



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 8, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Funding Agreement between Clackamas County and Clackamas County Historical Society for projects that will foster an understanding of the history of the Jennings Lodge Camp Meeting Site and Retreat Center. Agreement value is \$166,500. Funding through Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund. No County General Funds are involved.

Previous Board Action/Review	1/28/2021, Item C.1., approval of MOA for Clackamas County to act as fund manager for the Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund. Request for Consent: November 7, 2023		
Performance Clackamas	This project aligns with the Build Public Trust Through Good Government Goal: Clackamas County committed to acting as fund manager of the Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund and this action will realize that commitment.		
Counsel Review	Jeffrey Munns, 10/31/2023	Procurement Review	N/A
Contact Person	Sarah Eckman	Contact Phone	(503) 894-3135

EXECUTIVE SUMMARY: In 2014, Lennar Northwest purchased the Jennings Lodge Camp Meeting Site and Retreat Center (JLCMSRC) property, a property with a long history in the community consisting of 17 independent structures and three significant groves of trees, for redevelopment into a 72 unit single family housing project. The development was challenged by the Jennings Lodge community who filed several LUBA appeals to stop the removal of historic structures and trees. The community was ultimately unsuccessful in their legal challenges; however, was successful in getting Lennar to agree to pay \$185,000 in mitigation for historic preservation related to the site and similar locations.

In 2018, Lennar received a permit to redevelop the site. During the permit review process, the United States Army Corps of Engineers (USACE) determined that the JLCMSRC was eligible for listing in the National Register of Historic Places (NHRP) and that removal of the structures and trees would result in an adverse effect to the historic district. The development was completed in 2019.

After consultation with numerous stakeholders (including the Oregon State Historic Preservation Office (SHPO), Oak Lodge History Detectives, Restore Oregon, the National Trust for Historic Preservation, the Jennings Lodge Community

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Planning Organization, and the Advisory Council on Historic Preservation (ACHP)), a Memorandum of Agreement (MOA) pursuant to Section 106 of the National Historic Preservation Act was signed by Lennar Northwest, USACE, SHPO, and ACHP to take into account and mitigate the adverse effects. As part of the MOA, Lennar Northwest agreed to use the \$185,000 referenced above to establish an Education and Preservation Fund (EPF).

The EPF provides grants to agencies or organizations interested in pursuing project(s) and activities which foster an understanding of the history of the Jennings Lodge Camp Meeting Site and Retreat Center in Clackamas County, or the history of similar sites within Clackamas County or Oregon. Clackamas County agreed to act as fund manager and grant facilitator for the grants provided through the EPF. Clackamas County is allowed to retain \$18,500 (10%) for this service.

In January 2021, staff briefed the BCC on the project, the MOA, and presented a Fund Management Plan (FMP) to the BCC for approval. Clackamas County was not a party to the original MOA, but was later added as a “consulting party” in consideration of its role as fund manager and grant facilitator.

In 2022, \$185,000 was received by the County from Lennar Northwest to establish the Education and Preservation Fund. The EPF calls for a grant process to award the funds to support projects and activities consistent with the EPF. DTD developed a Notice of Funding Opportunity (see Exhibit A) consistent with the FMP and posted it in April 2023. The amount that was made available for grant(s) is \$166,500 (\$185,000 - \$18,500).

Clackamas County Historical Society (CCHS) responded to the Notice of Funding Opportunity with a proposal to spend the available \$166,500 on a program to preserve the history of the former historic camp in Jennings Lodge and the community where it was located for future generations and interpret its history by making the information relevant to museum visitors. Major proposed projects will include an exhibit at the Museum of the Oregon Territory, a website, oral history interviews, a comic book and exhibit-based educational activities/tour. A review committee reviewed and recommended the CCHS application for full funding.

Through this agreement, Clackamas County awards CCHS \$166,500 to carry out their proposed project(s).

RECOMMENDATION: Staff respectfully recommends approval of this funding agreement.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**FUNDING AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY HISTORICAL SOCIETY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas County Historical Society ("CCHS") an Oregon non-profit, collectively referred to as the "Parties" and each a "Party."

RECITALS

In 2014, Lennar Northwest purchased the Jennings Lodge Camp Meeting Site and Retreat Center (JLCMSRC) property, a property with a long history in the community consisting of 17 independent structures and three significant groves of trees, for redevelopment into a 72 unit single family housing project. The development was challenged by the Jennings Lodge community who filed several LUBA appeals to stop the removal of historic structures and trees. The community was ultimately unsuccessful in their legal challenges; however, was successful in getting Lennar to agree to pay \$185,000 in mitigation for historic preservation related to the site and similar locations.

In 2018, Lennar received a permit to redevelop the site. During the permit review process, the United States Army Corps of Engineers (USACE) determined that the JLCMSRC was eligible for listing in the National Register of Historic Places (NHRP) and that removal of the structures and trees would result in an adverse effect to the historic district. The development was completed in 2019.

After consultation with numerous stakeholders (including the Oregon State Historic Preservation Office (SHPO), Oak Lodge History Detectives, Restore Oregon, the National Trust for Historic Preservation, the Jennings Lodge Community Planning Organization, and the Advisory Council on Historic Preservation (ACHP)), a Memorandum of Agreement (MOA) pursuant to Section 106 of the National Historic Preservation Act was signed by Lennar Northwest, USACE, SHPO, and ACHP to take into account and mitigate the adverse effects. As part of the MOA, Lennar Northwest agreed to use the \$185,000 referenced above to establish an Education and Preservation Fund (EPF).

The EPF provides grants to agencies or organizations interested in pursuing project(s) and activities which foster an understanding of the history of the Jennings Lodge Camp Meeting Site and Retreat Center in Clackamas County, or the history of similar sites within Clackamas County or Oregon. Clackamas County agreed to act as fund manager and grant facilitator for the grants provided through the EPF. Clackamas County will be allowed to retain \$18,500 (10%) for this service.

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In 2022, \$185,000 was received by the County to establish the Education and Preservation Fund. The EPF calls for a grant process to award the funds to support projects and activities consistent with the EPF. DTD developed a Notice of Funding Opportunity (see Appendix A) consistent with the FMP and posted it in April 2023. The amount that was made available for grant(s) is \$166,500 (\$185,000 - \$18,500).

CCHS responded to the Notice of Funding Opportunity with a proposal to spend the available \$166,500 on a program to preserve the history of the former historic camp in Jennings Lodge and the community where it was located for future generations and interpret its history by making the information relevant to museum visitors. Major proposed projects will include an exhibit at the Museum of the Oregon Territory, a website, oral history interviews, a comic book and exhibit-based educational activities/tour. A review committee reviewed and recommended the CCHS application for full funding.

Through this agreement, Clackamas County awards CCHS \$166,500 to carry out their proposed project(s).

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution by both parties, and shall expire on June 30, 2024.
2. **Funding.** County agrees to grant CCHS a sum not to exceed one hundred thousand sixty six thousand five hundred dollars (\$166,500.00) (the "Funds"). The Funds are proceeds from the Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund (EPF). CCHS shall use the funds awarded under this grant solely for the purposes set forth in Exhibits A - C, attached hereto and incorporated herein ("Work").
3. **Monitoring.** CCHS agrees to allow access to conduct financial and performance audits for the purpose of monitoring use of the Funds in accordance with Generally Accepted Auditing Standards ("GAAS"). County, and its duly authorized representatives, shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of CCHS that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts.
4. **Reporting.** CCHS shall provide quarterly reports to County regarding use of the Funds. Using the template in Exhibit B, reports shall include:
 - Reporting on timeline of major milestones/project activities and activities to date.
 - A description of specific project activities undertaken, and/or of progress made on activities already in progress.
 - A description of how the activities undertaken/progress made support the goals of the EPF.
 - A description of the community outreach/engagement activities undertaken.
 - Results of any activities to evaluate project/activity results (including gathering baseline statistics, developing/conducting surveys, conducting interviews, recording anecdotes, or collecting usage data).
 - A description of any particular successes/challenges encountered.
 - An accounting of EPF expenditures.
 - Photographs/copies of developed materials

Reports are due 15 days after the completion of each calendar year quarter. The first report will be due January 15, 2024, with following reports being due on:

- April 15, 2024
- July 15, 2024

A one-year report will be due July 15, 2025. This report will include the information referenced above, as well as photographs of all developed material.

5. **Financial Management.** CCHS shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all uses of the Funds.
6. **Payment.** County will grant funds in a single payment to be made within thirty (30) days of the effective date of this Agreement.
7. **Representations and Warranties.**
 - A. *CCHS Representations and Warranties:* CCHS represents and warrants to County that CCHS 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 CCHS enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to CCHS that County 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 County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
8. **Termination.**
 - A. **Termination for Breach.** Either the County or CCHS may terminate this Agreement in the event of a breach of the Agreement by the other Party. Prior to such termination however, the party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for CCHS's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring CCHS to return all unspent funds and to repay County for any funds used by CCHS in violation of this Agreement.
 - B. **Termination for Non-appropriation/Change in Law.** Either Party may terminate this Agreement in the event either Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to perform under this Agreement. Additionally, either Party may terminate this Agreement if federal

or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited. In the event of termination under this Subsection C, CCHS shall immediately return all unspent funds to the County.

- C. **Waiver.** The County or CCHS shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. **Reservation of Remedies.** The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to termination. Each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
9. **Indemnification.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, CCHS agrees to indemnify, hold harmless, and defend County 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 CCHS's acts or omissions in performing under this Agreement including, but not limited to, any claim that CCHS used the Funds for ineligible purposes under ORS 461.540.

CCHS shall not be required to indemnify County for any such liability arising solely out of negligent acts or omissions of the County in performing under this Agreement. However, neither CCHS nor any attorney engaged by CCHS shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall CCHS settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

10. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
11. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Clackamas County.

Sarah Eckman, Assistant Director of Community Services
Department of Transportation and Development
Clackamas County
150 Beavercreek Road, Ste 325
Oregon City, OR 97045
sarahste@clackamas.us | (503) 742-4303

B. CCHS.

Stephen Greenwood
Clackamas County Historical Society Museum of the Oregon Territory, Executive Director
211 Tumwater Drive
Oregon City, OR 97045
director@clackamashistory.org (503) 655-5574

12. General Provisions.

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of County and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CCHS that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States County Court for the County of Oregon. In no event shall this section be construed as a waiver by the County 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. CCHS, by execution of this Agreement, hereby consents to the in jurisdiction of the courts referenced in this section.
- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations including, but not limited to, the requirement that use of the Funds under this Agreement be used for purposes consistent with ORS Chapter 461 and other applicable law. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- 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 different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. Access to Records.** CCHS shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. CCHS shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, CCHS shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. Reserved.**
- F. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. 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 the intentions of the Parties.
- H. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and 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.
- I. 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.
- J. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. No Third-Party Beneficiary.** CCHS and County 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.

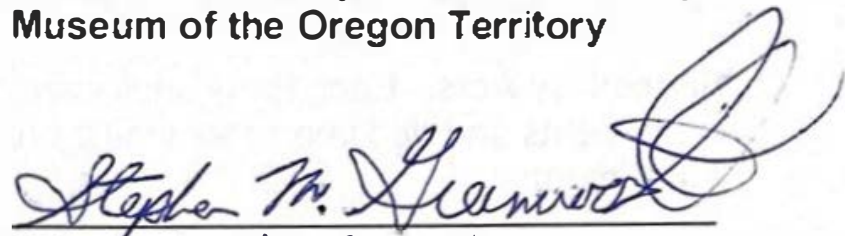
- L. Subcontract and Assignment.** CCHS shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve CCHS of any of its duties or obligations under this Agreement.
- M. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. Survival.** All provisions in Sections 7, 9, and 12 (A), (C), (D), (F), (G), (H), (I), (J), (K), (N), (Q), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. Reserved.**
- Q. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Force Majeure.** Neither CCHS nor County shall be held responsible for delay or default caused by events outside of the CCHS or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCHS shall 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 Agreement.
- S. Reserved.**
- T. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

**Clackamas County Historical Society
Museum of the Oregon Territory**

Chair, Board of County Commissioners



By: Executive Director
Its:

Date

Date 10/26/2023

Approved as to Form:



County Counsel

10/31/2023
Date

**Notice of Funding Opportunity:
Jennings Lodge Camp Meeting Site and Retreat Center Education and
Preservation Fund (EFP) Mitigation Project(s)**

The Education and Preservation Fund (EFP), through Clackamas County, will grant to agencies or organizations interested in supporting projects and activities which foster an understanding of the history of the Jennings Lodge Camp Meeting Site and Retreat Center in Clackamas County, or the history of similar sites within Clackamas County or the state of Oregon.

Project Name:	Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund Mitigation Project(s)
Due Date/Time:	August 15, 2023 12:00 P.M.
Contact:	Sarah Eckman, Assistant Director, DTD/Business & Community Services, 503-894-3135, sarahste@clackamas.us Sarah will be on leave from April 7 through early July 2023. Questions submitted about the application process will be responded to in July. They will also be posted on the Clackamas County Grants website.

Submit Application by EMAIL, US MAIL or In Person

Email: Email submissions must have **NOFO: Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund** in the subject line and be submitted to llawson@clackamas.us

US Postal Service: Clackamas County, Attn: DTD/BCS NOFO, Liz Lawson Weber, 150 Beaver Creek Road, #325, Oregon City, OR 97045.

Clackamas County's Department of Transportation and Development/Business and Community Services (DTD/BCS) is seeking applications from agencies or organizations interested in supporting projects and activities which foster an understanding of the history of the Jennings Lodge Camp Meeting Site and Retreat Center in Clackamas County, or the history of similar sites within Clackamas County or the state of Oregon. Projects within Clackamas County or focusing on Clackamas County will be prioritized over projects occurring in or focusing on areas outside of Clackamas County.

Announcement

In 2018, Lennar Northwest applied for a permit to redevelop the Jennings Lodge Camp Meeting Site and Retreat Center (JLCMSRC) property. During the permit review process, the United States Army Corps of Engineers (USACE) determined that the JLCMSRC, a historic district with 17 contributing structures and three groves of trees, was eligible for listing in the National Register of Historic Places (NHRP) and that removal of the structures and trees would result in an adverse effect to the historic district.

After consultation with numerous stakeholders (including the Oregon State Historic Preservation Office (SHPO), Oak Lodge History Detectives, Restore Oregon, the National Trust for Historic Preservation, the Jennings Lodge Community Planning Organization, and the Advisory Council on Historic Preservation (ACHP)), a Memorandum of Agreement (MOA) pursuant to Section 106 of the National Historic Preservation Act was signed by Lennar Northwest, USACE, SHPO, and ACHP to take into account and mitigate the adverse effects of Lennar Northwest's decision to redevelop the JLCMSRC site. As part of

Exhibit A

the MOA, Lennar Northwest agreed to establish a JLCMSRC Education and Preservation Fund (EPF) to be administered by Clackamas County. Attached are the MOA and final Fund Management Plan. (See Appendices A and B.)

Program Description

The JLCMSRC Education and Preservation Fund (EPF), through Clackamas County, will grant funds to agencies or organizations interested in supporting mitigation project(s) and activities which foster an understanding of the history of the Jennings Lodge Camp Meeting Site and Retreat Center in Clackamas County, or the history of similar sites within Clackamas County or the state of Oregon. Projects within or focusing on Clackamas County will be prioritized over projects occurring in or focusing on areas outside of Clackamas County (see MOA Stipulation VI.c.)

The EPF was established with a one-time contribution from Lennar Northwest of \$185,000. No indirect costs will be paid to awardees. The total to be awarded through grants will be \$166,500. The funds for the EPF have been transferred to the County and are being held in a Trust Account for this project.

No other contributions are expected to be made to the EPF and it will be terminated once the funds are depleted. There may be multiple grants or one grant awarded depending on the nature and quality of applications received and how well they match the evaluation criteria.

- Minimum grant award = \$500 (multiple awards up to a total of \$166,500)
- Maximum grant award = \$166,500 (one award)

There is no match requirement.

Award Information/Permissible Uses

EPF funds will be used to support projects and activities which foster an understanding of the JLCMSRC historic site and its role in the history of the Jennings Lodge area, or preservation/restoration of other NHRP-eligible churches/campsites in Oregon. Projects and activities may include (but not be limited to):

- Documentation
- Development of narrative materials
- Construction of interpretive signage
- Development of websites
- Public outreach
- Preservation of similar NHRP-eligible campsites in Oregon
- Restoration of NHRP-eligible churches in Oregon
- Other similar tasks to educate and foster understanding of the historic site and its role in the Jennings Lodge history

Eligibility

Organizations seeking JLCMSRC EPF grant funding must meet the following requirements:

Exhibit A

- Operate within the state of Oregon as a registered public or private non-profit. The organization must be properly and actively registered with the Oregon Secretary of State and the IRS.
 - Preference may be given to community-based or community-focused organizations actively engaged with the Jennings Lodge community.
- Be experienced or primarily involved in:
 - The creation and administration of educational materials and programs related to local history, or
 - The preservation and/or interpretation of buildings, artifacts, documents, and other items that relate to history.
- Be experienced with successfully administering history-related educational programming and activities.

Application and Submission Process

Application Deadline: August 15, 2023, at 12:00 P.M.

Required Format:

- Font size must be a minimum of 12.
- Applications must not exceed 12 pages in length.
- Electronically submitted applications should be in pdf format.
- Hard copy applications should be printed double-sided, stapled and mailed. Mailed applications must be received by Clackamas County by the application deadline.

Required Contents:

- Application Cover Page (Appendix C)
 - Name of organization/agency
 - Name and contact information (title, address, phone and email) for individual completing the application
 - Address, length of time established, website and mission statement
 - Organizational/agency overview statement
 - Project manager's name, email address and phone number
 - Summary of major proposed project(s) and requested amount
- Project Description Form (Appendix D)
 - One of the projects or project components must include a webpage (which may be linked via QR code or URL from the JLCMSRC's interpretive sign) containing supplemental historical JLCMSRC information.
 - For each proposed project, provide a discussion of how the described project will provide long-term educational benefit to the Jennings Lodge community.
 - For elements of the proposed project(s) related to education, how will the project(s) provide benefits to the Jennings Lodge community and promote child and adult learning?
 - How will the proposed project(s) foster an understanding of the JLCMSRC historic site and its role in the history of the Jennings Lodge area?
 - How will the project(s) assist with preservation/restoration of other NHRP-eligible churches/campsites in Oregon?
 - What is the connection to the preservation and interpretation of Clackamas County's history? (Projects within or focusing on Clackamas County will be

Exhibit A

prioritized over projects occurring in or focusing on areas outside of Clackamas County (see MOA Stipulation VI(c)).

- For elements of the project related to conservation, development or interpretation of cultural heritage, the application must convey how such work will be completed using appropriate museum, archival, preservation, and research or library practices, including specification of which standards will be followed for those aspects of the project.
- For digitization projects, recommended minimum standards are those promoted by the Association for Library Collections & Technical Services
<https://www.ala.org/alcts/resources/preserv/minimum-digitization-capture-recommendations>
- For elements of a project related to the preservation/restoration of similar churches or campsites, the application must convey how such work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>).
- Discussion of public outreach components, particularly those within the Jennings Lodge community, including how marginalized and underserved communities will be consulted, involved, informed, and included in the project(s).
- Timeline of major milestones/project activities and expected completion date(s). Projects must begin by October 1, 2023 and be concluded by May 31, 2024.
- Detailed, line item project budget. If applicant is proposing multiple separate and distinct projects, submit a budget for each project.
- Description of how the applicant will engage the Jennings Lodge community and provide the community with periodic updates of project activities/progress.
- A sample list of the applicant's completed history-related educational programming and activities.

Application Evaluation

Applications will be reviewed the week of August 21, 2023 by a review committee comprised of Clackamas County staff and at least one external stakeholder. The review committee will be composed of a minimum of:

- Sarah Eckman, Assistant Director, DTD/BCS Division
- Karen Bjorklund, Jennings Lodge Community Planning Organization
- TBD

Award announcements will be made approximately the week of September 11, 2023. All proposers will be notified of their status.

Applications will be evaluated based on the following factors:

- **Proposer Qualifications.** Completeness of application, ability to carry out the projects, ability to meet the County's reporting requirements, experience with successfully implementing educational/historical projects, familiarity with Jennings Lodge community. 20 points
- **Proposed Projects.** Discussion of how the described project(s) will provide long-term educational and historical benefit to the Jennings Lodge community. 50 points

Exhibit A

- **Public Outreach.** Discussion of how public outreach will be undertaken within the Jennings Lodge community, including how marginalized and underserved communities will be consulted, involved, informed, and included in the project(s). 20 points
- **Budget and Project Timeline.** Discussion about the elements of the proposal, how realistic is the budget and timelines for projects proposed. 10 points

Total 100 points

Grant Reporting and Payment

Awarded projects will be the subjects of binding agreements between Clackamas County and the applicant(s). Grant funds will be disbursed upon selection of grant recipient(s). Recipient(s) will be required to submit quarterly progress reports to Clackamas County (Appendix E.) The progress reports shall include:

- Reporting on timeline of major milestones/project activities and activities to date.
- A description of specific project activities undertaken, and/or of progress made on activities already in progress.
- A description of how the activities undertaken/progress made support the goals of the EPF.
- A description of the community outreach/engagement activities undertaken.
- Results of any activities to evaluate project/activity results (including gathering baseline statistics, developing/conducting surveys, conducting interviews, recording anecdotes, or collecting usage data).
- A description of any particular successes/challenges encountered.
- An accounting of EPF expenditures.

Non-Discrimination

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

Appendices

- A – Memorandum of Agreement
- B – JLCMSRC Education and Preservation Fund Management Plan
- C – Application Cover Page
- D – Project Description Form, Funding and Timelines Form
- E – Quarterly Progress Report Form

Exhibit B: QUARTERLY PROGRESS REPORT

Jennings Lodge Camp Meeting Site and Retreat Center Education and Preservation Fund

Progress Report – FY 2023/2024

Reporting on timeline of major milestones/project activities and activities to date.

Please complete and submit reports by email to llawson@clackamas.us.

GENERAL INFORMATION

Reporting Period

First quarter Second quarter Third quarter Fourth quarter

Project Title

Project Coordinator

ACTIVITIES

A description of specific project activities undertaken, and/or of progress made on activities already in progress.

EVALUATION

A description of how the activities undertaken/progress made support the goals of the EPF.

SUCCESSES/CHALLENGES

A description of any particular successes encountered.

CONCERNS

Describe any difficulties or issues you are currently experiencing with the project.

FINANCIAL PROGRESS

Award Funds

Budget Category	Approved Project Budget	Funds spent this period	Funds spent to date	Remaining Funds
Supplies	\$	\$	\$	\$
Professional Service and Consultant Fees	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Other (explain in 'Additional Comments' below)	\$	\$	\$	\$
Total (sum of all categories)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

ADDITIONAL COMMENTS

REPORT PREPARED BY

Name		Phone	
Email		Date	

Name		Phone	
Email		Date	

APPENDIX C: APPLICATION COVER PAGE

Legal Organization Name: Clackamas County Historical Society
Address: P. O. Box 2211, Oregon City, Oregon 97045
Phone: 503-655-5574
Established In: 1952

Website: www.clackamashistory.org

Executive Director: Stephen Greenwood
Email/Phone: director@clackamashistory.org/503-655-5574

Project Manager (if different):
Email/Phone:

Organizational/Agency Overview Statement:

Since 1952, the Clackamas County Historical Society (CCHS) has worked vigorously to share the history of Clackamas County. That year, CCHS began when its founding members met at the Oregon City Library. Their mission was to collect, preserve, and educate the public on the history of Clackamas County. The collection grew when founding member Mertie Stevens left her family's 1908 home and artifacts to the historical society in 1968. Soon after, the Stevens House Museum opened its doors.

The collection continued to grow, and members of the historical society realized that the preservation and interpretation of Clackamas County's history required a museum building with trained staff. In 1990, the historical society opened a museum that is now the Museum of the Oregon Territory. The collection now holds over 30,000 artifacts, including 10,000 digitized photographs. For over 70 years, the Clackamas County Historical Society has enriched the lives of generations of County residents through collecting, preserving, and interpreting the history of Clackamas County.

Mission Statement:

Our mission is to enrich the lives of current and future generations through collecting, preserving, and interpreting the history and culture of Clackamas County.

Summary of Major Project(s) and Budget:

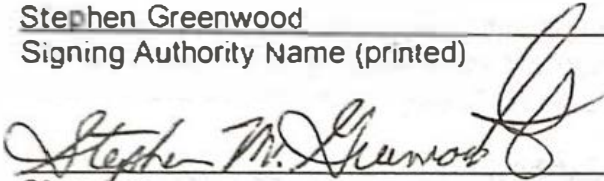
The goal of the proposed projects is to preserve the history of the former historic camp in Jennings Lodge and the community where it was located for future generations and interpret its history by making the information relevant to museum visitors. Major proposed projects will include an exhibit, a website, oral history interviews, a comic book, and exhibit-based educational activities/tour. CCHS is requesting \$166,200.

With my signature, I certify the following:

1. The above information is correct;
2. I am authorized by the governing board of the applicant organization to submit this grant application;
3. The organization is in good standing with the Internal Revenue Service (IRS), retains its 501 (c)(3) tax exempt status, and is further classified as a public charity and not a private foundation, or is a public agency;
4. The organization does not discriminate on the basis of religion, sexual preference, sexual orientation, physical circumstances, or national origin;
5. The organization agrees to submit quarterly progress reports and final progress reports.
6. The organization agrees to submit proof of insurance at the levels required by the county, as well as the documents required in this application.

Stephen Greenwood
Signing Authority Name (printed)

Executive Director
Title


Signature

08/14/2023
Date

APPENDIX D -- PROJECT DESCRIPTION FORM

Museum exhibit

CCHS proposes to install a museum exhibit at MOOT focused on the Jennings Lodge Campground and what the camping experience was like by interpreting the history of the campground and sharing campers' stories. What did people do when they visited the campground? How did the experience and campground change over time? How is camping different from today? The archival collection includes a variety of images that showed scenes of children playing, campers sharing a meal, or visitors listening to a speaker. One telling image showed campers using the electric interurban to travel to Jennings Lodge. How can we use historic images and maps to re-create the history of Jennings Lodge in a way that today's savvy museum visitors can relate to? This new exhibit will enhance existing exhibits at MOOT by adding new content and experiential activities that share the history and culture of Clackamas County.

The exhibit will focus on an audience of families and elementary students. Depending on what historical evidence is available, we will include stories of underrepresented groups and their camping experience in Clackamas County.

We will use the *Smithsonian Guidelines for Exhibit Development* throughout the exhibit design and fabrication process. We will have an ADA accessibility audit prior to beginning exhibit fabrication. We will have text/images/interactives reviewed by peers from museums in Oregon seeking feedback from the Chinatown Museum, Oregon Black Pioneers, OJMCHE, and other museums. We will seek exhibit/program review from teachers in Clackamas County school districts. The anticipated outcomes for the new exhibit are to bring the Jennings Lodge community into the process, develop an exhibit that appeals to families and students, and increase CCHS family memberships. When the exhibit is finished, elements of it will be packaged as a travelling exhibit.

Having a new exhibit at MOOT will enhance the culture within Clackamas County and draw our other key audience of tourists visiting from the Portland metropolitan area, Salem, and elsewhere seeking to learn the history and culture of Clackamas County. As the Oregon Heritage Commission's impact report on the Economic Impacts and Value of Oregon's Heritage Organizations and Events states: "Our analysis finds that heritage organizations directly supported 1,600 employees and labor income of \$47 million in 2019. Those organizations, in turn, support other businesses in the community through purchases of local goods and services."

Website

CCHS proposes to build a website to share the history of the Jennings Lodge Campground on our existing website: www.clackamashistory.org. CCHS has reached our audiences through two online exhibits: *She Flies with Her Own Wings* and *Life & Death in the Oregon Territory*. Website views totaled 23,911, up 15% from the previous year. We will include a detailed list of references and suggested links leading to further information for those interested in learning more about the camp, the community, how

the camp evolved, and the camp meeting movement. The website will include an interactive map experience that will show how the area has changed over time, educational activities for children, photographs, maps, newspaper articles, oral history interviews, a timeline, and other materials collected by and about the Jennings Lodge camp and surrounding community.

In 2021, CCHS made over 10,000 historic photographs available online. This effort took an incredible amount of teamwork from a dedicated staff of a few volunteers and employees. This project showed the tenacity of CCHS to work together as a team to accomplish its goals. The anticipated outcome of this website is that it will be operational for at least ten years and will receive annual web visitation above previous year's numbers.

Video-recorded interviews

CCHS proposed to produce four to six video-recorded interviews with present and former Jennings Lodge residents who have intimate knowledge of the former camp or its place within the Jennings Lodge community. CCHS will have the interviews professionally recorded and edited for placement on the website, YouTube, and local libraries, accompanied by transcription.

Comic book

A children's comic book that explores the history of the Jennings Lodge Campground through a time travelling adventure about two campers in 2023 who explore a local cave and discover a portal back in time to the early years of the Jennings Lodge Campground.

Education

CCHS aims to serve all the residents of Clackamas County and beyond. From school groups to seniors to families, we try to make history relevant to all ages. 4th and 5th grade students are a key audience because our mission aligns so effectively with the Oregon Department of Education Social Science Standards Integrated with Ethnic Studies for Historical Knowledge. CCHS was hit hard by the COVID-19 pandemic as the closure of our museums decimated our revenue earned through in-person attendance and programs. In March 2020, CCHS delivered its first school group program, but then March 13th came. COVID-19 forced us to put our school group program on hold until we launched our new escape room program *Mertie's Time Machine* at the Stevens-Crawford Heritage House in March of this year. Our volunteers and a skeletal staff carried CCHS through the COVID-19 pandemic because they believed in the importance of our mission and keeping history alive. This funding will support CCHS's asset recovery by developing new education programs. CCHS proposes to develop:

- Jennings Lodge Campground exhibit-based tour and activities for targeted audiences of families and 4th and 5th graders.
- Traveling trunk that can go Clackamas County elementary schools with activities tailored for classes who cannot visit the museum exhibit.

The anticipated outcomes for implementing the education programs are threefold. (1) bring in local educators through a Teacher Advisory Group to contribute to the development of education programs; (2) to increase museum visitation from families and students, and (3) increase family memberships.

Public outreach

The project will expand museum visitation to new and diverse audiences by developing a marketing plan that will reach out to underrepresented groups and families. We will target key regional newspapers and chambers of commerce to promote the exhibit throughout the Portland metropolitan area including reaching out to organizations and media such as the Grand Ronde newspaper *Smoke Signals*, *The Latino Network*, *Asian Reporter*, and *The Skanner*. We will advertise the exhibit through PeachJar to reach elementary schools in the Portland Metropolitan area where underrepresented groups live. We propose the following marketing:

- Mini exhibit at Oak Lodge Library and school libraries in the Jennings Lodge area to serve as a teaser for the MOOT exhibit.
- School group marketing flyer.
- History brochure.
- Commemorative exhibit tickets.
- Advertising with Portland Metropolitan area schools through Peachjar.
- Teacher workshop.
- Grand opening event with a lecture on the history of the Jennings Lodge Campground.

The project manager will monitor the project and write a post-exhibit evaluation assessing it. Project effectiveness will be measured by keeping accurate comparative data on numbers of general walk-ins, youth, and the numbers of school groups. Total museum attendance for the 2022 calendar year was 2,034. Our goal is to double general attendance one year after the exhibit grand opening. Only 32 students visited during the 2022 calendar year. CCHS's goal is to draw 1,000 students to the museums by January 2025. The final goal is to add 10 additional family memberships to our total of 117 memberships by July 2025.

Timeline

10/01/2023 – 02/01/2024

- Consult with Jennings Lodge stakeholders to gather history and collaborate on project.
- Research and finalize exhibit text focused on audience of families and incorporating stories of underrepresented communities.
- Research museum activities focused on audience of families.

02/01/2023 – 03/01/2023

- Decide upon interpretive tools to accompany exhibit text: objects, images, media elements, interactives, models, and tactile elements.

03/01/2024 – 04/01/2024

- Draft RFP for museum fabrication companies.
- Conduct oral history interviews.

04/01/2023 – 06/01/2023

- Finalize contract with exhibit fabrication company.
- Finalize text, design details, and graphic layouts into production ready package for exhibit company.
- Consult with Jennings Lodge stakeholders on plot for comic book.
- Research, write, and select potential images for comic book.

06/01/2024 – 07/01/2024

- Conduct ADA accessibility audit for exhibit.
- Exhibit reviewed by teacher advisory group.
- Interview and contract with artist for comic book
- Exhibit reviewed by museum professionals.

07/01/2024 – 10/01/2024

- Exhibit fabrication
- Develop education activities/tour.
- Implement marketing plan for project.

10/01/2024

- Exhibit grand opening.
- Launch education programs

11/01/2023 – 03/01/2023

- Develop website.

The expected lifespan for the exhibit is at least five years. It will be financially self-sustaining by increasing the admissions revenue at MOOT. CCHS will be responsible for managing/maintaining the exhibit and using best practices to improve the education programs.

Budget

\$100,000	Contract with an exhibit fabrication company to build interactives to engage visitors.
\$25,000	Exhibit research, design, draft text, and plan for incorporating media elements.
\$16,620	Grant administration and project coordination
\$7,500	Exhibit-based education activities and tour
\$7,500	Website development
\$7,500	Comic books for children about time travel (includes fee for artist and the cost to print it)
\$2,080	Four – Six oral history interviews
\$166,200	Total

Engaging the Jennings Lodge community

Engaging Jennings Lodge residents in discovering and appreciating the former campground's role in the history of their community and in learning more about their community's historic past will be considered throughout the completion of projects. Community discussion will provide a means for soliciting volunteer assistance, and community involvement will provide feedback on how the individual projects were meeting some of their project goals. Community meetings will be scheduled to take place periodically during the first year to keep the community engaged and apprised of progress or assistance needed, and then once every six months for the first two years, and at least once a year thereafter. Community meetings will be critical in identifying former Jennings Lodge Camp participants and community members who might have knowledge and/or artifacts related to its history. Our volunteers are essential to providing the skills and experience to assist in completing projects. On average, volunteers have donated a total of 1250 hours since January 2023.

CCHS will benefit from the Jennings Lodge education grant funding in many ways that include increased community awareness of the museum, enhanced education programs for all, and fundraising. What makes CCHS important to our communities is that we preserve and share powerful stories of people's lives and how the County has changed over time. Clackamas County is home to some of Oregon's most deeply layered history from Indigenous Peoples to re-settlement through the Oregon Trail to technological innovation that brought electricity to people's homes because of the power from the falls. Experiencing museums helps visitors understand how events in the past shaped the present. We learn how people lived, overcame hardships, and can look at the past with the goal of creating a better future.

A sample list of the applicant's completed history-related educational programming and activities.

Exhibits

- Portland Wells Fargo Museum
- Wells Fargo and the Asian Pacific Community Exhibit
- Steamships in Oregon
- Edward Hopper: Wells Fargo Messenger Artist
- Telegraph exhibit
- Lightning Fast: Wells Fargo and the Pony Express | 150 Years
- Wells Fargo in Popular Culture
- Crime Scene Investigation: Wells Fargo's Officers in Pursuit
- Vancouver Barracks and the Home Front during World War II

Education programs

- 4-12 financial literacy/history thematic tours
- Pony Express curriculum and tour
- Heritage activities for multiple Wells Fargo Museums, including mini-tours, scavenger hunts, trivia, and museum tour scripts.
- Multidisciplinary educational offerings in alignment with Oregon's Standards in language arts, social sciences, and American history
- Primary Sources on the Butterfield Overland Mail Company curriculum
- Edited textbook for Teaching American History Grant.