



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

December 7, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of a professional services contract with Design Workshop, Inc. for Consulting Services to develop a Parks and Recreation System Plan. Total value not to exceed \$358,028. Funding through NCPRD Capital Asset Funds. No County General Funds are involved.

Previous Board Action/Review	Exec. Session and Policy Session on November 21, 2023		
Performance Clackamas	<ul style="list-style-type: none"> • Honor, utilize, promote, and invest in our natural resources. • Ensure safe, healthy, and secure communities 		
Counsel Review	9/25/2023 AN	Procurement Review	Yes
Contact Person	Cindy Becker	Contact Phone	503-930-6894

EXECUTIVE SUMMARY: North Clackamas Parks and Recreation District (“NCPRD”) seeks approval of a contract with Design Workshop, Inc. for consulting services to develop a parks and recreation system plan, with a total contract value of up to \$358,028.

NCPRD’s current Parks and Recreation Master Plan was adopted almost 20 years ago, in 2004, and updated in 2007. It has been a useful guide for long-range planning; however, after two decades and many changes affecting the District, an updated vision and plan is needed to guide the District into the future. An update of the Master Plan is necessary to meet the changing needs of the community and to provide a 20-year road map that sets the future direction of NCPRD. NCPRD has acquired new properties and developed several new parks and trails since the last plan was adopted that will be integrated into the District’s long-range System Plan.

NCPRD needs a planning process that builds community, dialog, trust, relationships, and understanding at its foundation to best serve the public. Key tools necessary include updated and clear research, needs assessment, and analysis, combined with broad and meaningful community engagement. Through this process, NCPRD will work to develop a plan with an updated mission and vision, updated goals, priority strategies and actions and associated funding strategies, and an implementation plan that NCPRD can effectively complete.

Regular updates will be provided to the Board once the process gets underway.

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To obtain necessary assistance for this work, NCPRD issued a formal solicitation (RFP # 2023-08 for Consulting Services to Develop a Parks and Recreation System) to contract with a team of professionals with expertise in all aspects of parks, trails, and natural areas System Planning. This includes community engagement; core services identification; level of service analysis; needs assessment; trends identification; benchmarking; governance and operational review; financial and funding analysis; and maintenance and operations planning. This procurement process resulted in a top qualified proposer, Design Workshop, Inc.

In the initial planning process, a community profile will be developed including a statistically valid survey to capture district residents' values and needs. The profile will include break outs of the data to separate City of Milwaukie data from unincorporated area data. After this work is completed, NCPRD staff will come back to the Board to seek approval of Phases 3 and 4 (plan development and creation) for either Option A: Entire district or Option B: Unincorporated area only.

RECOMMENDATION: Staff recommends the NCPRD Board of Directors approve a professional services contract with Design Workshop, Inc. for consulting services to develop a parks and recreation system plan. Total value is \$358,028 for Option A and \$354,890 for Option B.

ATTACHMENTS:

1. Contract #8284

Respectfully submitted,

Cindy Becker
Acting NCPRD Director



**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
PERSONAL SERVICES CONTRACT
Contract #8284**

This Personal Services Contract (this “Contract”) is entered into between **Design Workshop, LLC** (“Contractor”), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **July 1, 2025**. This Contract may be renewed for two (2) additional one -year terms upon the execution of a written amendment by parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: consulting services to develop a parks and recreation system plan. (“Work”), further described in RFP 2023-08, the negotiated scope of which is attached incorporated herein as “**Exhibit A**”
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Fifty-Eight Thousand and Twenty-Eight Dollars (\$358,028)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A
- 4. Invoices and Payments.** This is a lump sum contract and Contractor will submit monthly invoices as a percentage of work completed for each phase of the work. Invoices will be sent digitally from Design Workshop by the 10th of each month to the email specified in this contract. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each phase and will describe the completed portion of the services. Invoices shall include the total amount billed to date by Contractor prior to the current invoice and the total balance remaining. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client’s request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: finance@ncprd.com.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. **Contractor and District Contacts.**

Contractor	District
Administrator: Anna Laybourn Phone: 970-399-1408 Email: alaybourn@designworkshop.com	Administrator: Michael Bork Phone: 971-610-1036 Email: mbork@ncprd.com

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the

District 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their 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, to the extent caused by the Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County (“County”), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel’s Office. District or County may assume their own defense and settlement at their election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (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.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract

with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** . This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District copies of all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, copies of all documents, research, objects or other tangible things needed to complete the Work
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.

22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor 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 Contract.
25. **WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
26. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
27. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
28. **KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the

District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Design Workshop, LLC

North Clackamas Parks and Recreation District

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

1651099-93

Oregon Business Registry #

Approved as to Form:

DLLC/OR

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A SCOPE OF WORK

North Clackamas Parks and Recreation District Parks and Recreation System Plan Design Workshop | September 6, 2023 Exhibit A Scope of Services Agreement

Project Approach to Scope

The consultant scope of services is described below for the creation of North Clackamas Parks and Recreation District Parks and Recreation Plan. To be fiscally responsive, the Design Workshop team looks forward to project commencement with NCPRD to identify opportunities for staff and partner agencies resources to be best leveraged during the process. Work to be performed will be in collaboration with NDPCRD staff and stakeholders. Our team is flexible in considering a menu of services and teaming options that expand upon the scope outlined in the RFP.

Design workshop has included **three in-person visits** in the scope of work that will be timed according to in-person vs. virtual engagement preferences and schedules.

Phase 1: Project Kickoff & Management

The plan analysis tasks will focus on celebrating the social, health, and ecological benefits that parks, recreation, trails, and open space offer and evaluate how to strategically make those benefits equitable.

Task 1.1 Project Initiation and Ongoing Project Management

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key District staff to review the project work plan and data availability. This first meeting will lay the foundation for a clear process and will clarify roles, approach, project goals, and community engagement opportunities. Together we will define ***a project mission statement and guiding principles*** to effectively launch this phase of the project. Items to be covered during the SKO Workshop include:

- Discuss accomplishments of the current Plan and any sections that remain relevant
- Define ***roles, responsibilities, and communication procedures***
- Confirm a ***detailed project schedule and document review process***
- Identify any topics for additional research and evaluation
- Establish ***measurable project goals and desired outcomes***

Every phase will involve project management from Design Workshop's Principal-in-Charge and the Project Manager. To facilitate efficient communication, we are anticipating virtual progress meetings timed with key dates with the NCPRD Project Manager. Design Workshop will maintain the project schedule, including tracking of key milestones and engagement activities.

Deliverables:

- Two-hour facilitated SKO workshop with District Project Management Team
- Detailed project work plan and schedule
- Project Management Plan (PMP) including communication protocols and tools
- Recurring calls with NCPRD Project Manager (26 1-hour meetings included), including meeting agendas, notes with action items
- Writing style guide and quality assurance checklists
- Monthly report indicating percentage complete by task with monthly invoice

Task 1.2 Community and Stakeholder Engagement Plan

Our outreach with the community will be centered upon listening to needs, big ideas, and constraints, as well as identifying destinations, known gaps in parks and recreation network and areas in which people face barriers to access or inclusion. Our Engagement is typically planned in “windows,” providing an interactive process for sharing materials with the community and supporting them in responding from an informed point of view. Engagement strategies and methods will be tailored for reaching traditionally underrepresented populations (youth, low-income households, people with disabilities, and communities of color). All materials will be united graphically using branding and established messaging protocols.

The Design Workshop team will develop a Community Engagement Plan that includes detailed guidance on public outreach, identifies engagement tools and methods to utilize throughout the process. The Community Engagement Plan will be crafted using the IAP2 Spectrum of Public Participation. A stakeholder matrix template will be created utilizing the IAP2 spectrum.

Completing the matrix throughout the project, we will work with District staff to categorize the groups and individuals that will be identified as key stakeholders that should be engaged in the process. We anticipate this group will include business leaders, local non-profits, public service providers, youth-focused organizations, etc. Discussion of these stakeholders will begin with the Strategic Kickoff, which will identify the optimum role for these groups within the project.

Ultimately, we will work with staff to finalize the Community Engagement Plan document that includes identification of the stakeholders, contact information, engagement timelines, scheduled meeting dates and lead times, information distribution methods, and responsibilities of NCPRD staff and the consultant team.

Deliverables:

- Community Engagement Plan, draft and final formats provided in MS Word and PDF formats
- Stakeholder analysis matrix template, provided in MS Excel format

Task 1.3 Project Branding and Project Website

A graphic template and branding style will be developed along with document layout, production formats, fonts, logos, graphic colors, to be used for the project engagement activities and content development. This helps set the tone for conveying the visionary, big ideas of the plan and unify the look and feel of deliverables to facilitate the synthesis and distillation of interim deliverables into a draft and final plan document.

Project websites are an important tool for facilitating public engagement. They provide an easily updatable platform that serves as a centralized resource for sharing updated information throughout the life of the project. It is assumed this will be a fairly simplistic project website, with up to three pages maximum to convey project information.

We will work with the District to create content for a web presence for the project. Design Workshop will create the website and host and, working with NCPRD, make updates of content to the project website. Design Workshop will provide narrative including background information, links to online surveys, capability for sign up for project updates and provide input, and updated content to various elements of the plan as it progresses. DW will provide all relevant project deliverables formatted to be publicly available and uploaded to the project website- Design Workshop will utilize automatic language programs similar to NCPRD to provide the website content translated from English into Spanish, Vietnamese, and Russian.

Deliverables:

- Initial meeting to discuss client brand preferences and process
- Brand concept development rounds 1 and 2

- Branding package, including logo in 3 sizes and PowerPoint template, with one round of edits
- Plan document graphic template
- Project website development and hosting, which includes narrative text, collected photos/graphics, domain & hosting setup (1 year), website design, website production, testing, analytics setup
- Project website content, analytics findings, and content updates, delivered at 4 project milestones.

Task 1.4 Prior Plans and Policy Review

To inform our understanding of current guiding principles that relate to recreation, we will review existing recreation and related plans developed by the NCPRD and other partnering agencies and providers. The documents will be reviewed and summarized with an eye on goals, policies, guidelines, recommendations, and projects. A matrix will be developed to cross-coordinate goals, projects, and funding strategies from the different plans to show areas of alignment and focus. The Design Workshop team anticipates conducting a summary review of up to 6 reports, plans, and approved documents.

Deliverables

- Existing plan summary and policy matrix (review up to 6 documents)

Task 1.5 Community Profile and Equity Mapping

Design Workshop will also provide a community profile of the NCPRD area using Census Data, District-provided data collected through recent and ongoing planning efforts, ESRI Business Analyst, and regional data sources as available. The community profile will include the whole of NCPRD, but also break down the data into the NCPRD area without Milwaukie and incorporated Milwaukie for comparison (1 full area with two subarea components). The community profile will provide a baseline of understanding for existing conditions covering the following topics: demographic, socioeconomic, community character, impact of tourism, and areas of high public health risk due to environmental or socioeconomic factors.

This mapping exercise will provide an important baseline understanding of areas with higher social, economic, and health vulnerabilities (areas of equity priority) that should be considered with future efforts of identifying recreational opportunities as well as identify potential environmental threats.

Deliverables

- Existing demographic conditions summary memo including maps, tables, and narrative
- Equity variables maps and source data list
- Equity Priority Zone composite map

Task 1.6 Supporting Community Navigators

As the culture of the NCPRD district varies from neighborhood to neighborhood, so will the way that we engage with residents. We will work with NCPRD to formulate a group of 10-20 targeted Community Navigators who represent the myriad of demographics within the project area. The only requirement is that they be a community member in the project area and will commit to supporting engagement efforts. This could include providing perspectives on park conditions through Quality Assessments, hosting one to two small group gatherings (with or without facilitation by the project team, depending on preference) in a topic that they demonstrate comfort in addressing, hosting pop-up events, promoting the project through giving presentations to various boards and commissions, or distributing advertisement or engagement materials throughout the planning area.

By directly incorporating Community Navigators in the process without the presence of “the government” and “planning consultants” (i.e., the planning team) we can gain access to dialogue that is more honest and real. We will specifically seek out Community Navigators who can help reach demographics typically excluded from planning processes and help them make a plan to meet people where they are. We recommend paying these navigators for their time or provide desirable in-kind gifts for their contributions.

The District staff play a strong role in supporting the Community Navigators through recruiting, hiring, tracking their participation, and facilitating access to engagement materials and information. Design Workshop will support through providing an overall framework for the Community Navigators’ strategic involvement (as defined in the Community Engagement Plan) and through providing training materials and information, including materials to be used for the Quality Assessments (see Task 2.5 below)

Deliverables

- Pop-up event or meeting facilitation instructional package and/or meeting, up to 2 times
- Community Navigators orientation and role description narrative

Task 1.7 District Advisory Committee (DAC) Meetings and Facilitation & NCPRD Board of Director Meetings

The District Advisory Committee (DAC) will help guide the process and provide opportunities for review and discussion of plan contents at critical milestones. DAC meetings would be facilitated by Design Workshop with support from District staff.

We anticipate preparing briefing presentations at critical project milestones to the NCPRD Board of Directors and also engage them in gauging their interests and objectives. The NCPRD Board will be engaged concurrently and be responsible for plan adoption.

Anticipated briefings/meeting topics are as follows:

1. Project Kick Off: Defining Goals and Vision
2. Review Community Engagement Strategy
3. Analysis Findings Review and Discussion
4. Plan Vision and Goals: Evaluating Concepts and Developing Recommendations
5. Prioritizing Projects for Implementation Workshop
6. Final Plan Review
7. Final Plan Adoption

Meetings will be hosted virtually unless they coincide with the three planned project trips. Meetings are assumed to be no longer than 1.5 hours each.

Deliverables:

- Six (6) District Advisory Committee Meeting presentations, agendas, attendance, and summary notes
- Four (4) NCPRD Board of Director meeting presentations and attendance
- *Additional meetings can be provided per hourly rates plus travel expenses (estimated at \$1,500). Each meeting includes the above deliverables.*

- *Additional one-on-one meetings with leadership can be provided based on hourly rates (estimated at \$400) excluding travel. This includes an agenda and meeting summary.*

Phase 2: Needs Assessment and System-Wide Analysis

Task 2.1 Inventory Mapping and Parks Classifications

We will collect inventory and map NCPRD's parks, trails, trail heads, facilities, centers, and open spaces. In addition, other contributors to parks and recreation such as school properties, state and federal public lands, HOA parks, the 2004 System Plan, Clackamas County TSP, Metro RTP, and others will be utilized from available GIS sources.

Parks Classification definitions will define distinct characteristics, service area, and types of parks, open space, and recreation facilities that exist within NCPRD and to use as a guide for staff categorization.

Deliverables

- Inventory analysis organized by property with acreage and amenities (pdf format document)
- Geographically referenced existing and proposed parks, trails, natural areas inventory base mapping (map and GIS shapefile)

Task 2.2 Walkshed Analysis and Trails Gaps

The team will study the spatial distribution and service area analysis based on travel routes and travel barriers. This may include incorporating any available ADA access barriers data. Residential address points will be used to evaluate service area coverage. Park entrances will be mapped for parks larger than four acres in size. This analysis will be utilized to identify gaps in the locations of existing and planned parks to serve the population.

Our team will incorporate research and analysis of system-wide District trails needs, identify connectivity gaps between parks, trails, natural areas, and facilities, and integrate a system-wide District trails vision and framework that will set the stage for an upcoming and more detailed Trails System Plan.

Deliverables

- Park spatial distribution and service areas mapping of coverage and gaps
- Trails distribution and connectivity gap map

Task 2.3: Level of Service Calculations

The DW team will calculate LOS measurements by park type, amenity types, geographic service areas, identify gaps, and work with the district to develop LOS goals. The park type classifications will be used to develop a park acreage per population ratio and relate to population growth projections to anticipate needed park space by type.

Deliverables:

- Draft Level of Service methods recommendations memo
- Level of Service draft baseline and potential goals evaluation memo

Task 2.4 Recreation Trends, Benchmarking, and Benefits Research

We will conduct a recreation trends analysis, bringing together our industry knowledge from our experience working nationally and in many comparable markets, participation trends from

applicable professional associations such as National Recreation and Park Association (NRPA), State of Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP), and Esri recreation spending reports for the District. In addition, we will incorporate relevant survey data collected by local organizations specifying recreation preferences.

In addition, benchmarking will be captured by comparing available data from NRPA, Trust for Public Lands (TPL), and Oregon Recreation and Park Association (ORPA) regarding trends and relevant averages for an understanding of level of service, amenities, and walking distance common from other parks and recreation systems.

This trends analysis will be compared to the list of programming providers (as populated by NCPRD with support from DW) to understand if there are any gaps that should be supported by NCPRD as well as lay the groundwork for a facilitated conversation to articulate the vision for the District's role.

Deliverables

- Recreation Trends Report memo with considerations for potential enhancements to programming/LOS

Task 2.5 Condition & Quality Assessment

DW will work with staff to develop a methodology and template for staff to inventory the condition of park spaces based on project goals. DW will then map the conditions, which can be overlaid with other mapping efforts such as Equity Zones or Quality Assessment data.

Separately, we will develop a workbook and survey for evaluating more qualitative aspects of park spaces, such as if they are inclusive in design and activated by programming and amenities. We suggest working with Community Navigators to conduct the assessments to provide a community member-based and non-technical perspective of how these spaces serve the community.

Deliverables:

- Park conditional rating template, map graphic, and geographic area based assessment
- Park quality workbook, map graphic, and geographic area based assessment
- One full day in-person site visit to evaluate parks space quality and/or train NCPRD staff and volunteers to conduct assessments.

Task 2.6 Recreation Program Analysis

ETM will request and review relevant documents from the District to help determine how the programs had performed in recent years, whether some are better received than others, if some programs would disproportionately demand more resources than others, if some facilities are beyond their current capacity, and any potential concerns that may arise.

Programs and associated fees will be compared against other local and regional offerings for both public and private entities to determine the District's competitiveness in the region.

ETM will request and review the following information as part of the analysis:

- Recreational programs offered and their associated fees
- Programming schedules/calendars and user counts if available
- Special events or activities or attraction that draw in large groups of visitors
- User fee rates and historical annual revenues
- Programs that may have been cancelled in the recent years
- Annual operating budgets and revenues

Deliverables

- Draft summary of findings
- Draft recommendations on potential programs, fees structure, and potential preliminary
- Changes

Task 2.7 Management and Operation Assessment

ETM will review and evaluate NCPRD’s organizational structure and operations to determine if existing resources are appropriate for current and future operations and administrative considerations. As part of the review of current O+M practices, the ETM team will examine the following:

- Budgets
- Existing partnerships – both public and private
- Existing organizational structure, staffing levels, job titles/descriptions
- Current staffing information including outsources contracts and staff skills
- Programming schedules/ calendars/ list and any user counts
- User fee rates and historical annual revenues
- Maintenance standards/ routines
- Workforce profile and retirement eligibility

Deliverables

- Draft summary of O& M analysis
- Draft recommendations on potential organizational changes, recommended staffing levels, addressing service gaps

Task 2.8 Engagement Window 1: Focus Groups

To begin our Community Engagement, we propose a series of Focus Group discussions to understand from the key user groups and partners ‘Where are we now?’ and ‘Where do we want to go?’. The DAC should be included in these discussions, as well as recreational program providers, community organizations and associations, the Chambers of Commerce, University leaders, representatives from State, Federal, and Tribal Lands, and other local citizen advocates. The scope includes virtual or in-person facilitation of a total of eight (8) topically based meetings with an optimal size between 10-25 participants. Tools such as Mentimeter or Mural would be used to facilitate online sessions. Potential topics include youth recreation and programming, cultural heritage and significant attributes, events and activities support, outdoor recreation offerings, ecology and forestry, and urban agriculture. The information from Focus Groups will inform questions for larger community engagement.

Deliverables:

- Facilitated Focus Group Meetings, eight (8) topically based discussions each less than 1.5 hours in length, over the period of 2 consecutive days.
- Meeting agendas, draft invitation text, presentation and questions materials, meeting summary

Task 2.9 Engagement Window 1: Statistically Valid Community Survey

A needs assessment and community values identification are best completed through a robust quantitative community survey. The survey provides statistically relevant results and reaches populations that represent district demographics. The National Research Center (NRC) will lead the execution of the survey.

Creating the Questionnaire and Survey Materials

Design Workshop and Polco will work with District staff to develop a questionnaire that covers the objectives of the study. We recommend that the length of the questionnaire be the equivalent of 3 standard letter-size pages. A draft questionnaire will be provided for revision feedback. The survey will be coded to allow for cross tabular analysis of the District as a whole as well as the two component parts of the District: the City of Milwaukie and unincorporated area (non-Milwaukie).

Survey Outreach

In this scenario, we would mail two postcard invitations (an initial and a reminder) to 3,200 households. We would use statistically appropriate address sampling methodologies to garner community-wide representativeness and expect at least a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses). The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).

We would also encourage the District to promote the survey to as many residents as possible through communications described below. The shared invitation would include a URL to complete the survey on Polco online platform. We would be sure to track sampled vs open participation respondents through different URLs to ensure we could analyze responses separately.

We recommend District-staffed pop-up events to help advertise the survey, as well as following ways to publicize the online survey to help ensure that all residents have the opportunity to respond:

- Include survey link in monthly newsletter sent with utility bills
- Promote survey in the District's email list
- Survey to be promoted in the local newspapers
- Flyers to be posted on relevant city information boards (downtown, library, Senior centers, City Hall, etc.)
- Promoted on social media
- Work with the Chambers of Commerce to promote the survey to members
- Ask local civic, sports, and cultural organizations to share with their networks.

Deliverables:

- Statistically Valid Mailed Survey
- Open Participation Online Survey
- Analysis and summary of results with one round of revisions
- Materials for Pop Up Events help advertise public engagement opportunities. Up to 5 exhibits provided (District staffed)
- Materials will be translated into Spanish, Vietnamese, and Russian. Cost for translation services provided by Polco is \$2,800 per language (\$8,400 total). Typically, three to four languages (including English) can fit in the mailed invitation postcards and on the cover letters that accompany the survey packets.

Task 2.10 Engagement Window 1: Pop Up Events

Creating booths at events and key locations is an excellent way to promote online surveys, profile of the project, and engage diverse audiences that are unlikely to participate digitally. We recommend these be pop-up stations at a community park or pathways during popular events. Specific pop-up materials will be created to garner feedback about the trail system. Displays, opinion surveys, and project information will be created and provided to staff for these events to encourage participation. For project budget efficiency we recommend District staff and Community Navigators host events, however our team would be happy to participate in-person if aligned with timing of other in-person engagement we are involved with, or if additional services are desired.

Deliverables:

- Pop-up event informational and engagement materials (4 exhibit boards, engagement activity/questionnaire)
- Pop-up event hosts training information & meeting

Task 2.11 Engagement Window 1: Youth Engagement Materials

The Design Workshop Team will prepare materials and presentations for classroom settings. District staff would partner with local schools and present information about the parks and recreation system, encouraging stewardship, interest, and the opportunity to integrate youth feedback into the Plan. We will also create materials for district-wide scavenger hunts to engage the youth in exploring different parks and providing their ideas and perspectives. District staff will summarize the youth input to be incorporated into the public input findings.

Deliverables:

- Community engagement materials tailored to youth perspectives (up to 3 exhibits)
- District scavenger hunt exhibit

Phase 3: Plan Development

Task 3.1 Vision and Plan Goals

Using input received from community members through Engagement Window #1 to identify opportunities and challenges, the Project Team will create a draft Vision Statement and Plan Goals to express the organizational framework for the plan and topics for emphasis.

Deliverables

- Plan draft Vision Statement and Goals
- Plan document draft outline

Task 3.2 Framework Plan Diagram

A framework diagram will be created to build off the geographic area analyses and will identify physical locations to address gaps, needs, programming, assets, influences, and opportunities.

Deliverables

- Plan Framework Map Diagram

Task 3.3 Recommended Project & Strategies Matrix

Together with NCPRD we will identify specific projects and action items that are associated with project goals and objectives. The project list would be inclusive of necessary maintenance and upkeep for existing assets, as well as trail system needs. The matrix will include recommended funding strategies, planning-level cost estimates, and timelines and action steps for implementation. An implementation workshop will be held with DAC and stakeholders responsible for implementation to vet and elaborate on this action plan matrix.

Deliverables

- Recommended project list with planning-level cost estimates, timelines, and responsible parties.
- Facilitation of a two-hour online workshop with NCPRD staff and stakeholders responsible for implementation

Task 3.4 Draft CIP Projects and Cost Opinion

Design Workshop and NCPRD staff will identify projects desirable for this Plan to anticipate for the next five years of implementation. Design Workshop and NCPRD staff will coordinate in developing a scope of individual projects in terms of intended amenities, development phasing, and acquisition target areas. General quantities for hard costs will be developed by Design Workshop and team and soft cost assumptions (such as acquisitions, planning, development, maintenance and operations costs) will be provided by NCPRD with support from ETM. The high-level cost opinion will be provided to a local cost estimation company familiar with the history of costs for parks and recreation amenities in the region. In coordination with Design Workshop and District staff, Conservation Technix will support the draft CIP planning by identifying in priority order and sequences the capital projects necessary to implement Plan recommendations. They will review existing and projected capital fund balances, and coordinate with District staff for a strategy and priorities for phased implementation. Conservation Technix will generate planning-level, order of magnitude cost projections for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development to serve as the project list for the SDC rate calculation. The development of planning-level cost opinions will be derived from relevant, regional projects of similar nature.

Deliverables

- Project identification and quantities for hard cost draft CIP projects spreadsheet
- High-level cost estimates for projects

Task 3.5 Funding Strategies

The ETM Team will review and analyze available capital and operation budget information, fee/pricing structure, and other financial data. We will provide an assessment on the annual operating spending and current sources of revenues, and the changes in their contribution during the past three to five (3-5) years to understand the trends, and whether some of those sources may be at risk. Potential revenue options will be explored and considered. This will be included in proposing recommendations for a 10-year financial strategy that identifies priority project funding sources.

Deliverables

- Draft summary of recommendations
- All work done until this point will be compiled into a standalone memo for final submission

Task 3.6 Performance Metrics

In addition to level of service goals, other indicators for performance related to the plan goals (such as community health data indicators, recreation and visitation numbers, tree coverage, community survey perceptions, and etc.) will be identified for the NCPRD team's evaluation of appropriate reporting methods.

- Draft recommended plan performance metrics memo

Task 3.7 Engagement Window 2: Community Meetings and Outreach

Community meetings are tailored to the project needs. They can include presentations with interactive exercises such as polling, preference surveys, and mapping activities, or a more open house style with exhibit boards where people can interact with boards, ask questions, and come

and go as they wish. The objective of these meetings is to check in on the plan Vision and Plan Goals to ensure the plan is reflective of community need.

Deliverables:

- Workshop Materials and outreach strategies:
 - Meeting advertisements in four formats including press release text
 - Presentation
 - Base maps, exhibits, and materials needed to provide and collect information at the workshop
- *Engagement Summary including data analysis and tables documenting responses*
- *Facilitation of an up to 2-hour public meeting (online or in-person) repeated for total of two (2) meetings.*
- *Social Pinpoint website platform setup for public comment collection on web-based maps and summary of input findings*

Phase 4: Plan Creation and Sharing

Task 4.1: Document Production Plan and Schedule

To manage the workflow and expectations of the final document, Design Workshop will prepare a plan outline and schedule for production and review of the 75% and 90% draft plans.

Deliverables:

- Draft plan document outline and graphic inclusion mock-up recommendations memo
- Plan document production schedule (weekly view) that identifies roles and responsibilities in excel

Task 4.2: 75% Plan Draft

The plan document will be easy to navigate and graphically rich with maps and images to explain the concepts. For the documentation of the main plan document we anticipate roughly a maximum of 75 pages in length for ease of reading, plus appendixes.

A 75% document will serve as a critical check-in with staff and external departments.

Deliverables

- 75% complete draft plan document with support charts, graphs, and maps
- Comment collection spreadsheet template

Task 4.3: 90% Plan Draft

Based on staff feedback, a 90% draft will be developed from here for public viewing and sharing with elected officials.

Deliverables:

- 90% complete draft plan document, including appendixes
- Response to comments edit note table

Task 4.4 Final Plan Documentation

Comments received from the Boards and general public and other review agencies will be evaluated with staff to determine the alterations needed to finalize the draft plan. The final plan will be produced with comments incorporated.

Deliverables

- NCPRD Plan document, electronic copy in a format compatible with NCPRD's software.
- GIS Map packages of data created for this project plan

Task 4.5: Engagement Window 3: Sharing the Plan

The 90% draft plan will be provided to NCPRD's Boards and community. Based upon input received from the public review process, the plan will be refined and revised for adoption.

Deliverables:

- Draft plan presentation power point with speaking notes
- Exhibit boards (up to 3 boards sized "24x36") and handout

PROJECT CONDITIONS & EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will obtain approval from the client prior to commencing services that are out of scope.

1. Client/Client Rep. coordination may need extra time if Design Workshop is required to coordinate with multiple stakeholders or change in contacts.
2. Planning services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, client project leadership, program, or budget.
3. Additional Graphic Deliverables
 - a. Alternate planning directions and/or alternate solutions after the completion of the planning document;
 - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
4. Meetings and Site Visits
 - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
5. GIS DATA Assumptions
 - a. All data layers must be provided in the same projection/coordinate system, or require additional services to convert.
 - b. Our scope of work includes the use of GIS technology to provide a variety of analytical and representational tools to aid the planning process. The scope and fees offered by Design Workshop for projects are based upon the assumption that we can obtain GIS base data from you directly, or that you (with our assistance) can ensure delivery of the base information from other entities or individuals. In order to work within our base fee, the data must meet the following conditions:
 - c. GIS data are complete and usable as-delivered, without need for additions, modifications, corrections, adjustments, etc. The information should be reviewed by the client in advance of providing to Design Workshop to assure that parcel polygons, names, and any attributes associated with the data are complete and accurate as-is. Design Workshop may add additional attributes as part of the inventory, but all attributes received as part of the supplied data must be ready to use as-is.
 - d. Revisions to GIS base data are often found to be necessary after the consultant has completed an analysis and gained stakeholder and public input. This could be the result of the GIS data being erroneous, not reflecting current conditions, lacking needed information in the attributes fields, or attributes needing to be re-characterized to suit the needs of the project. If changes and updates to the provided data requiring more than five hours of consultant time are desired, this will be the either: 1) the responsibility of the client at the mid-point of the existing conditions evaluation task, or 2) an additional service to be contracted with Design Workshop based on the magnitude of revisions and will not proceed until the Client has authorized the additional services and fees in writing.
 - e. The client and consultant will agree to a milestone date at which all GIS data will be considered "up-to-date" and sufficient for use in final drafts of deliverables. GIS layer additions, modifications and updated files or changes to analysis tasks will be considered an additional service beyond this point in time.
 - f. Provision of metadata for each GIS data file is necessary to ensure appropriate use of the files by the consultant team. At a minimum, the metadata must include the file

name, description/purpose, version, source/author, credits, contact information, date the data was created/modified, and table attributes descriptions. Refer to [http://resources/arcgis.com](http://resources.arcgis.com) for metadata standards.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner’s representative. At this time, the following generalized schedule is anticipated within a twelve month period:

Project Schedule

○ = Meetings

	2023				2024								
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
Phase 1: Project Kick Off													
Task 1.1 Project Initiation and Ongoing Project Management	○	○	○	○	○	○	○	○	○	○	○	○	○
Task 1.2 Community and Stakeholder Engagement Plan													
Task 1.3 Project Branding and Project Website	○	○											
Task 1.4 Prior Plans and Policy Review													
Task 1.5 Community Profile and Equity Mapping													
Task 1.6 Supporting Community Navigators													
Task 1.7 District Advisory Committee Meetings	○	○											
Task 1.7 NCPRD Board of Director Meetings													
Phase 2: Needs Assessment and System-wide Analysis													
Task 2.1 Inventory Mapping and Park Classifications													
Task 2.2 Walkshed Analysis and Trails Gaps													
Task 2.3 Level of Service Calculations													
Task 2.4 Comparable Community Benchmarking, Recreation Trends and Benefits Research													
Task 2.5 Condition & Quality Assessment													
Task 2.6 Recreation Program Analysis													
Task 2.7 Management and Operations Assessment													
Task 2.8 Engagement W1: Focus Groups													
Task 2.9 Engagement W1: Statistically Valid Community Survey													
Task 2.10 Engagement W1: Pop-up Event Materials													
Task 2.11 Engagement W1: Youth Engagement Materials													
Phase 3: Plan Development													
Task 3.1 Vision and Plan Goals													
Task 3.2 Framework Plan Diagram													
Task 3.3 Recommended Project & Strategies Matrix													
Task 3.4 CIP Projects Estimate of Probable Cost													
Task 3.5 Funding Strategies													
Task 3.6 Performance Metrics													
Task 3.7 Engagement W2: Community Meetings and Outreach													
Phase 4: Plan Creation and Sharing													
Task 4.1 Document Production Plan and Schedule													
Task 4.2 75% Plan Draft													
Task 4.3 90% Plan Draft													
Task 4.4 Final Plan Documentation													
Task 4.5 Engagement W3: Sharing the Plan													

Fees and Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be as follow:

Phase	Phase Name	Fee
Phase 1	Project Kickoff and Management	\$69,840
Phase 2	Needs Assessment and System-wide Analysis	\$150,055
Phase 3	Plan Development	\$80,842
Phase 4	Plan Creation and Sharing	\$34,625
Total Labor Fees		\$335,362
Estimated Reimbursable Expenses		\$22,666
Total Fees		\$358,028

Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to consultant travel (anticipating 3 trips with up to 3 consultant staff), printing, other public engagement materials purchase, social pinpoint interactive website subscription for 1 year, industry data purchases, and potential for language translation services and/or additional communication support and shall be billed at Design Workshop's cost.

The total contract fees and expenses is **\$358,028**

Hours Per Phase

The following is the anticipated hours per key staff per phase of work. Note that additional administrative and support staff will be involved with additional hours to contribute to this effort.

Staff	Hourly Rate	Phase 1	Phase 2	Phase 3	Phase 4
Anna	\$225	86	65	77	42
Callie	\$175	128	146	123	81
Jennifer	\$110	94	274	182	100
Nino	\$175	74	0	0	0
Desiree	\$275	12	82	28	0
Tim	\$315	8	50	10	0
Erin	\$200	-	142	0	0
CIP Estimator	\$150 average			60	



**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
PERSONAL SERVICES CONTRACT
Contract #8284**

This Personal Services Contract (this “Contract”) is entered into between **Design Workshop, LLC** (“Contractor”), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **July 1, 2025**. This Contract may be renewed for two (2) additional one -year terms upon the execution of a written amendment by parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: consulting services to develop a parks and recreation system plan. (“Work”), further described in RFP 2023-08, attached and incorporated herein as “**Exhibit A.**” Work will be performed in four phases, as described in Exhibit A. Contractor’s performance of phases 3 and 4 of the Work is contingent upon District, in its sole discretion, providing written authorization for Contractor to proceed.
- 3. Consideration.** District agrees to pay Contractor, from available and authorized funds, the sum of **\$233,145.00** for phases 1 and 2 of the Work, **\$124,883.00** for phases 3 and 4 of the Work, for a total sum not to exceed **three hundred fifty-eight thousand and twenty-eight dollars (\$358,028.00)**. Because performance of phases 3 and 4 of the Work is contingent upon District providing written authorization to proceed, nothing herein shall be construed as a promise by District to pay the full \$358,028.00 authorized herein.

Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

- 4. Invoices and Payments.** This is a lump sum contract and Contractor will submit monthly invoices as a percentage of work completed for each phase of the work. Invoices will be sent digitally from Design Workshop by the 10th of each month to the email specified in this contract. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each phase and will describe the completed portion of the services. Invoices shall include the total amount billed to date by Contractor prior to the current invoice and the total balance remaining. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client’s request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: finance@ncprd.com.

5. **Travel and Other Expense.** Authorized: Yes No
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. **Contractor and District Contacts.**

Contractor	District
Administrator: Anna Laybourn Phone: 970-399-1408 Email: alaybourn@designworkshop.com	Administrator: Dominic Cortinas Phone: 503-742-4348 Email: dcortinas@ncprd.com

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of

Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their 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, to the extent caused by the Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
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<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
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<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (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.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** . This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District copies of all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, copies of all documents, research, objects or other tangible things needed to complete the Work

- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor 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 Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in

the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Design Workshop, LLC

North Clackamas Parks and Recreation District

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

1651099-93
Oregon Business Registry #

Approved as to Form:

DLLC/OR
Entity Type / State of Formation

County Counsel

Date

EXHIBIT A SCOPE OF WORK

North Clackamas Parks and Recreation District Parks and Recreation System Plan Design Workshop | November 27, 2023 Exhibit A Scope of Services Agreement

North Clackamas Parks and Recreation District Parks and Recreation System Plan
Design Workshop | November 27, 2023

Exhibit A Scope of Services Agreement

Project Approach to Scope

The consultant scope of services is described below for the creation of North Clackamas Parks and Recreation District Parks and Recreation Plan. To be fiscally responsive, the Design Workshop team looks forward to project commencement with NCPRD to identify opportunities for staff and partner agencies resources to be best leveraged during the process. Work to be performed will be in collaboration with NDCPRD staff and stakeholders. Our team is flexible in considering a menu of services and teaming options that expand upon the scope outlined in the RFP.

Design workshop has included **three in-person visits** in the scope of work that will be timed according to in-person vs. virtual engagement preferences and schedules.

Scope Phases 1 and 2 are authorized by the County Board independently of Phases 3 and 4. This milestone provides opportunity at a later date for the County Board to determine the path to choose in representing the City of Milwaukie in the plan. The scope of work as currently written anticipates distinction between the City of Milwaukie compared to the District as a whole for the community statistically valid survey (Task 2.9) and the community profile data (Task 1.5) while all other components of the plan development address these geographies collectively.

Two optional approaches for future consideration of Phases 3 and 4 are outlined on page 9.

Phase 1: Project Kickoff & Management

The plan analysis tasks will focus on celebrating the social, health, and ecological benefits that parks, recreation, trails, and open space offer and evaluate how to strategically make those benefits equitable.

Task 1.1 Project Initiation and Ongoing Project Management

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key District staff to review the project work plan and data availability. This first meeting will lay the foundation for a clear process and will clarify roles, approach, project goals, and community engagement opportunities. Together we will define **a project mission statement and guiding principles** to effectively launch this phase of the project. Items to be covered during the SKO Workshop include:

- Discuss accomplishments of the current Plan and any sections that remain relevant
- Define **roles, responsibilities, and communication procedures**
- Confirm a **detailed project schedule** and **document review process**
- Identify any topics for additional research and evaluation
- Establish **measurable project goals and desired outcomes**

Every phase will involve project management from Design Workshop's Principal-in-Charge and the Project Manager. To facilitate efficient communication, we are anticipating virtual progress meetings timed with key dates with the NCPRD Project Manager. Design Workshop will maintain the project schedule, including tracking of key milestones and engagement activities.

Deliverables:

- Two-hour facilitated SKO workshop with District Project Management Team
- Detailed project work plan and schedule
- Project Management Plan (PMP) including communication protocols and tools
- Recurring calls with NCPRD Project Manager (26 1-hour meetings included), including meeting agendas, notes with action items
- Writing style guide and quality assurance checklists
- Monthly report indicating percentage complete by task with monthly invoice

Task 1.2 Community and Stakeholder Engagement Plan

Our outreach with the community will be centered upon listening to needs, big ideas, and constraints, as well as identifying destinations, known gaps in parks and recreation network and areas in which people face barriers to access or inclusion. Our Engagement is typically planned in “windows,” providing an interactive process for sharing materials with the community and supporting them in responding from an informed point of view. Engagement strategies and methods will be tailored for reaching traditionally underrepresented populations (youth, low-income households, people with disabilities, and communities of color). All materials will be united graphically using branding and established messaging protocols.

The Design Workshop team will develop a Community Engagement Plan that includes detailed guidance on public outreach, identifies engagement tools and methods to utilize throughout the process. The Community Engagement Plan will be crafted using the IAP2 Spectrum of Public Participation. A stakeholder matrix template will be created utilizing the IAP2 spectrum. Completing the matrix throughout the project, we will work with District staff to categorize the groups and individuals that will be identified as key stakeholders that should be engaged in the process. We anticipate this group will include business leaders, local non-profits, public service providers, youth-focused organizations, etc. Discussion of these stakeholders will begin with the Strategic Kickoff, which will identify the optimum role for these groups within the project. Ultimately, we will work with staff to finalize the Community Engagement Plan document that includes identification of the stakeholders, contact information, engagement timelines, scheduled meeting dates and lead times, information distribution methods, and responsibilities of NCPRD staff and the consultant team.

Deliverables:

- Community Engagement Plan, draft and final formats provided in MS Word and PDF formats
- Stakeholder analysis matrix template, provided in MS Excel format

Task 1.3 Project Branding and Project Website

A graphic template and branding style will be developed along with document layout, production formats, fonts, logos, graphic colors, to be used for the project engagement activities and content development. This helps set the tone for conveying the visionary, big ideas of the plan and unify the look and feel of deliverables to facilitate the synthesis and distillation of interim deliverables into a draft and final plan document.

Project websites are an important tool for facilitating public engagement. They provide an easily updatable platform that serves as a centralized resource for sharing updated information throughout the life of the project. It is assumed this will be a fairly simplistic project website, with up to three pages maximum to convey project information.

We will work with the District to create content for a web presence for the project. Design Workshop will create the website and host and, working with NCPRD, make updates of content to the project website. Design Workshop will provide narrative including background information, links to online surveys, capability for sign up for project updates and provide input, and updated content to various elements of the plan as it progresses. DW will provide all relevant project deliverables formatted to be publicly available and uploaded to the project website-

Design Workshop will utilize automatic language programs similar to NCPRD to provide the website content translated from English into Spanish, Vietnamese, and Russian.

Deliverables:

- Initial meeting to discuss client brand preferences and process

- Brand concept development rounds 1 and 2
- Branding package, including logo in 3 sizes and PowerPoint template, with one round of edits
- Plan document graphic template
- Project website development and hosting, which includes narrative text, collected photos/graphics, domain & hosting setup (1 year), website design, website production, testing, analytics setup
- Project website content, analytics findings, and content updates, delivered at 4 project milestones.

Task 1.4 Prior Plans and Policy Review

To inform our understanding of current guiding principles that relate to recreation, we will review existing recreation and related plans developed by the NCPRD and other partnering agencies and providers. The documents will be reviewed and summarized with an eye on goals, policies, guidelines, recommendations, and projects. A matrix will be developed to cross-coordinate goals, projects, and funding strategies from the different plans to show areas of alignment and focus. The Design Workshop team anticipates conducting a summary review of up to 6 reports, plans, and approved documents.

Deliverables

- Existing plan summary and policy matrix (review up to 6 documents)

Task 1.5 Community Profile and Equity Mapping

Design Workshop will also provide a community profile of the NCPRD area using Census Data, District-provided data collected through recent and ongoing planning efforts, ESRI Business Analyst, and regional data sources as available. The community profile will include the whole of NCPRD, but also break down the data into the NCPRD area without Milwaukie and incorporated Milwaukie for comparison (1 full area with two subarea components). The community profile will provide a baseline of understanding for existing conditions covering the following topics: demographic, socioeconomic, community character, impact of tourism, and areas of high public health risk due to environmental or socioeconomic factors.

This mapping exercise will provide an important baseline understanding of areas with higher social, economic, and health vulnerabilities (areas of equity priority) that should be considered with future efforts of identifying recreational opportunities as well as identify potential environmental threats.

Deliverables

- Existing demographic conditions summary memo including maps, tables, and narrative
- Equity variables maps and source data list
- Equity Priority Zone composite map

Task 1.6 Supporting Community Navigators

As the culture of the NCPRD district varies from neighborhood to neighborhood, so will the way that we engage with residents. We will work with NCPRD to formulate a group of 10-20 targeted Community Navigators who represent the myriad of demographics within the project area. The only requirement is that they be a community member in the project area and will commit to supporting engagement efforts. This could include providing perspectives on park conditions through Quality Assessments, hosting one to two small group gatherings (with or without facilitation by the project team, depending on preference) in a topic that they demonstrate comfort in addressing, hosting pop-up events, promoting the project through giving presentations to various boards and commissions, or distributing advertisement or engagement materials throughout the planning area.

By directly incorporating Community Navigators in the process without the presence of “the government” and “planning consultants” (i.e., the planning team) we can gain access to dialogue that is more honest and real. We will specifically seek out Community Navigators who can help reach demographics typically excluded from planning processes and help them make a plan to meet people where they are. We recommend paying these navigators for their time or provide desirable in-kind gifts for their contributions.

The District staff play a strong role in supporting the Community Navigators through recruiting, hiring, tracking their participation, and facilitating access to engagement materials and information. Design Workshop will support through providing an overall framework for the Community Navigators’ strategic

involvement (as defined in the Community Engagement Plan) and through providing training materials and information, including materials to be used for the Quality Assessments (see Task 2.5 below)

Deliverables

- Pop-up event or meeting facilitation instructional package and/or meeting, up to 2 times
- Community Navigators orientation and role description narrative

Task 1.7 District Advisory Committee (DAC) Meetings and Facilitation & NCPRD Board of Director Meetings

The District Advisory Committee (DAC) will help guide the process and provide opportunities for review and discussion of plan contents at critical milestones. DAC meetings would be facilitated by Design Workshop with support from District staff.

We anticipate preparing briefing presentations at critical project milestones to the NCPRD Board of Directors and also engage them in gauging their interests and objectives. The NCPRD Board will be engaged concurrently and be responsible for plan adoption.

Anticipated briefings/meeting topics are as follows:

1. Project Kick Off: Defining Goals and Vision
2. Review Community Engagement Strategy
3. Analysis Findings Review and Discussion
4. Plan Vision and Goals: Evaluating Concepts and Developing Recommendations
5. Prioritizing Projects for Implementation Workshop
6. Final Plan Review
7. Final Plan Adoption

Meetings will be hosted virtually unless they coincide with the three planned project trips. Meetings are assumed to be no longer than 1.5 hours each.

Deliverables:

- Six (6) District Advisory Committee Meeting presentations, agendas, attendance, and summary notes
- Four (4) NCPRD Board of Director meeting presentations and attendance
- *Additional meetings can be provided per hourly rates plus travel expenses (estimated at \$1,500). Each meeting includes the above deliverables.*
- *Additional one-on-one meetings with leadership can be provided based on hourly rates (estimated at \$400) excluding travel. This includes an agenda and meeting summary.*

Phase 2: Needs Assessment and System-Wide Analysis

Task 2.1 Inventory Mapping and Parks Classifications

We will collect inventory and map NCPRD's parks, trails, trail heads, facilities, centers, and open spaces. In addition, other contributors to parks and recreation such as school properties, state and federal public lands, HOA parks, the 2004 System Plan, Clackamas County TSP, Metro RTP, and others will be utilized from available GIS sources.

Parks Classification definitions will define distinct characteristics, service area, and types of parks, open space, and recreation facilities that exist within NCPRD and to use as a guide for staff categorization.

Deliverables

- Inventory analysis organized by property with acreage and amenities (pdf format document)
- Geographically referenced existing and proposed parks, trails, natural areas inventory base mapping (map and GIS shapefile)

Task 2.2 Walkshed Analysis and Trails Gaps

The team will study the spatial distribution and service area analysis based on travel routes and travel barriers. This may include incorporating any available ADA access barriers data.

Residential address points will be used to evaluate service area coverage. Park entrances will be mapped for parks larger than four acres in size. This analysis will be utilized to identify gaps in the locations of existing and planned parks to serve the population.

Our team will incorporate research and analysis of system-wide District trails needs, identify connectivity gaps between parks, trails, natural areas, and facilities, and integrate a system-wide District trails vision and framework that will set the stage for an upcoming and more detailed Trails System Plan.

Deliverables

- Park spatial distribution and service areas mapping of coverage and gaps
- Trails distribution and connectivity gap map

Task 2.3: Level of Service Calculations

The DW team will calculate LOS measurements by park type, amenity types, geographic service areas, identify gaps, and work with the district to develop LOS goals. The park type classifications will be used to develop a park acreage per population ratio and relate to population growth projections to anticipate needed park space by type.

Deliverables:

- Draft Level of Service methods recommendations memo
- Level of Service draft baseline and potential goals evaluation memo

Task 2.4 Recreation Trends, Benchmarking, and Benefits Research

We will conduct a recreation trends analysis, bringing together our industry knowledge from our experience working nationally and in many comparable markets, participation trends from applicable professional associations such as National Recreation and Park Association (NRPA), State of Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP), and Esri recreation spending reports for the District. In addition, we will incorporate relevant survey data collected by local organizations specifying recreation preferences.

In addition, benchmarking will be captured by comparing available data from NRPA, Trust for Public Lands (TPL), and Oregon Recreation and Park Association (ORPA) regarding trends and relevant averages for an understanding of level of service, amenities, and walking distance common from other parks and recreation systems.

This trends analysis will be compared to the list of programming providers (as populated by NCPRD with support from DW) to understand if there are any gaps that should be supported by NCPRD as well as lay the groundwork for a facilitated conversation to articulate the vision for the District's role.

Deliverables

- Recreation Trends Report memo with considerations for potential enhancements to programming/LOS

Task 2.5 Condition & Quality Assessment

DW will work with staff to develop a methodology and template for staff to inventory the condition of park spaces based on project goals. DW will then map the conditions, which can be overlaid with other mapping efforts such as Equity Zones or Quality Assessment data.

Separately, we will develop a workbook and survey for evaluating more qualitative aspects of park spaces, such as if they are inclusive in design and activated by programming and amenities. We suggest working with Community Navigators to conduct the assessments to provide a community member-based and non-technical perspective of how these spaces serve the community.

Deliverables:

- Park conditional rating template, map graphic, and geographic area based assessment
- Park quality workbook, map graphic, and geographic area based assessment
- One full day in-person site visit to evaluate parks space quality and/or train NCPRD staff and volunteers to conduct assessments.

Task 2.6 Recreation Program Analysis

ETM will request and review relevant documents from the District to help determine how the programs had performed in recent years, whether some are better received than others, if some programs would disproportionately demand more resources than others, if some facilities are beyond their current capacity, and any potential concerns that may arise.

Programs and associated fees will be compared against other local and regional offerings for both public and private entities to determine the District's competitiveness in the region.

ETM will request and review the following information as part of the analysis:

- Recreational programs offered and their associated fees
- Programming schedules/calendars and user counts if available
- Special events or activities or attraction that draw in large groups of visitors
- User fee rates and historical annual revenues
- Programs that may have been cancelled in the recent years
- Annual operating budgets and revenues

Deliverables

- Draft summary of findings
- Draft recommendations on potential programs, fees structure, and potential preliminary
- Changes

Task 2.7 Management and Operation Assessment

ETM will review and evaluate NCPRD's organizational structure and operations to determine if existing resources are appropriate for current and future operations and administrative considerations. As part of the review of current O+M practices, the ETM team will examine the following:

- Budgets
- Existing partnerships – both public and private
- Existing organizational structure, staffing levels, job titles/descriptions
- Current staffing information including outsources contracts and staff skills
- Programming schedules/ calendars/ list and any user counts
- User fee rates and historical annual revenues
- Maintenance standards/ routines
- Workforce profile and retirement eligibility

Deliverables

- Draft summary of O& M analysis
- Draft recommendations on potential organizational changes, recommended staffing levels, addressing service gaps

Task 2.8 Engagement Window 1: Focus Groups

To begin our Community Engagement, we propose a series of Focus Group discussions to understand from the key user groups and partners 'Where are we now?' and 'Where do we want to go?'. The DAC should be included in these discussions, as well as recreational program providers, community organizations and associations, the Chambers of Commerce, University leaders, representatives from State, Federal, and Tribal Lands, and other local citizen advocates.

The scope includes virtual or in-person facilitation of a total of eight (8) topically based meetings with an optimal size between 10-25 participants. Tools such as Mentimeter or Mural would be used to facilitate online sessions. Potential topics include youth recreation and programming, cultural heritage and significant attributes, events and activities support, outdoor recreation offerings, ecology and forestry, and urban agriculture. The information from Focus Groups will inform questions for larger community engagement.

Deliverables:

- Facilitated Focus Group Meetings, eight (8) topically based discussions each less than 1.5 hours in length, over the period of 2 consecutive days.
- Meeting agendas, draft invitation text, presentation and questions materials, meeting summary

Task 2.9 Engagement Window 1: Statistically Valid Community Survey

A needs assessment and community values identification are best completed through a robust quantitative community survey. The survey provides statistically relevant results and reaches populations that represent district demographics. The National Research Center (NRC) will lead the execution of the survey.

Creating the Questionnaire and Survey Materials

Design Workshop and Polco will work with District staff to develop a questionnaire that covers the objectives of the study. We recommend that the length of the questionnaire be the equivalent of 3 standard letter-size pages. A draft questionnaire will be provided for revision feedback. The survey will be coded to allow for cross tabular analysis of the District as a whole as well as the two component parts of the District: the City of Milwaukie and unincorporated area (non-Milwaukie).

Survey Outreach

In this scenario, we would mail two postcard invitations (an initial and a reminder) to 3,200 households. We would use statistically appropriate address sampling methodologies to garner community-wide representativeness and expect at least a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses). The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).

We would also encourage the District to promote the survey to as many residents as possible through communications described below. The shared invitation would include a URL to complete the survey on Polco online platform. We would be sure to track sampled vs open participation respondents through different URLs to ensure we could analyze responses separately.

We recommend District-staffed pop-up events to help advertise the survey, as well as following ways to publicize the online survey to help ensure that all residents have the opportunity to respond:

- Include survey link in monthly newsletter sent with utility bills
- Promote survey in the District's email list
- Survey to be promoted in the local newspapers
- Flyers to be posted on relevant city information boards (downtown, library, Senior centers, City Hall, etc.)
- Promoted on social media
- Work with the Chambers of Commerce to promote the survey to members
- Ask local civic, sports, and cultural organizations to share with their networks.

Deliverables:

- Statistically Valid Mailed Survey
- Open Participation Online Survey
- Analysis and summary of results with one round of revisions
- Materials for Pop Up Events help advertise public engagement opportunities. Up to 5 exhibits provided (District staffed)
- Materials will be translated into Spanish, Vietnamese, and Russian. Cost for translation services provided by Polco is \$2,800 per language (\$8,400 total). Typically, three to four languages (including English) can fit in the mailed invitation postcards and on the cover letters that accompany the survey packets.

Task 2.10 Engagement Window 1: Pop Up Events

Creating booths at events and key locations is an excellent way to promote online surveys, profile of the project, and engage diverse audiences that are unlikely to participate digitally. We recommend these be pop-up stations at a community park or pathways during popular events. Specific pop-up materials will be created to garner feedback about the trail system. Displays, opinion surveys, and project information will be created and provided to staff for these events to encourage participation. For project budget efficiency

we recommend District staff and Community Navigators host events, however our team would be happy to participate in-person if aligned with timing of other in-person engagement we are involved with, or if additional services are desired.

Deliverables:

- Pop-up event informational and engagement materials (4 exhibit boards, engagement activity/questionnaire)
- Pop-up event hosts training information & meeting

Task 2.11 Engagement Window 1: Youth Engagement Materials

The Design Workshop Team will prepare materials and presentations for classroom settings. District staff would partner with local schools and present information about the parks and recreation system, encouraging stewardship, interest, and the opportunity to integrate youth feedback into the Plan. We will also create materials for district-wide scavenger hunts to engage the youth in exploring different parks and providing their ideas and perspectives. District staff will summarize the youth input to be incorporated into the public input findings.

Deliverables:

- Community engagement materials tailored to youth perspectives (up to 3 exhibits)
- District scavenger hunt exhibit

Phases 3 and Phase 4 Approach (for separate Board consideration and authorization)

Upon completion of Phase 1 and Phase 2, as part of Task 1.7, the second NCPRD Board of Director Meeting will include selecting a project path forward in consideration of two options, with Option B requiring modification to the draft scope of work below:

- Option A: Develop a plan and implementation strategies for the entire District – this is consistent with the current scope of work below.
- Option B: Develop a plan and implementation strategies only for the unincorporated District area.

Phase 3: Plan Development

Task 3.1 Vision and Plan Goals

Using input received from community members through Engagement Window #1 to identify opportunities and challenges, the Project Team will create a draft Vision Statement and Plan Goals to express the organizational framework for the plan and topics for emphasis.

Deliverables

- Plan draft Vision Statement and Goals
- Plan document draft outline

Task 3.2 Framework Plan Diagram

A framework diagram will be created to build off the geographic area analyses and will identify physical locations to address gaps, needs, programming, assets, influences, and opportunities.

Deliverables

- Plan Framework Map Diagram

Task 3.3 Recommended Project & Strategies Matrix

Together with NCPRD we will identify specific projects and action items that are associated with project goals and objectives. The project list would be inclusive of necessary maintenance and upkeep for existing assets, as well as trail system needs. The matrix will include recommended funding strategies, planning-level cost estimates, and timelines and action steps for implementation. An implementation workshop will be held with DAC and stakeholders responsible for implementation to vet and elaborate on this action plan matrix.

Deliverables

- Recommended project list with planning-level cost estimates, timelines, and responsible parties.
- Facilitation of a two-hour online workshop with NCPRD staff and stakeholders responsible for implementation

Task 3.4 Draft CIP Projects and Cost Opinion

Design Workshop and NCPRD staff will identify projects desirable for this Plan to anticipate for the next five years of implementation. Design Workshop and NCPRD staff will coordinate in developing a scope of individual projects in terms of intended amenities, development phasing, and acquisition target areas. General quantities for hard costs will be developed by Design Workshop and team and soft cost assumptions (such as acquisitions, planning, development, maintenance and operations costs) will be provided by NCPRD with support from ETM.

The high-level cost opinion will be provided to a local cost estimation company familiar with the history of costs for parks and recreation amenities in the region. In coordination with Design Workshop and District staff, Conservation Technix will support the draft CIP planning by identifying in priority order and sequences the capital projects necessary to implement Plan recommendations. They will review existing and projected capital fund balances, and coordinate with District staff for a strategy and priorities for phased implementation. Conservation Technix will generate planning-level, order of magnitude cost projections for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development to serve as the project list for the SDC rate calculation. The development of planning-level cost opinions will be derived from relevant, regional projects of similar nature.

Deliverables

- Project identification and quantities for hard cost draft CIP projects spreadsheet
- High-level cost estimates for projects

Task 3.5 Funding Strategies

The ETM Team will review and analyze available capital and operation budget information, fee/pricing structure, and other financial data. We will provide an assessment on the annual operating spending and current sources of revenues, and the changes in their contribution during the past three to five (3-5) years to understand the trends, and whether some of those sources may be at risk. Potential revenue options will be explored and considered. This will be included in proposing recommendations for a 10-year financial strategy that identifies priority project funding sources.

Deliverables

- Draft summary of recommendations
- All work done until this point will be compiled into a standalone memo for final submission

Task 3.6 Performance Metrics

In addition to level of service goals, other indicators for performance related to the plan goals (such as community health data indicators, recreation and visitation numbers, tree coverage, community survey perceptions, and etc.) will be identified for the NCPRD team's evaluation of appropriate reporting methods.

- Draft recommended plan performance metrics memo

Task 3.7 Engagement Window 2: Community Meetings and Outreach

Community meetings are tailored to the project needs. They can include presentations with interactive exercises such as polling, preference surveys, and mapping activities, or a more open house style with exhibit boards where people can interact with boards, ask questions, and come and go as they wish. The objective of these meetings is to check in on the plan Vision and Plan Goals to ensure the plan is reflective of community need.

Deliverables:

- Workshop Materials and outreach strategies:
 - Meeting advertisements in four formats including press release text
 - Presentation

- Base maps, exhibits, and materials needed to provide and collect information at the workshop
- *Engagement Summary including data analysis and tables documenting responses*
- *Facilitation of an up to 2-hour public meeting (online or in-person) repeated for total of two (2) meetings.*
- *Social Pinpoint website platform setup for public comment collection on web-based maps and summary of input findings*

Phase 4: Plan Creation and Sharing

Task 4.1: Document Production Plan and Schedule

To manage the workflow and expectations of the final document, Design Workshop will prepare a plan outline and schedule for production and review of the 75% and 90% draft plans.

Deliverables:

- Draft plan document outline and graphic inclusion mock-up recommendations memo
- Plan document production schedule (weekly view) that identifies roles and responsibilities in excel

Task 4.2: 75% Plan Draft

The plan document will be easy to navigate and graphically rich with maps and images to explain the concepts. For the documentation of the main plan document we anticipate roughly a maximum of 75 pages in length for ease of reading, plus appendixes.

A 75% document will serve as a critical check-in with staff and external departments.

Deliverables

- 75% complete draft plan document with support charts, graphs, and maps
- Comment collection spreadsheet template

Task 4.3: 90% Plan Draft

Based on staff feedback, a 90% draft will be developed from here for public viewing and sharing with elected officials.

Deliverables:

- 90% complete draft plan document, including appendices
- Response to comments edit note table

Task 4.4 Final Plan Documentation

Comments received from the Boards and general public and other review agencies will be evaluated with staff to determine the alterations needed to finalize the draft plan. The final plan will be produced with comments incorporated.

Deliverables

- NCPRD Plan document, electronic copy in a format compatible with NCPRD's software.
- GIS Map packages of data created for this project plan

Task 4.5: Engagement Window 3: Sharing the Plan

The 90% draft plan will be provided to NCPRD's Boards and community. Based upon input received from the public review process, the plan will be refined and revised for adoption.

Deliverables:

- Draft plan presentation power point with speaking notes
- Exhibit boards (up to 3 boards sized "24x36") and handout

PROJECT CONDITIONS & EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will obtain approval from the client prior to commencing services that are out of scope.

1. Client/Client Rep. coordination may need extra time if Design Workshop is required to coordinate with multiple stakeholders or change in contacts.
2. Planning services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, client project leadership, program, or budget.
3. Additional Graphic Deliverables
 - a. Alternate planning directions and/or alternate solutions after the completion of the planning document;
 - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
4. Meetings and Site Visits
 - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
5. GIS DATA Assumptions
 - a. All data layers must be provided in the same projection/coordinate system, or require additional services to convert.
 - b. Our scope of work includes the use of GIS technology to provide a variety of analytical and representational tools to aid the planning process. The scope and fees offered by Design Workshop for projects are based upon the assumption that we can obtain GIS base data from you directly, or that you (with our assistance) can ensure delivery of the base information from other entities or individuals. In order to work within our base fee, the data must meet the following conditions:
 - c. GIS data are complete and usable as-delivered, without need for additions, modifications, corrections, adjustments, etc. The information should be reviewed by the client in advance of providing to Design Workshop to assure that parcel polygons, names, and any attributes associated with the data are complete and accurate as-is. Design Workshop may add additional attributes as part of the inventory, but all attributes received as part of the supplied data must be ready to use as-is.
 - d. Revisions to GIS base data are often found to be necessary after the consultant has completed an analysis and gained stakeholder and public input. This could be the result of the GIS data being erroneous, not reflecting current conditions, lacking needed information in the attributes fields, or attributes needing to be re-characterized to suit the needs of the project. If changes and updates to the provided data requiring more than five hours of consultant time are desired, this will be the either: 1) the responsibility of the client at the mid-point of the existing conditions evaluation task, or 2) an additional service to be contracted with Design Workshop based on the magnitude of revisions and will not proceed until the Client has authorized the additional services and fees in writing.
 - e. The client and consultant will agree to a milestone date at which all GIS data will be considered "up-to-date" and sufficient for use in final drafts of deliverables. GIS layer additions, modifications and updated files or changes to analysis tasks will be considered an additional service beyond this point in time.
 - f. Provision of metadata for each GIS data file is necessary to ensure appropriate use of the files by the consultant team. At a minimum, the metadata must include the file name, description/purpose, version, source/author, credits, contact information, date the data was created/modified, and table attributes descriptions. Refer to <http://resources/arcgis.com> for metadata standards.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner’s representative. At this time, the following generalized schedule is anticipated within a fifteen month period:

Project Schedule

	2024												2025		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Phase 1: Project Kick Off															
Task 1.1 Project Initiation and Ongoing Project Management	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Task 1.2 Community and Stakeholder Engagement Plan															
Task 1.3 Project Branding and Project Website		○	○												
Task 1.4 Prior Plans and Policy Review															
Task 1.5 Community Profile and Equity Mapping															
Task 1.6 Supporting Community Navigators			○		○										
Task 1.7 District Advisory Committee Meetings		○	○		○		○			○			○		
Task 1.7 NCPRD Board of Director Meetings			○					*					○	○	
Phase 2: Needs Assessment and System-wide Analysis															
Task 2.1 Inventory Mapping and Park Classifications															
Task 2.2 Walkshed Analysis and Trails Gaps															
Task 2.3 Level of Service Calculations															
Task 2.4 Comparable Community Benchmarking, Recreation Trends and Benefits Research															
Task 2.5 Condition & Quality Assessment						○									
Task 2.6 Recreation Program Analysis															
Task 2.7 Management and Operations Assessment															
Task 2.8 Engagement W1: Focus Groups		○													
Task 2.9 Engagement W1: Statistically Valid Community Survey															
Task 2.10 Engagement W1: Pop-up Event Materials															
Task 2.11 Engagement W1: Youth Engagement Materials															
Phase 3: Plan Development															
Task 3.1 Vision and Plan Goals															
Task 3.2 Framework Plan Diagram															
Task 3.3 Recommended Project & Strategies Matrix															
Task 3.4 CIP Projects Estimate of Probable Cost															
Task 3.5 Funding Strategies															
Task 3.6 Performance Metrics															
Task 3.7 Engagement W2: Community Meetings and Outreach															
Phase 4: Plan Creation and Sharing															
Task 4.1 Document Production Plan and Schedule															
Task 4.2 75% Plan Draft															
Task 4.3 90% Plan Draft															
Task 4.4 Final Plan Documentation															
Task 4.5 Engagement W3: Sharing the Plan															

Legend

○ = Meetings

* = Note Milestone Meeting for NCPRD Board Consideration of Phase 3 and Phase 4 Scope Modification Option and Contract Authorization.

Fees and Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be as follow:

Phase	Phase Name	Fee
Phase 1	Project Kickoff and Management	\$69,840
Phase 2	Needs Assessment and System-wide Analysis	\$150,055
Phase 1 & 2 Total Labor Fees		\$219,895
Phase 1 & 2 Estimated Reimbursable Expenses (2 trips, language translation, etc.)		\$13,250
Total Fees Phase 1 & 2		\$233,145

Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to consultant travel (anticipating 3 trips total throughout the project with up to 3 consultant staff), printing, other public engagement materials purchase, social pinpoint interactive website subscription for 1 year, industry data purchases, and potential for language translation services and/or additional communication support and shall be billed at Design Workshop's cost.

The total contract fees and expenses for Phase 1 & 2 are **\$233,145**.

Phase 3 and 4 For Consideration:

OPTION A (Full NCPRD District Area)		
Phase	Phase Name	Fee
Phase 3	Plan Development	\$80,842
Phase 4	Plan Creation and Sharing	\$34,625
Anticipated Total Labor Fees		\$115,467
Phase 3 & Phase 4 Estimated Reimbursable Expenses		\$9,416
Anticipated Total Fees Phase 3 & 4		\$124,883

OPTION B (unincorporated County only)		
Phase	Phase Name	Fee
Phase 3	Plan Development	\$79,020
Phase 4	Plan Creation and Sharing	\$34,825
Anticipated Total Labor Fees		\$112,845
Phase 3 & Phase 4 Estimated Reimbursable Expenses		\$8,900
Anticipated Total Fees Phase 3 & 4		\$121,745

Hours Per Phase

The following is the anticipated hours per key staff per phase of work. Note that additional administrative and support staff will be involved with additional hours to contribute that are not included in this table.

Staff	Hourly Rate	Phase 1	Phase 2	Phase 3	Phase 4
Anna	\$225	86	65	77	42
Xiaojian	\$175	128	146	123	81
Jennifer	\$110	94	274	182	100
Nino	\$175	74			
Desiree	\$275	12	82	28	
Tim	\$315	8	50	10	
Erin	\$200		142		
CIP Estimator	\$150 average			60	