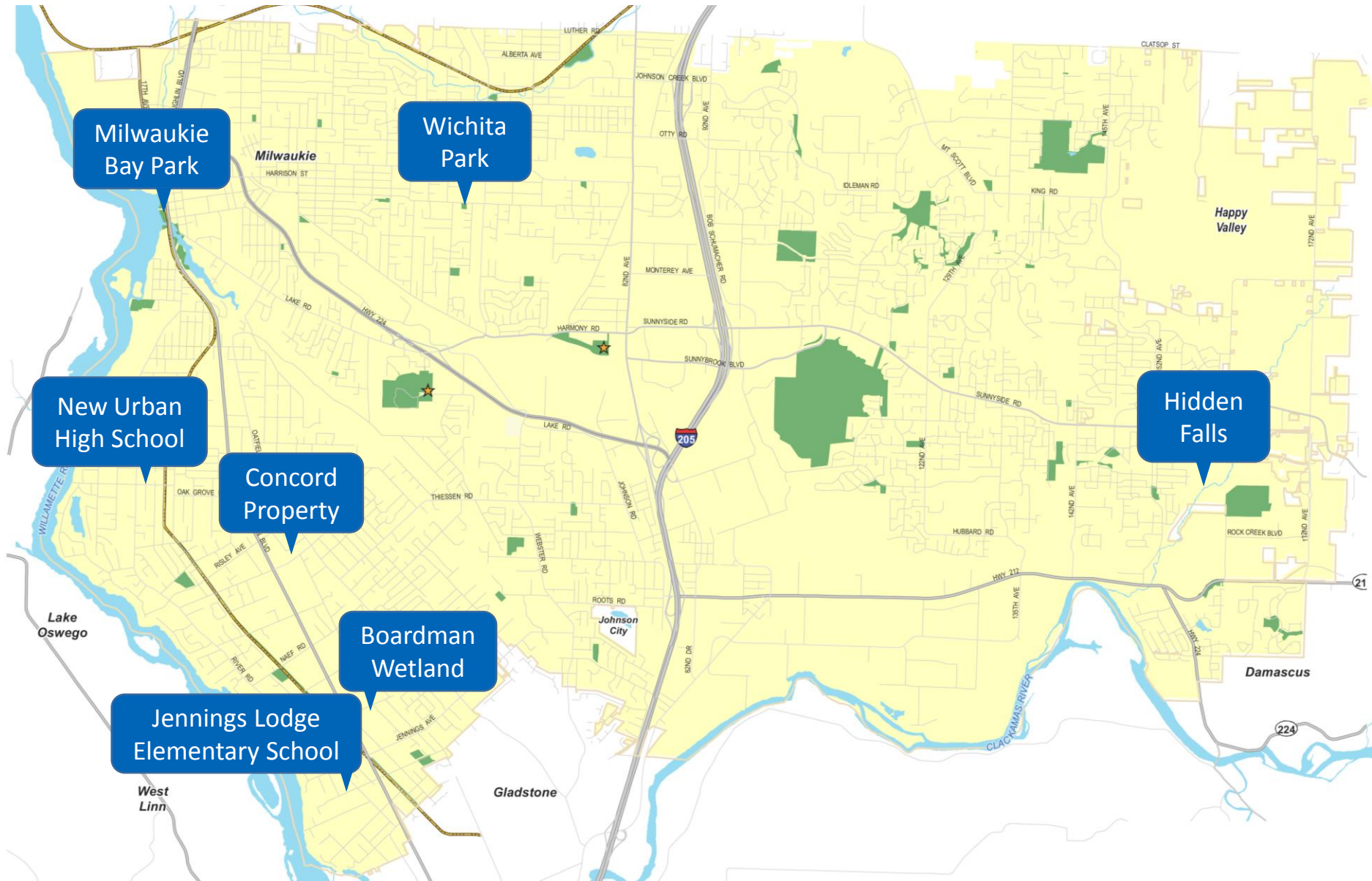


# Level of Service

As of 2012 Master Plan Analysis



# Current Projects



## Boardman Wetland

### Jennings Lodge

The 5.8-acre park will conserve vital wetland habitat, expand public access with education areas, a boardwalk and a playground.



## Concord Property

### Oak Grove

A 6-acre property with the potential for a community center, park and library. Joint planning process with Oak Lodge Library to evaluate best use(s) of the property.



## School Partnerships

### Oak Grove/Jennings Lodge

Exploring partnerships with NCSD and OCSD to develop and maintain neighborhood parks on a portion of their underdeveloped school property





# Previous Partnerships with School Districts

## 2007 – Field Improvements

View Acres, Lot Whitcomb Elementary Schools  
Alder Creek Middle School

## 2009 – Field Improvements

Milwaukie, Rex Putnam High Schools

## 2018 – Strategic Partnership Acquisition

Strategic Partnership acquiring Concord,  
Clackamas and Wichita Elementary School  
properties

## 2019 – Park Amenities on School Sites

Partnership to develop park amenities  
at Jennings Lodge Elementary  
School and New Urban High School



# School Partnership

## Location

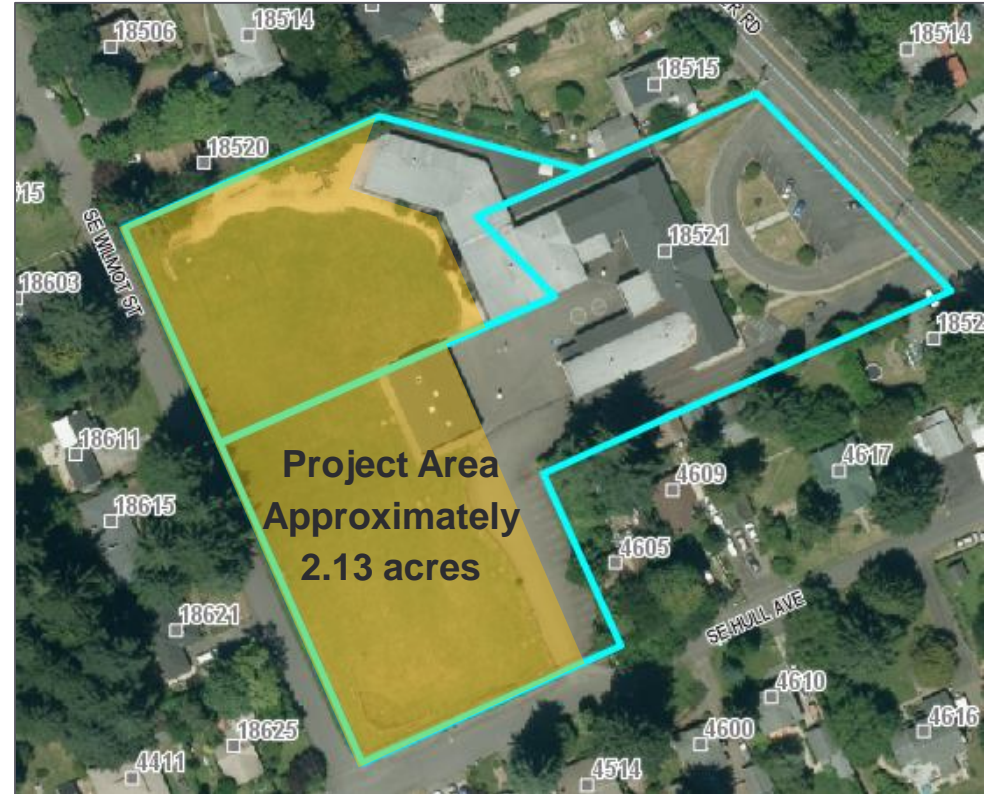
Jennings Lodge Elementary  
18521 SE River Road  
Jennings Lodge Neighborhood

## Partner Agency

Oregon City School District  
(OCSD)

## Possible Agreement

Develop and maintain  
neighborhood parks on a portion of  
their underdeveloped school  
property





# IGA Highlights

## NCPRD Responsibilities

- Lead a community based planning process
- Pay for and develop improvements
- Provide year-round maintenance
- Provide community programs on property

## OCSD Responsibilities

- Make the property available during non-school hours for 20 years
- Participate in planning process
- Approve final design





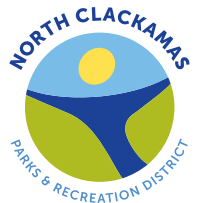
# Costs and Funding

## Costs

Budget approximately \$1-1.5M  
(hard and soft costs)

## Funding

Zone 2 SDCs, General Fund,  
Hood View Proceeds, Grants



# Thank You

