



Yamhill County Parks

Unique natural, cultural, and historic places where people can enjoy outdoor recreation and educational activities.

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Inter-Office Memorandum

Date: June 16, 2015
To: Laura Tschabold, County Administrator; Commissioner Stan Primozych, Parks Liaison
From: Brett Henry, Parks Division Manager
Subject: IGA between Yamhill County and CSC for Whiteson Master Plan

Attachments (2): Intergovernmental Agreement (Yamhill County and the Community Service Center at the University of Oregon); Exhibit A Scope of Work: Master Plan for the Whiteson Area

County Parks is requesting permission to add the Intergovernmental Agreement (IGA) between Yamhill County and the Community Center at the University of Oregon to the agenda of next week's formal session. The IGA requires countersignatures from the Board of Commissioners Chair, County Counsel, and the Parks Division Manager.

The Community Service Center (CSC) at the University of Oregon will provide planning consultation for the "Whiteson Property." They will provide planning and technical expertise to assist the County with the potential of developing the property. The attached Scope of Work outlines their approach which includes a conceptual design synthesized from community input and comment, a park design charrette, community workshops, and a final design document and presentation to stakeholders. Work on the project will begin in July 2015 and will be completed by July 2016. CSC will charge a fixed fee of \$23,525 and County Parks will be billed after the completion of each task as outlined in the billing schedule. County Parks has sufficient funds budgeted for the project.

The project was discussed at an informal session on 4/27/15 and approved by the Parks and Recreation Advisory Board on 4/20/15. If you have any questions you can reach me at (4520).

Accepted by Yamhill County
Board of Commissioners on

6-25-15 by Board Order
15-203

INTERGOVERNMENTAL AGREEMENT
(Yamhill County and the Community Service Center at the University of Oregon)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made effective the dates set forth adjacent to the signatures below by and between Yamhill County, a political subdivision of the State of Oregon ("County") and the University of Oregon, a public university with a governing board, on behalf of its Community Service Center, located at 1209 University of Oregon, Eugene, Oregon 97403. ("CSC").

RECITALS:

- A. The County owns a 94 acre parcel of land along the South Yamhill River in Yamhill County (the "Whiteson Property") that is being considered for development as a day use park and potentially a campground. Before proceeding with any further development or planning the County recognizes that additional planning is required, ultimately up to and including a master plan.
- B. CSC is a unit within the University of Oregon with experience in planning and with assisting Oregon communities by providing planning and technical assistance to help solve local issues and improve the quality of life for Oregon residents and CSC desires to assist County with its planning for the Whiteson Property
- C. County and CSC desire to enter into this agreement to allow County and CSC to work together on certain planning activities relating to the potential future development of the Whiteson Property.
- D. This Intergovernmental Agreement is authorized by ORS Chapter 190 and ORS Chapter 203.

NOW, THEREFORE,

In consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. COUNTY RESPONSIBILITIES. The County will provide CSC the information reasonably required by CSC to perform the preliminary planning services described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Services"). County also hereby agrees to provide CSC with reasonable access to the Whiteson Property as necessary for CSC to perform the Services.

Section 2. CSC RESPONSIBILITIES. CSC shall perform the Services as described in Exhibit A.

Section 3. COMPENSATION. As compensation for CSC's performance of the Services County shall pay CSC a fixed fee of \$23,525.00. County agrees to pay CSC on the following schedule:

- 1. County will pay CSC \$5,000.00 upon receipt of invoice following execution of this agreement.
- 2. County will pay CSC \$5,000.00 upon receipt, review and approval of invoice following completion of Task 1 as described in Exhibit A.
- 3. County will pay CSC \$3,500.00 upon receipt, review and approval of invoice following completion of Task 2 as described in Exhibit A.
- 4. County will pay CSC \$10,025.00 upon receipt, review and approval of invoice following completion of Task 3 as described in Exhibit A.

Section 4. TERM AND TERMINATION

1. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from the date of the last signature below through July 31, 2016.

2. **Termination.** Either party may terminate this agreement for convenience upon 30 days advance written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 5. COST AND ATTORNEYS FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 6. CSC AS INDEPENDENT CONTRACTOR; WORKERS COMPENSATION COVERAGE. CSC is an independent contractor under this Agreement, and will be so deemed for the following purposes:

1. CCS employees assigned to provide services under this Agreement are responsible for payment of any federal or state income taxes related to their services under this Agreement. CSC will withhold and pay its proportionate share of FICA and Medicare taxes and with withhold and pay income taxes on behalf of its employees.

2. This Agreement does not entitle any CSC employee assigned to provide Services under this Agreement to any benefits granted to County employees as a result of an employment relationship with County.

3. CSC is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage for its employees assigned to provide Services under this Agreement.

Section 7. INDEMNIFICATION AND INSURANCE.

1. INDEMNIFICATION.

a. CSC's reciprocal indemnification. County, its officers and employees, shall not be deemed to have assumed any liability for acts of CSC, or of any officer, employee or agent thereof, and CSC, to the extent permitted by the laws of the State of Oregon, including the Oregon Tort Claims Act, ORS 30.260 et seq., hereby covenants and agrees to hold and save County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against County, its officers, agents, or employees, by reason of any act of intentional misconduct of CSC, its officers, agents, and employees.

b. County's reciprocal indemnification. CSC, its officers and employees, shall not be deemed to have assumed any liability for acts of County, or of any officer, employee or agent thereof, and County, subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, hereby covenants and agrees to hold and save CSC and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against CSC, its officers, agents or employees, by reason of any act of intentional misconduct of County, its officers, agents, and employees.

c. The parties agree that neither is indemnifying or holding the other harmless for the acts of

negligence or willful misconduct of third parties or the other's own officers, employees or agents.

d. Except as provided by subsections 1 and 2, the parties agree that nothing contained in this Agreement is intended to limit the remedies, if any, either party has against the other party or a third party.

2. **INSURANCE.** CSC is self-insured under ORS Chapter 352.107, with adequate levels of excess liability insurance. CSC shall provide County with proof of self-insurance upon request.

Section 8. MODIFICATION OF AGREEMENT. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

Section 9. EFFECTIVE DATE. This agreement becomes effective the last date set forth adjacent to the signatures of the parties below.

Section 10. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and CSC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CSC, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

Section 11. SEVERABILITY. The parties agree that 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 conditions 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.

Section 12. SUBCONTRACTS; ASSIGNMENTS. CSC shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. This Agreement shall not be assigned by CSC without the prior written consent of County.

Section 13. COUNTERPARTS. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument

Section 14. ENTIRE AGREEMENT; AMENDMENT; SUUCCESSORS AND ASSIGNS. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. No alterations, changes, or additions to this contract shall be made except in a written document signed by both parties. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns

(Signature page follows)

DONE the date and year set forth adjacent to the parties signatures below.

**COMMUNITY SERVICE CENTER at the
UNIVERSITY OF OREGON**

By: 
Analinda Carnacho,
Director Sponsored
Projects Services
Title: _____
Date: 6-18-15

YAMHILL COUNTY, OREGON


ALLEN SPRINGER, Chair
Board of Commissioners
Date: 6-25-15


BRETT HENRY
Parks Manager

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
Yamhill County Legal Counsel

Accepted by Yamhill County
Board of Commissioners on
6-25-15 by Board Order
15-203

Exhibit A
(see attached)



Exhibit A

SCOPE OF WORK

MASTER PLAN FOR THE WHITESON AREA

BACKGROUND

The Whiteson area is owned by Yamhill County and is being considered for development as a day use park, and potentially a campground. The site is comprised of Monroe Landing and the former Whiteson Landfill Property, which is currently in post-closure. Following is a summary of the four parcels that comprise the site:

- **Monroe Landing** is approximately 4 acres in size and is currently undeveloped natural area. The parcel was purchased by the County as part of the Whiteson Landfill acquisition in 1966 with the intent it be developed for public park use and river access. The boat launch was constructed in the 1970's, but use is limited due to Yamhill River's low summer flow. Moreover, public access to the landing is restricted due to post-closure activities at the landfill site and due to illegal/inappropriate activities that were occurring on the site (limited enforcement and maintenance presence at the site, which may have contributed to the issues that occurred on site). Due to the lack of public use, maintenance of the site ceased and the site has returned to a more natural state.
- **Whiteson Landfill** Is owned by the County is a former landfill property and is approximately 38 acres in size. The former landfill site is in the postclosure process under Yamhill County Solid Waste and Oregon Department of Environmental Quality (DEQ) oversight.
- **Former Rice Property** is approximately 42.2 acres and was purchased by Yamhill County to create a buffer to the former landfill site. Leased farmland makes up a majority of the site which includes a small "hunting" cabin, barn, and well house, located on the property, as well as an access road that follows the southern boundary. The site also includes a pole barn that serves as the Yamhill County Juvenile Department's wood barn as part of the County's community service program.
- **Riparian Property** is approximately 10 acres and was purchased by Yamhill County at the same time as the former Rice Property as part of the buffer to the former landfill site. The site is primarily undeveloped riparian area with a small network of primitive trails and river access.

Yamhill County is exploring development of a regional park at the 94-acre Whiteson Area property. The initial concept was developed in 2011 and modified in 2012. The proposed project generated a lot of controversy—the Yamhill County Planning Commission voted 4-3 to deny a conditional use permit (CUP) for development of the park which the County Board subsequently approved.

The CUP application described the vision for development of the park as follows:

Plan, design, and develop a 94-acre regional park in the Whiteson area that could potentially support camping, multi-use and nature trails, access to the South Fork of the Yamhill River, seasonal water trail, and areas for a variety of day use and educational activities. The primary focus of this proposal is to provide a plan for the development of trails, river access points, and day use facilities at the site. Further planning is required for the development of overnight facilities and restoration of the barn.

Camping was also identified as a potential public use for the site and the Yamhill County Parks and Recreation Board has a vision for future development of camping facilities at this site. Overnight camping, however, was not part of the CUP application. In short, the 2012 proposal was to develop a park that only supports day use facilities.

While the County Board approved the CUP application, the project did not move beyond that step in the planning process. Key concerns about the proposal relate to security, access, and safety. This 2012 park proposal included many modifications to the overall site plan, public access plan, security strategies, and boundary delineation as a response to input gathered at several meetings that were held in 2011 and 2012.

In February 2015, County staff contacted the Community Service Center (CSC) at the University of Oregon about options for revising the master plan. The Scope of Work provides details about how the CSC will complete this project. Robert Parker (CSC Director) and Bethany Steiner (Associate Director) will manage a group of planning and landscape architecture students to complete the project.

PROJECT APPROACH AND PROPOSED DELIVERABLES

Task I: Project Start-up

The goal of this portion of the project is to understand and document conditions that will influence the design of this project. These conditions may include but are not limited to:

- Existing documents
- Existing site conditions
- User preferences
- Desired future conditions of the City of Yamhill County staff, City Council, stakeholders, and the public
- Anticipated construction budget

Task 1.1: Document Review - CSC will review any existing documents, maps, drawings, and photographs related to the project prior to the initial visit with City Council and staff.

Task 1.2: Kick Off Meeting and Site Analysis – This initial meeting will allow the CSC team and the Parks Board, county staff, and other stakeholders to get acquainted with each other and the project. This meeting will involve a site visit, and will explore issues including existing conditions on the site, programmatic elements for the site, vision for the project, construction budget, and the design process. **(Timeline: The Kick-off meeting will be held in late July)**

Task 1.3: Stakeholder Interviews – CSC will conduct 10-12 interviews with key stakeholders that will include adjacent property owners, representatives of key groups that would use the facility, and others as suggested by staff or the Parks Board. **(Timeline: July – August)**

Task 1.4: Online Survey – CSC proposes to develop and administer an online survey. The survey will address broader issues around what county residents want from the parks system as well as specific questions related to the Whiteson area. We anticipate a low level of public awareness of the site and will develop approaches to gather meaningful input on the site. This could include use of maps and aerial photos, images or cross sections of potential facilities, etc. We will work closely with staff and the Park Board in developing the surveys. CSC will host the survey using Qualtrics, an online survey site. We will work with staff and the Parks Board to develop strategies to publicize the survey. We anticipate the county would include a link to the survey on the County website; other avenues of distribution could include local service groups, local chambers of commerce, etc. **(Timeline: August – September)**

County responsibilities:

- Provide initial background materials, such as a base map with facilities identified
- Identify and provide any other key documents, photographs, maps, drawings, or information available about the project vision and the existing site conditions previous to the kick-off meeting
- Organize kick-off meeting for July with County staff and the Parks Board
- Assist CSC in making contacts to neighbors to complete Task 1.3.
- Assist CSC in identifying avenues to distribute the online survey

CSC responsibilities:

- Analyze existing conditions of the Whiteson area and the immediately adjacent properties
- Analyze available documents to identify constraints and opportunities on site
- Conduct stakeholder interviews
- Develop, distribute, and analyze online survey
- Synthesize list of key site issues, constraints, and opportunities

Schedule: July-September

Meetings:

- Kick-Off Meeting with County Parks board and staff

Deliverables(s):

- Written and visual summary of the existing site conditions to include a site and facility description, site analysis diagrams, photographs, and maps of the site, design goals and guiding principles.
- Online survey summary report
- Key themes from stakeholder interviews

TASK 2: Preliminary Conceptual Design

In this phase of the project, CSC will use the information from initial documents, site visits, and meetings develop design goals, potential site programming, and 2-3 alternative design visions to Yamhill County.

CSC staff will ask residents for feedback and preferences for design concepts at a community workshop—preferably on site. After this meeting the CSC team will assemble a site design concept to present to the Parks Board.

Task 2.1: Initial Design Concepts - The CSC team will use the products of the project start-up phase to produce a set of design drawings to present to county staff, the Parks Board and the public. Plan drawings along with accompanying section and perspective drawings, as needed, as well as written and verbal descriptions will provide insight into the placement of design elements, site circulation, and visual character envisioned in the 2-3 design alternatives. These design alternatives will be presented to the community for feedback. CSC suggests that county staff and Parks board members attend the workshop to give feedback on the design alternatives. **(Timeline: September – October)**

Task 2.2: Park Design Workshop – To gain a deeper understanding of issues on the site and in its relationship with the surrounding neighborhood, the CSC team will conduct one public workshop focused on programming and design of the park. CSC will present the initial 2- 3 design concepts for public comment and will use the input to develop the Task 2.3 synthesized design concept. **(Timeline: September – October)**

Task 2.3: Synthesized Design Concept - After receiving community feedback at the community event, CSC will synthesize the results into a single design concept. CSC will present this design concept to county staff and the Parks Board. **(January)**

County responsibilities:

- Provide feedback on draft design alternatives
- Help CSC publicize the community park design workshop
- Provide feedback on the synthesized design concept

CSC responsibilities:

- Provide a verbal and visual presentation that incorporates conceptual plan, section, and perspective drawings (as needed) and/or precedent photographs to represent 2-3 alternatives for the site design
- Hold Community workshop for residents to comment on draft park designs
- Create synthesized draft design concept

Schedule: August – January

Meetings:

- Park design workshop or charrette
- Design Presentation with county staff and Parks Board **(January 2016)**

Deliverables(s): Initial alternative design concepts and synthesized design concept.

Task 3: Final Park Design Document

Based on the comments and preferences discussed in Task 2 the CSC team will produce the final park site design, and supporting materials that document the project goals and objectives, site analysis and design considerations, project phasing, design process, and construction cost estimate.

County responsibilities:

- Provide feedback on draft document

CSC responsibilities:

- Final site design
- Assemble supporting document to include:
 - Project goals and objectives
 - Site analysis and design considerations
 - Design of site
 - Project phasing
 - Construction cost estimate
- Deliver final park design

Schedule:

Meeting: Final Design Presentation to Park Board (July 2016)

Deliverable(s): An illustrative site design document and poster; presentation of the final document to the Parks Board.

Proposed Meetings

Meeting 1.0: (July 20) - Kick-Off Meetings with Parks Board and county staff. Discuss scope of work, questions for Task 1, potential site visit(s)

Meeting 2.0: (September/October) - Host community workshop with 2-3 design alternatives

Meeting 2.1: (January) - Synthesized design presentation to county staff and Parks Board

Meeting 3.0: (February - March) - Final design presentation to county staff and Parks Board

BILLING SCHEDULE AND BUDGET

CSC proposes to initiate work on the project in July 2015 and to complete the project by July 2016. We propose to conduct the project for a fixed fee of \$23,525 with the following billing schedule:

Execution of agreement:	\$5,000
Completion of Task 1 (September 2015):	\$5,000
Completion of Task 2 (January 2016):	\$3,500
Completion of Task 3 (July 2016):	\$10,025

B.O. 15-203