



September 7, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of an Intergovernmental Agreement between Metro and North Clackamas Parks and Recreation District for the use of \$1,200,000 in Local Share Bond funding for improvements to the Concord Property community park and playground. No County General Funds are involved.

Previous Board Action/Review	February 2, 2023 – Business meeting Agenda Item: 20230202 IV.A. January 31, 2022 – Briefed at Issues January 14, 2021 - Business Meeting, Consent Agenda A.1. Approval of Concord and Gladstone Master Plan Reports and Approval of staff to work with the community and consultants to compete design and engineering for the Concord Property and Gladstone Library.		
Performance Clackamas	<ul style="list-style-type: none"> • Build public trust through good government • Honor, utilize, promote and invest in our natural resources • Ensure, safe, healthy and secure communities 		
Counsel Review	JM 08/18/2023	Procurement Review	No
Contact Person	Alex Gilbertson	Contact Phone	(971) 430-0388

EXECUTIVE SUMMARY:

Background

Thanks to the region’s voters, Metro was successful in passing the Parks and Nature bond measure for \$475 million. This bond measure is comprised of six funded programs. Metro intends to distribute \$92 million in bond funds as the “local share” funding to park providers for land acquisition and eligible capital projects. The local share program gave NCPRD access to \$4,508,386 for projects that meet Metro’s funding criteria: connecting people to nature close to home, protecting clean water and restoring fish and wildlife habitat, addressing racial equity and making the region more resilient to climate change.

Process to obtain local share funding

At the February 2, 2023 Business Meeting, the Board of Directors approved a Board Order recommending to Metro Regional Government that the Concord Property community park be the first NCPRD project to use Metro local share bond funding. Following this Board approval NCPRD prepared and submitted the application to Metro. The application package describes how the Concord Property Community Park, specifically for some aspects of the play area, and a picnic shelter and restroom pavilion, meets bond community engagement, racial equity and climate resilience criteria as well as meets program criteria and eligibility guidelines. On June 15, 2023, staff received an approval letter from Metro stating that the project was approved in the amount requested for \$1,200,000 in local share funding. Staff worked with Metro to both confirm the cost of improvements that are eligible for local share funds and prepared and

finalized the IGA for the approved project. The standard IGA, which was pre-approved by Metro Council in 2021, formalizes the commitment to implement the project and stipulates the conditions under which bond funds will be released to NCPRD. Upon approval of the IGA by the NCPRD Board of Directors, Metro will countersign the IGA.

Determining future eligible local share projects for NCPRD

Applying local share funds to Concord Community Park will use only a portion of the \$4,508,386 total allocation. The exact amount of local share funds for the Concord Property Community Park is \$1,200,000. The bulk of the remaining local share funding will need to be determined. Below is an outline of the process we are planning to follow to identify the remaining eligible projects (which is acceptable to Metro).

Staff will spend funds based on the NCPRD community-driven priorities as well as the Metro bond criteria, in addition to launching a meaningful community engagement process that aligns with the System Plan engagement process. This will provide staff the space and time to meaningfully engage with people of color, Indigenous people, people with low incomes, people with varying abilities, and other historically marginalized groups. This engagement will help NCPRD staff understand what types of eligible projects best meet the communities' priorities and needs. Identifying communities' needs and values is critical to help inform and shape the future eligible projects.

This engagement work is anticipated to begin in September 2023. When community needs are identified, staff will develop the potential eligible project list and coordinate with Metro to review for criteria alignment. NCPRD anticipates that in the spring of 2024, the DAC will review the eligible project list and recommend a final project list that staff will bring to the Board for approval. This schedule allows staff to work with Metro in the summer of 2024 to create an amendment to the IGA in order to add the approved project or project package.

RECOMMENDATION:

Staff recommends that the NCPRD Board of Directors, approve the Intergovernmental Agreement with Metro for the use of \$1,200,000 of Metro Local Share bond funding at the Concord Property Community Park and Playground.

Respectfully submitted,



Michael Bork
NCPRD Director

Metro Contract No. XXXXXX

INTERGOVERNMENTAL AGREEMENT
Metro – North Clackamas Parks and Recreation District

This Intergovernmental Agreement (this "Agreement") dated effective as of the last day of signature set forth below (the "Effective Date"), is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro"), and North Clackamas Parks and Recreation District ("Park Provider") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The Handbook also provides a process for Metro to distribute bond funds to park providers consistent with the Measure guidelines. Metro may amend the Handbook with reasonable notice to, and feedback from, park providers.

Park Provider is a local government jurisdiction designated to receive \$ 4,508,386 of Allocated Bond Funds. In accordance with the Handbook, Park Provider has completed the Handbook's submittal process, including formal identification of a project or projects. Metro has determined that Park Provider may use Local Share Bond Funds to pay for project-related costs pursuant to this Agreement.

In Metro Resolution No. 21-5201, the Metro Council adopted a form of this Agreement, and authorized the COO to execute all agreements and amendments with park providers. The Parties now desire to enter into this Agreement to provide the terms and conditions under which Metro will provide a portion of the Allocated Bond Funds to Park Provider. Capitalized terms are defined within each section or in Section 27.

AGREEMENT

1. Identified Local Share Projects

1.1 Project List. Park Provider has identified a project or projects on which to spend a portion of Park Provider's Allocated Bond Funds. The Project List, attached as Attachment A to this Agreement, describes the projects. Park Provider's governing body has approved the projects on the Project List and Metro has determined during the Submittal Process that the projects meet the program requirements set forth in the Handbook and the Measure.

1.2 Addition of a Project. The Parties expect Park Provider may identify new projects to add to the Project List after the Effective Date of this Agreement. Park Provider may add projects to the Project List only if Park Provider's governing body has approved the projects and Metro has determined, during the Submittal Process, that the projects meet the program requirements set forth in the Handbook and the Measure. The Parties must amend this Agreement to add to the Project List before Metro will fund any additional projects identified after the Effective Date of this Agreement.

1.3 Removal of a Project. Park Provider may remove a project from the Project List by providing written notice informing Metro of Park Provider's determination that the project has become degraded, cost prohibitive, or otherwise unfeasible, is no longer in the best interest of the Park Provider, can be accomplished for less funds than estimated, or can be funded through other sources. Park Provider may then transfer the Allocated Bond Funds from the removed project to an existing project or a new project approved in accordance with Section 1.2 above.

2. Limitations of Funding

2.1 Payment and Use of Allocated Bond Funds. Metro will provide the Allocated Bond Funds to Park Provider on a project-by-project basis. The total amount of Allocated Bond Funds Metro provides may not exceed the project cost for a particular project. Metro has no obligation under this Agreement

other than for the payment of Allocated Bond Funds on a project-by-project basis, as described in Attachment B to this Agreement. Park Provider will use the Allocated Bond Funds it receives only for the purposes specified in this Agreement.

2.2 Local Funds and Leverage. Park Provider may not use Allocated Bond Funds to replace local funds on projects. When possible, Park Provider should use Allocated Bond Funds to leverage other sources of revenue.

2.3 Capital Costs. The Local Share Bond Funds are tax-exempt general obligation bond proceeds and may be used only to pay for expenditures that are Capital Costs. As required by law, and based on Park Provider's own financial and accounting policies, Park Provider must spend all Allocated Bond Funds disbursed by Metro only on Capital Costs. Park Provider may not use Allocated Bond Funds for any Capital Costs incurred before April 30, 2020.

2.4 Capped Project Costs. Park Provider may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on a project-by-project basis and each Park Provider will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap. For example, if the total cost of a project is \$100,000 but the Project Cost is \$50,000, the amount of eligible Capped Project Costs for that project is \$5,000.

3. Real Property Acquisitions Requirements

3.1 General. To be eligible for funding under this Agreement, projects that involve the acquisition of real property interests are Acquisition Projects and must comply with the following requirements:

- A. Park Provider must hold title to the property in Park Provider's name;
- B. Park Provider must acquire the property interest from willing sellers and Park Provider may not exercise any powers of eminent domain;
- C. Park Provider must obtain an MAI appraisal (subject to no extraordinary assumptions) of the property in compliance with USPAP standards, and federal and ODOT right-of-way acquisition standards, if necessary, to confirm that the price paid by Park Provider does not substantially exceed

the appraised fair market value; and

D. Park Provider must perform commercially reasonable due diligence, including, but not limited to, title reviews and environmental site assessments, to confirm there are no encumbrances, conditions or other issues that would materially restrict Park Provider's use of the property for a Bond Required Use.

3.2 Acquisition Project Payment Requests. Park Provider will request payment of funds for all Acquisition Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

3.3 Post-Acquisition Limitations on Sale and Use. Park Provider must maintain all real property and improvements acquired by Park Provider with Allocated Bond Funds for one or more of the Bond Required Uses. Park Provider may not sell or otherwise authorize the use of such property other than as a Bond Required Use unless Park Provider complies with all of the Post-Acquisition Restrictions set forth on Attachment C.

4. Capital Construction Projects: Requirements

4.1 General. All Construction Projects must be an improvement to real property owned by a State or local government as required by 26 CFR § 1.103-1.

4.2 Construction Project Payment Requests. Park Provider will request payment of funds for all Construction Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

4.3 Equity In Contracting, Workforce Diversity, Construction Pathway Careers Requirements. For all Construction Projects, Park Provider will comply with the Equity in Contracting, Workforce Diversity, and Construction Career Pathways Requirements for grants identified by Metro, as described in Attachment D.

4.4 Post-Construction Limitations on Sale and Use. Park Provider may not sell or otherwise authorize use of buildings or improvements funded pursuant to this Agreement unless the sale or use complies with all of the Post-Construction Restrictions set forth in Attachment C.

4.5 Notice of Material Changes. Park Provider will notify Metro of any events during construction that materially affect the Construction Project, including, without limitation (1) extensions to the Project schedule of more than 60 days, (2) increases to the total Project Cost of more than 10%, (3) any notices of default issued by Park Provider or other project lenders, or (4) any potential or current problems or challenges that could pose a risk to the Construction Project. Park Provider will provide Metro with any additional information Metro reasonably requests related to such events.

4.6 Third Party Indemnification. If Park Provider obtains an indemnification agreement from any third-party developer or general contractor for a project, Park Provider will contractually require such party to indemnify Metro to the same extent as the party indemnifies Park Provider.

5. Funding Recognition

5.1 Overall Funding Recognition Requirements. At least once during the Term of the Agreement, Park Provider will hold a public meeting with members of Park Provider's governing body, at which Park Provider will recognize Park Provider's partnership with Metro to complete Park Provider's projects. Park Provider will provide the Local Share Program Manager with written notice of such public meeting at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

5.2 Individual Project Funding Recognition Requirements.

A. Park Provider will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official representing the district in which the project is located, if such opportunities are provided to Park Provider or other public officials.

B. Park Provider will recognize Metro and the Measure in any publications, media presentations, or other presentations relating to or describing projects receiving Allocated Bond Funds. Such project recognition will be included on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

C. At or before completion of any project, Park Provider will install signage at the project site in prominent and highly visible locations near each primary public access point or viewing access area and not located in a manner that would have a detrimental impact on any natural area view shed. The signage will acknowledge Metro's funding of the project and any other partners that have provided funding. Signage will (1) be a standard, free-standing sign provided by Metro, which Metro will make available to Park Provider upon request at no cost to Park Provider, or (2) include Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Measure for the project being recognized, in relation to other agencies recognized on such signage. Metro's logo and script should not be larger than the logo and script of Park Provider. Metro will make its graphics available upon request at no charge to Park Provider.

D. When Park Provider opens the project to the public, Park Provider will plan and hold at least one community/media event to publicize the project and its relationship to the Measure. Park Provider will provide the Local Share Program Manager with written notice of such event at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

6. Reporting Requirements

6.1 Regular Reporting Requirements. Metro distribution of Allocated Bond Funds is conditioned on Park Provider's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff to staff conferences as needed, an annual financial report, and an annual outcomes and impact report as described in Section 6.1(C) below. Metro may revise any report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

A. Staff-to-Staff Conferences. Park Provider and Metro staff will confer as needed and at least every 6 months by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.

A. Biannual Progress Reports. By June 30 and December 31 of each fiscal year during the Term, Park Provider will provide brief updates in writing describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion. Progress Reports are an opportunity for Park Provider to summarize progress, identify

successes and challenges of each project, and show that Park Provider has met the Measure goals and principles.

6.2 Annual Financial Report. On or before July 31 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Park Provider for a project, Park Provider will prepare a financial report using a template provided by Metro. The Annual Financial Report will contain (A) an itemized list of Park Provider's expenditure of Allocated Bond Funds through the end of the applicable fiscal year and the prior fiscal year, (B) a certification from Park Provider to Metro that the Allocated Bond Funds were used only to pay for Capital Costs and the Capped Project Costs do not exceed the 10% cap described in Section 2.3, and (C) such other financial items related to this Agreement Metro requests in writing with reasonable notice to Park Provider. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

6.3 Annual Outcomes and Impacts Report. On or before July 31 of each year during the term, Park Provider will prepare a report describing outcomes and impacts using a template provided by Metro. The Annual Outcomes and Impacts Report will (A) describe each project's compliance with the Program Requirements, (B) track outcomes that have been emphasized in the Program Requirements, and (C) demonstrate the impact of investments from the Allocated Bond Funds. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

7. Project Records, Audits and Inspections

7.1 Project Records. Park Provider will maintain comprehensive records and documentation relating to any project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of any nature that Park Provider incurred or anticipated to be incurred for the performance of this Agreement (collectively, the "Project Records") in sufficient detail to permit Metro or its auditor to verify how Park Provider spent Allocated Bond Funds. Project Records includes all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with any Project and any other records necessary to clearly document:

- A. Park Provider's performance of this Agreement, including but not limited to Park Provider's compliance with this Agreement;
- B. Any claims arising from or relating to the performance of Park Provider under this Agreement or any public contract entered into by Park Provider that is related to this Agreement;
- C. Any cost and pricing data relating to this Agreement;
- D. Payments made to all suppliers, contractors and subcontractors engaged in any work for Park Provider related to this Agreement; and
- E. Any financial match or other contribution of funds from any other source relating to any project.

7.2 Maintenance of Project Records. Park Provider will maintain all fiscal Project Records in accordance with generally accepted accounting principles. Park Provider will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds issued for the Local Share Bond Funds, or (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six (6) years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

7.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. Park Provider authorizes and permits Metro Representatives to inspect, examine, copy and audit the books and Project Records of Park Provider related to the Project, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement. Park Provider agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Park Provider, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process. Metro will keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 7.5 below.

7.4 Costs of Audit. Park Provider agrees that if Metro's review of Project Records discloses

that Metro is owed any sum of money, other than a nominal sum, or establishes that any portion of any claim made by Park Provider against Metro is not warranted, Park Provider will pay all costs incurred by Metro in conducting the audit and inspection. Metro may withhold payment of costs under this Section from any sum that is due or that becomes due to Park Provider.

7.5 Public Records Law. All Project Records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

8. Project Failure, Misuse of Allocated Bond Funds and Repayment

Park Provider will use the Allocated Bond Funds strictly in accordance with the terms set forth in this Agreement. Metro will require Park Provider to repay the Allocated Bond Fund to Metro if Park Provider breaches this Agreement. If an Acquisition Project fails to close within 90 days after Metro disburses the requested funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a Construction Project does not start within 60 days after Metro disburses funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a project is no longer used for a Bond Required Use or in compliance with the terms set forth in this Agreement, Park Provider will promptly repay the amount of Allocated Bond Funds disbursed for the project. Park Provider acknowledges and expressly affirms its repayment obligations set forth in this Section even if such failure is through no fault of Park Provider.

9. Term; Termination

9.1 Term. This Agreement terminates **(add ten years after effective date)**, 2033. The parties may agree to one extension of the Agreement, not to exceed two years. After termination of the Agreement, Metro will reallocate any funds Park Provider did not spend. The provisions of Sections 3.3, 4.4, 5, 7, 8, 12 and 14 will survive the completion of any project. Notwithstanding the foregoing, all terms of this Agreement will terminate on June 1, 2040.

9.2 Termination for Cause.

A. Metro may terminate this Agreement, in full or in part, at any time during the Term of this Agreement if Metro reasonably determines that Park Provider has failed to comply with any provision of

this Agreement and is therefore in default. Upon such termination, Metro may immediately withhold or suspend future distributions of Allocated Bond Funds in addition to any other rights and remedies set forth herein or available at law or in equity.

B. Metro will promptly document such default and notify Park Provider in writing of Metro's determination as required in Section 9.2(C) below. Notwithstanding any termination for cause, Park Provider will be entitled to receive payments for any work completed or for which Park Provider was contractually obligated on the date that Metro provided written notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. Before termination for cause, Metro will provide Park Provider with written notice of default that describes the reason(s) that Metro has concluded that Park Provider is in default and includes a description of the steps that Park Provider must take to cure the default. Park Provider will have 90 days from the date of the notice of default to cure the default, or a longer period that Metro may specify in its written notice (the "Cure Period"). If Park Provider does not cure the default within the Cure Period, Metro may terminate all or any part of this Agreement. Metro will notify Park Provider in writing of the reasons for the termination and the effective date of the termination, which will not be earlier than 90 days from the date of the notice of default. Park Provider will be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by Park Provider in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

D. Park Provider will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

E. If, after notice of termination, Metro agrees or a court finds that Park Provider was not in default or that the default was excusable, including but not limited to, a labor strike, fire, flood, epidemics, quarantine restrictions, freight embargoes, or other event that was not the fault of, or was beyond the reasonable control of Park Provider, Metro will allow Park Provider to continue work, or both Parties may treat the termination as a joint termination for convenience whereby the rights of Park Provider will be as provided in Section 9.3 below.

9.3 Joint Termination for Convenience. Metro and Park Provider may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon a mutual, written termination agreement signed by both Metro and Park Provider. Within 30 days after termination pursuant to this provision, Park Provider will submit an itemized invoice for all unreimbursed project work completed before the effective date of termination, provided that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement. Metro will not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond Park Provider's control.

10. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

11. Public Contracting Provisions; Compliance with Law

11.1 Public Contracting Provisions. Park Provider is solely responsible for ensuring that all projects receiving Allocated Bond Funds comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon. Park Provider and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

11.2 Compliance with Law. Park Provider will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act.

12. Indemnification; Limitation on Liability

12.1 Indemnification. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, Park Provider will indemnify, defend, and hold harmless Metro, its elected officers and employees, from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses (including any attorney's fees in defense of Metro or any attorney's fees incurred in enforcing this provision) suffered or incurred as a result of third-party claims arising out of Park Provider's performance of this Agreement or resulting in whole or in part from any act, omission, negligence, fault or violation of law by Park Provider, its officers, employees, agents, and contractors. This indemnity provision does not apply to third-party claims resulting from the sole negligence or willful misconduct of Metro.

12.2 Limitation on Liability. In no event will either Party be liable to the other for, and each Party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a Party's sole, joint or concurrent negligence.

13. Oregon Law; Forum

This Agreement is to be construed according to the laws of the State of Oregon. Any litigation between Metro and Park Provider arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

14. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize

Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

15. Notices

Any notices permitted or required by this Agreement, other than payment requests required pursuant to Attachment B, must be in writing to the addresses set forth below and will be deemed given upon (A) personal service, (B) deposit in the United States Mail, postage prepaid, (C) deposit with a nationally recognized overnight courier service or (D) by email delivery, if sent on a business day between the hours of 7:00am and 6:00pm Pacific Time. All such notices will be deemed received as follows (A) upon personal service, (B) three days after deposit in the US Mail, postage prepaid, (C) one day after deposit with a nationally recognized overnight courier service or (D) on the date of delivery of the email, provided that the email is sent on a business day during the hours stated above, or on the next business day if the email is sent outside of the hours stated above.

Park Provider's Designated Representative(s):

Attn: Alexandra Gilbertson
North Clackamas Parks and Recreation District 150 Beaver Creek Rd.
Oregon City, OR 97045 Phone: 971-430-0388
Email: agilbertson@ncprd.com

Metro's Designated Representatives:

Attn: Local Share Program Manager, Antonia Machado
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232
Email: antonia.machado@oregonmetro.gov

with copy to:

Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232
Email: michelle.bellia@oregonmetro.gov

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended. Telephone numbers are for information only.

16. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Park Provider without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments, exhibits and schedules constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

17. Amendment

The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

18. No Third Party Beneficiaries

Park Provider and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

19. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Park Provider and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any project funded with Allocated Bond Funds. This Agreement is not intended to be a contract that provides for the development or construction of any project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of any developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with Park Provider to which Metro is not a party. Park Provider waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any project.

20. Other Agreements

This Agreement does not affect or alter any other agreements between Metro and Park Provider.

21. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the Parties.

22. No Attorney Fees

Except as otherwise set forth in Section 12.1 of this Agreement, in the event any arbitration, action or

proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party will be responsible for its own attorneys' fees and expenses.

23. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

24. Severability

If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions are not affected.

25. Counterparts; Electronic Execution

This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures with respect to this Agreement.

26. Authority

Park Provider and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by Park Provider and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for Park Provider and Metro, respectively. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

27. Definitions

Acquisition Project means projects that involve the acquisition of real property.

Allocated Bond Funds means the total bond proceeds to be distributed by Metro to Park Provider under this Agreement.

Bond Required Use means a property is used for one or more of the following uses: (1) to protect water

quality, fish wildlife habitat, natural areas, (2) to connect people to parks and nature, (3) as a local or regional trail, or (4) as an environmental educational facility.

Capital Costs means qualified capital costs, consistent with the Oregon Constitution and federal tax law, that are capitalizable under Generally Accepted Accounting Principles (GAAP) and under general federal income tax principles and may include the costs of real property acquisition and/or capital construction and improvements to real property.

Construction Projects means all projects that are not Acquisition Projects and involve (A) construction of buildings and other improvements, (B) habitat restoration or habitat connectivity enhancements, (C) maintaining or developing public access facilities at public parks and natural areas, (D) design and construction of local or regional trails, or (E) enhanced or new learning/environmental educational facilities by Park Provider.

Handbook means the Local Share Handbook that includes requirements for each eligible local government park provider to receive its proportionate share of the Local Share Bond Funds.

Local Share Bond Funds means the \$92 million of bond proceeds to be distributed by Metro to local government park providers.

Overhead and Indirect Costs means costs whose benefits are not readily identifiable for a specific project but are necessary for the execution of each project.

Project Cost means the amount of Allocated Bond Funds Metro approved for each project.

Project List means the projects identified by Park Provider and eligible for Local Share Bond Funds.

ATTACHMENTS:

- Attachment A: Projects List
- Attachment B: Payment Request Requirements
- Attachment C: Post-Acquisition and Post-Construction Restrictions on Sale and Use
- Attachment D: Equity in Contracting, Workforce Diversity, Construction Career Pathways Requirements

The Parties have executed this Agreement as of the Effective Date.

Metro

**North Clackamas Parks and Recreation
District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME: North Clackamas Parks and Recreation District

B. PROJECT DETAILS:

1. **Project Name:** Concord Property Community Park
2. **Project Contact Information:** Alexandra Gilbertson, agilbertson@ncprd.com, 971-430-0388
3. **Project Description:** North Clackamas Parks and Recreation District is developing a nature play area and a restroom and picnic shelter pavilion within a new community park on the Concord Property in Oak Lodge, which will provide opportunities for inclusive recreation and connections to nature.
4. **Project Location:** 3811 SE Concord Road, Oak Grove, OR 97267. Latitude: 45.4105474686011, Longitude: -122.62398719787598
5. **Acquisition Project OR Construction Project:** Construction project

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

1. **Local Share Investment Category:** Maintaining or developing public access facilities at public parks and natural areas
2. **Local Share Criteria:** Park provider selected one or more specific local share criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by North Clackamas Parks and Recreation District.
3. **Climate Resilience Criteria:** Park provider selected one or more specific climate resilience criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by North Clackamas Parks and Recreation District.
4. **Community Engagement and Racial Equity Criteria:** Park provider met meaningful engagement criteria and made a good faith effort to engage members of historically marginalized communities. Please refer to Local Share project application (Exhibit 1) submitted by North Clackamas Parks and Recreation District.
5. **Strategies for avoiding gentrification/displacement:** Park provider identified demographics of community in vicinity of project. Park provider described anti-displacement strategies its agency use or it will employ to mitigate impacts on at-risk communities. Please refer to Local Share project application (Exhibit 1) submitted by North Clackamas Parks and Recreation District.

D. PROJECT REQUIREMENTS: The Project will comply with the following (collectively referred to as the “**Project Requirements**”):

1. **Project Budget:**

- a. Amount of Allocated Bond Funds Requested (“**Project Cost**”): \$1,200,000
- b. Description of other Project Funding: Park provider will contribute an additional \$99,480 towards design and engineering and \$5,389,137 towards construction, totaling \$5,488,617
- c. Total Project Budget: \$6,688,617

2. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 1)

Phase 1: Final design and engineering

Expected completion date: December 2023

Phase 2: Permitting for play area

Expected completion date: January 2024

Phase 3: Construction

Expected completion date: December 2024

3. **Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment B)

Phase 1: Final design and engineering

Deliverables:

- Summaries of the comments and feedback received during community engagement processes (same as will be shared with the community at a minimum).
- Plan review set(s) shall be provided to Metro Grant Program Manager at 70% and 100% completion during this phase. Grantee will allow Metro 3 weeks for review. Payments for phase 3 (construction) will not be made until 70% and 100% design plans have been reviewed and approved by Metro.

Phase 2: Permitting

No deliverable required from Phase 2 before moving into payments for phase 3

Phase 3: Construction

Deliverable: At completion of project the final close-out report must be submitted. As outlined in Attachment B of this exhibit, Metro may withhold up to 10% of the project costs until the receipt and approval of the final report.

ATTACHMENT B
Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

- A. **General:** For all Acquisition Projects, Metro will disburse funds in the amount of the final purchase price and closing costs up to the Project Cost at the time of expenditure directly to the seller through an escrow account with a title company to be held until the closing of the transaction. Disbursements for all other Capital Costs related to Acquisition Projects will be made by Metro on a reimbursement basis in accordance with the Reimbursement Request process for Construction Projects described above.
- B. **Each Acquisition Project Funding Request must include:**
1. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider which certifies Park Provider has complied with (i) all Acquisition Project requirements set forth in Section 3 of the Agreement and (ii) all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement.
 2. A closing statement that details the price of the property and all related closing costs.
 3. Wiring instructions or other instructions related to the transmittal of funds to the title company escrow account.

Park Provider must submit the information through Metro's online system (ZoomGrants). Sensitive documents may be sent via other means to be arranged with the Local Share Program Manager. If Park Provider cannot submit Requisition Certificate through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

- C. **Upon Metro's receipt of an Acquisition Project Funding Request:** Metro's Local Share Program Manager will review the submitted documents to confirm compliance with the Submittal Process, or request additional information from Park Provider as needed. Metro will transfer funds to the escrow account within five (5) business days after receipt of all necessary documents from Park Provider.

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

1. Park Provider's request for Final Approval of a Construction Project must include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values, and any other information Metro determines is necessary.
2. Metro will issue a final approval of the project to Park Provider upon Metro's determination that the project is consistent with this Agreement and the Local Share Handbook.

B. Initial Advance Requests

1. **General:** Following Metro's Final Approval of the Construction Project, Park Provider may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Construction Project if Metro determines that (a) Park Provider has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within 60 days of the date of the Initial Advance Request. To receive a disbursement of the Initial Advance, Park Provider must receive final approval from Metro of any changes to the Construction Project.
2. **Initial Advance Request form:** Park Provider must complete an Initial Advance Request form, provided by Metro and signed by Park Provider's authorized representative, certifying the Project information Park Provider provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way.
3. **Initial Advance Request information:** Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

4. **Metro payment of Initial Advance Request:** Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Park Providers must seek reimbursement for additional Capital Costs incurred in arrears up to the total Project Cost. Park Providers must provide proof of payment of the Initial Advance before requesting additional reimbursement payments. Park Providers may seek reimbursement as frequently as once per quarter. At a minimum, Park Providers must submit a Reimbursement Request at least once a year.
2. **Each Reimbursement Request must include:**
 - a. Proof of payment of the Initial Advance until such time as the advance has been fully reported and spent down.
 - b. A Request for Reimbursement itemized statement of expenses for each Construction Project showing a schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which

budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Requisition Certificate for Release of Funds.

- c. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider certifying:
 - i. Compliance with all Construction Project requirements set forth in Section 4 of the Agreement;
 - ii. Compliance with all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement;
- d. Park Provider submit the information through Metro's online system (ZoomGrants).
If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

3. Metro payment of Reimbursement Request: : Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

4. Retainage. Metro may withhold not more than ten percent (10%) of the Project Costs until Metro approves Park Provider's final close-out report.

5. Final payments: Metro will release final payments at the close of each project following receipt and formal acceptance of project close-out report by Metro staff.

ATTACHMENT C
Post-Acquisition and Post-Construction Restrictions On Sale and Use

The Post-Acquisition and Post-Construction Restrictions on Sale and Use apply until the end of the Term of the Agreement.

I. Post- Acquisition Restrictions:

Park Provider may not sell or otherwise authorize the use of such property for a use other than as a Bond Required Use (provided however a de minimis portion of such property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use), unless Park Provider certifies all of the following:

A. Park Provider's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.

B. Park Provider's intent, at the time it purchased the property, was to use it for a Bond Required Use.

C. In the event of a sale, Park Provider transferred the property to a non-federal public agency or jurisdiction.

D. Park Provider provided Metro written notice of its intent to authorize the sale to a third party or change Park Provider's use of the property 180 days before the sale or change in use.

E. Park Provider held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.

F. Metro approves Park Provider's determination of the appraisal value of the property pursuant to the following steps:

(1) At least 90 days before to making a final decision to sell or change the use of the property, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Park Provider purchased the property. The appraisals must be in compliance with USPAP standards

and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

(2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.

G. If approved by Metro as provided above, then within 180 days after selling the property or authorizing the change in use of the property, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to the proceeds of the sale.

II. Post- Construction Restrictions:

Park Provider may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with a Bond Required Use, except that Park Provider may transfer or put to another use a de minimis portion of such property, including without limitation a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use, unless Park Provider complies with all of the following:

- A. Park Provider's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
- B. Park Provider's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
- C. In the event of a sale, Park Provider transfers the property to a non-federal public agency or jurisdiction.
- D. Park Provider provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
- E. Park Provider holds at least one public hearing regarding the matter, consistent with its

adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.

F. Metro approves Park Provider's determination of the appraisal value of such buildings or improvements pursuant to the following steps:

- (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
- (2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.

G. Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to proceeds of the sale.

ATTACHMENT D
Equity in Contracting, Workforce Diversity,
Construction Career Pathways Requirements

1. Park Provider's existing policy on contract equity/COBID utilization is:

In November of 2020, Clackamas County passed a resolution to adopt the C2P2 Regional Framework and County Participation Plan. The Clackamas County Board of Commissioners resolved to adopt the Construction Career Pathways Project Framework in an effort to support a regional approach to recruiting and retaining women and people of color in the construction trades:

- Set region-wide workforce diversity goals,
- Establish project thresholds,
- Track and review progress on goals,
- Develop workforce agreements,
- Implement worksite anti-harassment and culture change strategies,
- Collectively invest in workforce supply, and
- Establish regional collaboration.

Park Provider will also require contractors to use certified payroll to track employment diversity by race, ethnicity, and gender.

2. Park Provider's existing policy related to workforce diversity/Construction Career Pathways:

Park Provider does not currently have existing policies in place to support diversifying the construction industry workforce; however, the Concord Property project (community park, new library, and community center upgrades) is contracted and managed by Clackamas County, in close partnership with NCPRD. The project implementation and master planning began prior to the 2019 Metro Bond passing, but the contracting process in 2021 to solicit the CM/GC contractor did follow the County C2P2 Participation Plan.

Metro
Parks and Nature
Parks and Nature

Metro 2019 Parks and Nature Bond Local Share Project Submittal Form

Deadline: 12/31/2030

**North Clackamas Parks and Recreation District
Concord Property Community Park**Jump to: [Eligibility](#) [Submittal Questions](#) [Budget](#) [Scope and Outcomes](#) [Document Uploads](#)**\$ 1,200,000.00** Requested

Submitted: 5/31/2023 1:54:54 PM (Pacific)

Project Contact

Alexandra Gilbertson
agilbertson@ncprd.com
Tel: 971-430-0388

Additional Contacts

hkoch@ncprd.com

**North Clackamas Parks and
Recreation District**

150 Beaver Creek Rd
Oregon City, OR 97045
United States

Director

Michael Bork
mbork@ncprd.com

Telephone 503-742-4421

Fax 503-742-4349

Web <https://ncprd.com/>**Eligibility** [top](#)**1. Local Share conversation**

Before you propose projects, have you had a conversation (or conversations) with Metro's Local Share Program Manager? Metro staff can make sure your projects and processes meet bond criteria and we can provide assistance if needed.

 I got it!**2. Distribution of funds**

(See Exhibit C to Resolution No. 19-4988) I am eligible for Local Share allocation as the representative of:

- Beaverton \$ 5,709,843
- Clackamas County \$ 5,381,324
- Cornelius \$ 902,546
- Durham \$ 310,665
- Fairview \$ 640,683
- Forest Grove \$ 1,420,103
- Gladstone \$ 852,315
- Gresham \$ 5,416,870
- Happy Valley \$ 1,150,062
- Hillsboro \$ 5,999,692
- Johnson City \$ 230,749
- King City \$ 417,798
- Lake Oswego \$ 2,083,297
- Milwaukie \$ 1,127,000
- North Clackamas Parks and Recreation District \$ 4,508,386
- Oregon City \$ 1,914,446
- Portland \$ 31,821,020

- Rivergrove \$ 229,789
- Sherwood \$ 1,148,149
- None of the above

3. Distribution of funds

(See Exhibit C to Resolution No. 19-4988) I am eligible for Local Share allocation as the representative of:

- Tualatin Hills Parks and Recreation District \$ 8,628,870
- Tigard \$ 3,107,156
- Troutdale \$ 793,376
- Tualatin \$ 1,581,005
- Washington County \$ 3,256,965
- West Linn \$ 1,418,291
- Wilsonville \$ 1,557,445
- Wood Village \$ 392,155
- None of the above

Submittal Questions [top](#)

Location and general description

1. Project summary (one paragraph, 255 characters)

In a nutshell, what is your project intended to accomplish? (1-2 sentences. This is how Metro will describe it to others.)
NCPRD is developing a nature play area and a restroom and picnic shelter pavilion within a new community park on the Concord Property in Oak Lodge, which will provide opportunities for inclusive recreation and connections to nature.

2. General description (up to one page, 4000 characters)

Tell us more. Describe the project, including its purpose and the issues it addresses. Is this a new project, does it complete an existing project or does it improve an existing facility?

North Clackamas Parks and Recreation District (NCPRD) is seeking \$1,200,000 of its \$4,508,386 Parks and Nature Bond Local Share program funding allocation for a new community park and play area on the 5.94-acre NCPRD-owned Concord Property, which sits prominently at the juncture between the highly commercial area fronting SE McLoughlin Boulevard and a residential neighborhood. It is located in the heart of the Oak Grove community and adjacent to the Jennings Lodge community in unincorporated Clackamas County between the cities of Gladstone and Milwaukie. The Concord Property Community Park will be situated alongside the community center and the new Oak Lodge Library, and will provide opportunities for inclusive recreation and connections to nature.

NCPRD is moving forward with design and engineering for the development of a new park on the Concord Property. Park features include an inclusive, nature-based play area, a multi-use playfield, picnic areas, restroom, walking paths, benches, and plaza for performances and programming. This application will focus specifically on the play area and restroom/picnic shelter pavilion within the larger community park. Due to funding constraints, the play area has been divided into two phases. NCPRD plans to fund Phase I of the inclusive nature-based play area and restroom/picnic shelter pavilion with NCPRD funds and Metro local share funds. In addition, NCPRD is seeking state grant funds to fund Phase II of the inclusive nature-based play area. This provides an opportunity to fully construct the play area, increase accessibility and connections to nature, and further leverage NCPRD and Metro local share funds.

3. Location

Provide project address and/or map coordinates.

3811 SE Concord Road, Oak Grove, OR 97267. Latitude: 45.4105474686011, Longitude: -122.62398719787598

4. Location description (up to one page, 4,000 characters)

Briefly describe the project site or facility attributes and current ownership.

The Concord Property is located in the southwest part of NCPRD in an area that has been identified as needing more parks and community services. It is also in the center of the Oak Lodge Library service area. This project provides an opportunity for the new play area (and park) to have a direct relationship with the new community center and library, which will support creating a community heart in the Oak Grove/Jennings Lodge neighborhood.

NCPRD seeks local share funding to build a portion of the inclusive nature-based play area as well as the picnic shelter and restroom pavilion as part of the larger Concord Property Community Park project. This project is especially important as this

will be the first such play area in Oak Grove, a community identified by NCPRD as underserved because it has no community parks to provide the livability infrastructure for over 40,000 thousand people who live here. The proposed play area improvements are an important step in addressing the need for natural and more inclusive public play areas.

NCPRD is seeking assistance to construct the play area and picnic shelter and restroom pavilion. The final design features a nature play area with inclusive play elements for people of all abilities, interactive water play, mounded landscape forms, turf and rubber tile play surfacing, climbers, sensory elements, seat walls and native planting areas. The picnic shelter and restroom pavilion is a pre-manufactured unit that includes a 2-stall, all-user, ADA restroom and drinking fountain. A covered picnic area is sized to accommodate up to 4 ADA picnic tables and will provide year-round use for the park.

5. Land acquisition

Is this a land acquisition? (Select only one)

- Yes
 No

6. Land acquisition (up to one page, 4,000 characters)

If your project is a land acquisition a) What is the status of negotiations to acquire the property? b) Describe the one- to five-year stabilization plan for the property. (If not, please answer "NA".)

N/A – NOT AN ACQUISITION PROJECT

7. Capital project timeline

What is the anticipated date this project could be ready to commence?

Construction is anticipated to begin on October 1, 2023 and will begin with the library. The park and community center upgrades will begin to take shape in spring of 2024 with completion estimated in early 2025.

8. Capital project plans and designs

For capital projects that are not acquisitions, upload on the next page project plan/design materials.

- I uploaded it!
 Not applicable

Bond purpose

9. Bond purpose (up to one page, 4000 characters)

The purpose of the bond is to acquire, protect and connect fish and wildlife habitat, protect clean water and connect people to nature close to home. How does your proposed project meet the purpose of the bond?

Acquire, protect and connect fish and wildlife habitat:

The planting scheme for the park, play area and parking lot will incorporate over 140 new trees of different sizes and species. These trees will help to provide shade, habitat, and increase plant diversity and tree canopy.

Protect clean water:

This project will follow local jurisdictional requirements to protect water resources at the Concord Property. These stormwater management improvements will help infiltrate rain and stormwater for nearby residential areas naturally through on-site green infrastructure and will ensure the play features and park remain accessible year-round.

Connect people to nature close to home:

The project will provide approximately 2,000 households with a new community park within a 10-minute walk of their residences. The park will provide opportunities to enjoy nature on its pathways, for children to enjoy nature play elements, benches for people to stop and enjoy nature, and tables and open lawn for people to enjoy a picnic. The park is located in the heart of the Oak Grove community and adjacent to the Jennings Lodge community in unincorporated, but urbanized, Clackamas County between the cities of Gladstone and Milwaukie. The regional multi-use Trolley Trail is within a ½ mile of the park and will improve the connection between several neighborhoods (in Oak Grove and Jennings Lodge neighborhoods, the District and beyond).

Additionally, demonstrated by the answers to the following questions, the outcomes described above are consistent with many of the other bond measure principles including advancing racial equity through bond investments, taking care of what we have, and making this community park more accessible and inclusive.

Local share investment categories (Section 6 of Handbook)

10. Local share investment categories

In which bond-eligible local share capital investment category(ies) does this project fit?

- Natural area or park land acquisition
- Fish and wildlife habitat restoration and/or habitat connectivity
- Maintaining or developing public access facilities at public parks and natural areas
- Design and construction of local or regional trails
- Enhanced or new learning/environmental educational facilities

11. Local share investment categories (up to one page, 4,000 characters)

Describe how this project addresses the category(ies) you checked.

The proposed project aligns with the local share investment category because it will develop and enhance public access facilities at the Community Park at the Concord Property.

The 2004 NCPRD Master Plan identified the Concord Property as "N-12", to be developed as a Neighborhood Park in conjunction with the school district. In 2018 North Clackamas School District (NCS D) and NCPRD entered into a strategic partnership to acquire three NCS D properties, including the Concord Property in Oak Grove. Now that the Concord Property is within NCPRD ownership, the park designation has changed from Neighborhood Park to Community Park.

In a similar timeframe to the acquisition, Clackamas County and the City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries to provide services to Oak Lodge and Gladstone service areas.

NCPRD and Clackamas County decided to combine resources and use time and money efficiently to create a joint process to plan for the Concord Property and the Oak Lodge library. In accordance with a preliminary outline for a joint planning process, a Concord Property and Library Planning Task Force worked with staff and advised the Board of County Commissioners and the NCPRD Board of Directors on the creation of the master plan for the uses of the Concord Property, including the park and play area, community center, and library. Task Force members are community residents with an interest or expertise in historic preservation, parks, sports, and libraries.

In 2018 the master planning process was established to bring forth a shared vision for the site that best reflects the community's values while balancing library, community center and outdoor recreation needs. For more than a century, the Concord Property has been at the heart of the Oak Grove community adjacent to the Jennings Lodge community. Throughout the years of serving the public education needs of the area, it developed into a valued community treasure. The school was closed in 2014 yet remained an important asset to the community.

The master planning process offered an opportunity to revitalize this resource by providing recreational and community gathering opportunities for an underserved area of NCPRD and a much needed new library for the Oak Lodge Library service area. There are also significant benefits of co-locating NCPRD and the library. Continued public use of the Concord Property to serve the community underscores it as an historic and vital heart of the Oak Grove and Jennings Lodge communities.

In addition to the local share investment category, the community park design also addresses the following needs and trends identified through the Statewide Comprehensive Outdoor Recreation Plan (SCORP):

Aging population: the community park will be a place for the aging population to enjoy family by including a restroom, more places and benches to observe nature and others, and picnic area for small visitor groups.

Latino population: The Latino needs that the project addresses include restrooms, nature play areas, more shaded areas, and more places and benches to observe nature and others.

Families with children: This population has multiple needs that the project will address. These include nature play areas, restrooms, and picnic areas for small visitor groups.

Low-Income Population: This population has multiple needs that the project will address. These include nature play areas, restrooms, picnic areas for small visitor groups, and more places and benches to observe nature and others.

Local share criteria (Section 7.2 of Handbook)

12. Local share criteria

All projects funded through the local share program must meet at least one of the local share program criteria listed below.

Which local share criteria does your project satisfy?

- Improves critical capital infrastructure to ensure that parks are safe and welcoming.
- Improves accessibility and inclusiveness of developed parks.

- Provides culturally responsive public improvements as identified by greater Portland's Indigenous community and/or communities of color.
- Improves the visitor experience by investing in new or existing park amenities.
- Improves access to nature for local communities identified as "nature-deficient".
- Improves the efficiency and effectiveness of operations and maintenance of developed parks.
- Provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit.
- Improves access to water with scenic and/or recreational opportunities.
- Acquires land that could provide future access to nature for people, scenic views, and community gathering spaces.
- Protects and improves water quality and quantity, with an emphasis on headwaters, wetlands, floodplains, riparian areas.

13. Local share criteria (up to one page, 4,000 characters)

Describe how the project will satisfy the selected local share criteria.

NCPRD is honoring the community's stated desire during the development of the bond to take care of what we already have. The plan for the school is to revitalize the building and surrounding open space for public use, and to bring new amenities and recreational opportunities to residents in Oak Lodge and throughout the District (renovating the old school house into a community center and NCPRD administrative offices, building a new library and developing the grounds surrounding the facilities). This community park project is an investment in new infrastructure, improves durability, efficiency, effectiveness and inclusiveness. The Concord Property is located in the SW part of the District in an area that has been identified as needing more parks and community services.

This project satisfies a variety of local share program criteria. The project will improve critical capital infrastructure to ensure that this park is safe and welcoming, including restrooms funded by local share as well as pathways funded in the larger park project that connect this open space to the neighborhood at three different entry points. The project will improve accessibility and inclusiveness of developed parks by developing a new nature-based play area with nature play features, a water element and mobility-friendly play surfaces. The nature concept for the play area is centered on the natural environments around Oregon: hills, canyons with downed logs, boulders, grasses, the Willamette River, hiking through forests and big trees with design decisions around inclusivity, safety and maintenance. It is a high value of NCPRD to overlay inclusion onto the nature play concept, making spaces that everyone can play in - not only all abilities, but all ages where everyone feels safe, included and welcome.

This project will improve visitor experience by investing in existing park amenities, breathing new life into the dated, former school grounds at the Concord Property. These improvements will also ensure park visitors of all abilities are able to access the park's picnic shelter, restroom and play area year-round. Other elements that support this inclusive nature-based play area are provided in the full project: accessible parking, accessible drinking fountain, accessible picnic tables, picnic shelter and restrooms that comply with ADA guidelines, seating for caregivers and children of all abilities, shade and trees, trash receptacles, and wayfinding signage. Community, especially BIPOC and people with disabilities will feel that the nature play and park amenities enable them to access nature, is designed for all user's enjoyment and for all users' to experience the full breadth of the park.

The use of durable, sustainable materials and locally sourced where possible, will improve the efficiency and effectiveness of operations and maintenance within the park, potentially reducing the cost of routine maintenance.

Residents throughout the region who are not within a short walking distance can readily connect with the park through TriMet bus stops on SE McLoughlin Blvd. and Oatfield Rd. (within one block of the park), via the six-mile multi-use regional Trolley Trail (0.5 miles west of the park), or by parking at the park. Bicyclists and pedestrians using the multi-use Trolley Trail will benefit from using the site as a destination play area with additional amenities. The Concord Property Community Park will be situated alongside the community center and the new Oak Lodge Library, and will provide opportunities for inclusive recreation and connections to nature.

Climate resilience (Section 7.1 of the Handbook and climate resilience criteria guidance document)

14. Climate resilience

Every project funded by the bond must satisfy at least one of the following climate resilience criteria. Please select which criteria your project satisfies.

- Protect, connect and restore habitat to support strong populations of native plants, fish and wildlife that can adapt to a changing climate.
- Protect and restore floodplains, headwaters, streams and wetlands to increase their capacity to handle stormwater to protect vulnerable communities from flooding.
- Increase tree canopy in developed areas to reduce heat island effects.

- Use low-impact development practices and green infrastructure in project design and development.
- Invest in segments of the regional trail system to expand active transportation opportunities for commuting, recreation and other travel

15. Climate resilience (up to one page, 4,000 characters)

Provide a brief narrative describing how this project will satisfy the selected criteria, who will benefit and how it will make your community more resilient to the effects of climate change.

There are several bioswales and infiltration planters that will capture and treat stormwater runoff before it enters the Willamette River. Nature-friendly development practices not only manage stormwater and conserve valuable fish and wildlife habitat, they make neighborhoods look greener and more beautiful.

Another feature of nature-friendly development practices includes protecting existing vegetation and soils. An existing stand of mature deciduous trees along the northeast property line, near SE Spaulding Ave will be preserved and protected. These trees have a diameter breast height that ranges from 12 inches – 33 inches. There is also a large stand of oak trees along the southern property edge, adjacent to the proposed parking area that have a diameter breast height that ranges from 28 inches – 38 inches. These oak trees will be preserved and protected in place and will also help to provide shade for this section of parking area pavement. In addition, over 140 new trees of different sizes and species will be planted throughout the site, increasing plant diversity and tree canopy.

NCPRD will appropriately budget for the necessary management and maintenance activities at this park. NCPRD already has full-time and seasonal staff with a budget to perform maintenance and management District wide, and routinely partners with nonprofit organizations and volunteers to assist with appropriate activities. As part of the construction document preparation, NCPRD is working with the landscape architect to develop a management plan for the more highly diversified plantings that will be on site. This will provide NCPRD a guide for how to effectively and efficiently manage the site, both with its own staff and with partners. In addition, NCPRD developed an Integrated Pest Management Plan (IPMP) in 2022 for internal operations to further contribute to meeting sustainability goals for the project (and within the District). The IPMP program reduces toxics across NCPRD operations.

Meaningful community engagement and racial equity (Sections 5.1 and 5.2 of the Handbook)

16. Meaningful community engagement and racial equity: Every project funded by the bond must satisfy community engagement and racial equity criteria below.

In the next question, provide a narrative of the process through which this project was selected and prioritized. Please check off each of the following as you address them in the narrative:

- When did planning and engagement take place? Is more engagement planned?
- Who is likely to use or benefit from this park, trail or natural area? Describe the demographics and location of the community for which this project is planned.
- What engagement strategies and methods did you use to connect with the community, particularly those who have been underrepresented in past public engagement processes? Describe their effectiveness and any lessons learned.
- Describe the format of the community engagement, the activities, questions posed etc.
- Report on who participated (number of community members who participated, participation of historically marginalized communities and relevant demographics).
- Summarize the feedback received. How did feedback from communities of color and other historically marginalized community members directly impact the project?
- Was this community engagement process different from processes you've used for similar projects? If you used partnerships (culturally specific, community-based, faith-based, etc.) please describe them.
- Did you report project outcomes back to the communities involved?
- How did you evaluate the engagement methods and activities? Did you solicit feedback from participants, staff or partners? What did you learn and how do you plan to incorporate this into future engagement?

17. Meaningful community engagement and racial equity (up to two pages, 8,000 characters)

Provide a narrative of the process through which this project was selected and prioritized. Include the answers to the above questions.

NCPRD's purchase of the property was an important step toward preserving the property in public ownership and aligns with substantial community feedback to protect and preserve it.

NCPRD embarked on a community engagement process in 2018 in partnership with the new library that placed a high priority on engaging under-represented communities such as Spanish speaking, low-income, and youth groups.

NCPRD serves residents in a 27-square mile area (District). According to the 2010 Census there were 115,179 residents and

130,431 in 2019 with 139,188 residents estimated to be living in the District in 2024. The Oak Grove neighborhood demographics are 80.3% White, 10.5% Hispanic or Latino, 8% identifying as two or more races, 1.3% Asian, 1% Black and .04% American Indian and Alaska Native. 11% of Oak Grove residents are persons living in poverty (according to the 2020 census).

A number of public outreach strategies were used to reach the widest audience. Public input ranged from in-person interviews with teens, residents and staff to a community-wide event, online open house, and tabling at the local food pantry. Project information and events were advertised via multiple methods, with a dedicated project website to share information, surveys and updates. In fall of 2019, over 350 people attended the first open house. This event was a community celebration to raise awareness about the project. Over 400 participants also provided input on an online and printed survey (in English and Spanish). In February 2020 a design charrette attracted community members, with activities to locate priority features on the site that had been identified. An online open house for the Concord Property was held in August 2020, to gather feedback on three design alternatives. The survey attracted 269 visitors and 210 comments.

With the Covid-19 pandemic, the team shifted a majority of the communication from in-person to virtual. Although it impacted the degree of input in the last stages of planning, both the planning team and project stakeholders accommodated the change as successfully as possible. The project website became even more valuable as a two-way communication tool with the shift from in-person to virtual events.

From the comments and responses collected, the main themes below pertain to the aspects seeking local share funding:

Types of nature: What is your idea of experiencing nature in a park? The top two responses: Native plants (42%) and shade and trees (40%).

Types of play: What type of play would you like to see in your park? The top two responses: Nature play (39%) and multi-use active space (18%).

Ways to relax: What single way do you want to relax in the park? Top two responses: Walking (61%) and picnicking (17%).

During four meetings, with an average of 14 people in attendance at each focus group meeting, under-represented community groups were asked the same questions. These under-represented groups were selected based on lower involvement in other community planning projects in the past, including Spanish speakers, people with lower incomes, people without access to stable housing, teenagers, older adults, and parents of young children. During these meetings, project staff were able to delve deeper into understanding the concerns and hopes for the future site. To reduce barriers to participation, NCPRD went out into the community when possible, often providing food, childcare and other incentives. More detail on focus group meetings and how this project meets their needs is provided in the Community engagement summary.

NCPRD kept community groups involved by holding stakeholder meetings and interviews with Libraries in Clackamas County, a Community Planning Organization (CPO), the school district and the local historical society. Interested parties were kept informed and updated throughout the project through regular email communications and task force meetings, comprised of volunteer community members. Community engagement summaries and videos were shared online for transparency.

Most recently in April, NCPRD was excited to share the park design with the community, and connect exactly how community input helped to inform park features and amenities. In person and virtual community gatherings were held to present the park design, and residents had opportunities to speak with staff and share their thoughts via paper and online questionnaires. Out of those who completed the questionnaire, 83% agreed that NCPRD got the design right, and effectively incorporated community input.

Engagement methods and activities were evaluated throughout the project to determine success. The following questions were used to help measure the success of outreach efforts and refine the engagement plan. Stakeholders were asked for feedback on the outreach success along the way. Public responses were recorded in an evaluation section of the Public Involvement Final Plan. Project materials will be modified as necessary in response to these evaluations. For example, questions received at the in-person community presentations resulted in updates to the following virtual presentation for clarity and transparency, with many of the questions being incorporated directly into the presentation itself.

The questions below were asked or presented to stakeholders during discussions, meetings and public events, either verbally or by survey form:

- Did we work effectively and proactively to inform and coordinate with partners?
- Was the project information, including the need and opportunities, clearly understood? If not, what do we need to do differently?
- Did we correctly identify and reach all of the key stakeholders? If not, what can we do to reach out to them? Also, what were the reasons we missed some, and how can we do a better job in the future?
- Did we correctly identify stakeholder issues? If not, how can we do a better job in the future?

Quantitative data and qualitative information was also evaluated to provide a more complete view of the effectiveness of engagement efforts, including:

- Number of in-person and virtual meeting attendees
- Number of questionnaire responses
- Facebook impressions and engagement, in both English and Spanish

- E-blast deliveries, opens and clicks
- Landing page traffic and time on site
- Number of households reached through mailers

During initial conversations with Metro when discussing this project's eligibility to receive local share funding, Humberto Marquez Mendez, Metro's community involvement specialist, reviewed the community engagement plan and provided feedback. Humberto's initial assessment was focused on looking for gaps in response to meeting local share criteria. He indicated that the community engagement plan was solid and provided some feedback in the uploaded document. Generally, there were questions about how the underrepresented stakeholder meetings effectively collected input and how it was weighed in determining decisions and next steps in the project. NCPRD plans to use this information to help craft the community engagement planning for the upcoming system plan work (future local share engagement will align with the system plan). Internally, NCPRD is aiming to design an engagement plan that continues to build on and learn from what works or what has been challenging over the years. Some of the questions NCPRD is aiming to gain more clarity on during the system planning engagement process include identifying:

- What are desired outcomes? Positive relationships and support; Sharing and listening that increases understanding; Meaningful engagement with residents and visitors; Engaging new audiences that have previously not been engaged, including underrepresented populations; More input and confirmation on plans and designs
- How do we measure success or progress toward outcomes?
- What is already working or not working?
- What other best practices can help?

18. Engagement plan

If an engagement plan was developed for this project, upload it on the next page.

- I uploaded it!
 Not applicable

Equity in contracting and workforce diversity (Section 5.1.2 of the Handbook and Contract and Workforce Equity memo)

19. Bond-funded projects must seek to achieve aspirational goals for workforce diversity and use of COBID contractors; work to reduce barriers to achieving these goals; and demonstrate accountability by tracking outcomes and reporting impacts.

Please address this in brief narratives that answer the following two questions:

- I got it!

20. Contractor equity (up to one page, 4,000 characters)

Describe your agency's current policies or practices to support expansion of equity in contracting. How will you implement them on this project? If none, what strategies will you employ to attract COBID contractors?

In 2021 Clackamas County issued an RFP for Construction Manager/General Contractor (CM/GC) services for the project. P&C Construction was the top ranked proposer – a ranking which considered equity in contracting and workforce diversity - and is under contract to provide both preconstruction and construction services. Workforce diversity and equity in contracting are goals that were established at the beginning of the project. P&C embraces MWESB/DSV/DBE utilization and often partners with organizations that support disadvantaged firms such as the Associated General Contractors (ACG), the Metropolitan Contractors Improvement Partnership (MCIP), and the Oregon Association of Minority Entrepreneurs (OAME). Throughout all phases of construction, P&C is committed to helping the project meet its goal of 30% participation from COBID certified firms. P&C aims to utilize these organizations to help accelerate their subcontractor recruitment plan through solicitation, advertising, and outreach.

During earlier project stages, P&C developed an internal process to help meet the COBID utilization goal. They developed a detailed cost estimate at the schematic design stage of the project. This detailed cost broke each scope package into smaller work packages. They were then able to analyze which work packages lent themselves best to minority owned and emerging small businesses.

P&C has a strong working relationship with the local minority-owned and emerging small business community. P&C submitted to the project a good faith effort report that documented the COBID subcontractors they reached out to. In addition, their recruitment plan included the following:

- Establish MWESB/DSV/DBE goals for subcontractor utilization
- Utilize Building Connected platform to locate local COBID certified firms in the area and to ensure they have access to project documents
- Build enthusiasm for the project at MCIP and OAME events
- Break down the project estimate into divisions of work to determine each division's total percentage of the project costs
- Host "meet and greet" for subs to ask questions
- Document efforts to assist Project Stakeholders in communicating COBID certified firms' related successes with the

community

For the past ten years P&C has participated in the Port of Portland's Mentor-Protégé Program, which was developed to overcome the barriers MWESB/DSV/DEB firms face. One example of the meaningful impacts of that work is that over the course of the three-year mentorship, P&C helped bring a local DMESB company's annual volume from \$200,000 to over \$2,000,000.

21. Workforce equity goals (up to one page, 4,000 characters)

What policies does your agency currently follow to support diversifying the construction industry workforce and how will you apply these policies to your project?

In November of 2020, Clackamas County passed a resolution to adopt the C2P2 Regional Framework and County Participation Plan. The Clackamas County Board of Commissioners resolved to adopt the Construction Career Pathways Project Framework in an effort to support a regional approach to recruiting and retaining women and people of color in the construction trades:

- Set region-wide workforce diversity goals,
- Establish project thresholds,
- Track and review progress on goals,
- Develop workforce agreements,
- Implement worksite anti-harassment and culture change strategies,
- Collectively invest in workforce supply, and
- Establish regional collaboration.

NCPRD does not currently have existing policies in place to support diversifying the construction industry workforce; however, the Concord Property project (community park, new library, and community center upgrades) is contracted and managed by Clackamas County, in close partnership with NCPRD. The project implementation and master planning began prior to the 2019 Metro Bond passing, but the contracting process in 2021 to solicit the CM/GC contractor did follow the County C2P2 Participation Plan.

22. Workforce equity tiers

If you are a park provider with a local share allocation of \$400,000 or more, please identify the category that applies to the estimated capital construction cost of your project. Select 'Not applicable' if your project is a land acquisition:

- Tier 1 \$200,000 - \$2,000,000 • Workforce diversity tracking using certified payroll.
- Tier 2 \$2,000,000 - \$4,999,999 • Workforce diversity tracking using certified payroll • Prime and subcontractor work toward diversity goals • Include anti-harassment/culture change programming
- Tier 3 >\$5,000,000 • Workforce diversity tracking using certified payroll • Prime and subcontractor work toward diversity goals • Anti-harassment/culture change programming • Consider regional workforce agreement
- Not applicable

23. Workforce equity tiers (up to one page, 4,000 characters)

Please describe how your agency will implement the workforce equity elements associated with the tier you checked. Metro staff will work with you directly to rightsize contract and workforce equity goals for your project/set of projects.

By project cost, the Concord Property community park picnic shelter and restroom and nature play area qualifies as a Tier 1 project. NCPRD will require contractors to use certified payroll to track employment diversity by race, ethnicity, and gender.

Avoiding gentrification and displacement (Section 5.2 of the Handbook)

24. Avoiding gentrification and displacement

Projects funded by the bond must employ strategies to prevent or mitigate displacement or gentrification that result from bond investments.

- I got it!

25. Demographics (up to one page, 4,000 characters)

What are the demographics (e.g. proportion of low income, people of color, and/or communities with limited English proficiency) of the population in the immediate vicinity of your project?

Current data shows that non-Hispanic white citizens make up 81% of the population in Clackamas County, which contributes to an invisibility for communities of color (Coalition of Communities of Color & Clackamas County, 2020). However, Clackamas County has been projected to have higher growth rates of communities of color compared to the statewide average (Coalition of Communities of Color & Clackamas County, 2020). Communities of color face the brunt of effects from population growth as they are more likely to be uprooted and displaced (Metro, Regional Barometer webpage). Census data often underrepresents people of color and numbers do not adequately tell the story of community and individual trauma impacts. Systemic racism and exclusionary practices have created challenges for communities of color in terms of access to resources, services and opportunities.

Poverty rates and rates of exposure to environmental pollutants for communities of color are higher, following nationwide trends (Coalitions of Communities of Color & Clackamas County, 2020). Without additional means (whether time or money), community members who are oppressed, impoverished, or living in fear are not able to equitably access parks and natural resources or benefit from them.

The Oak Grove neighborhood demographics are 80.3% White, 10.5% Hispanic or Latino, 8% identifying as two or more races, 1.3% Asian, 1% Black and .04% American Indian and Alaska Native. 11% of Oak Grove residents are persons living in poverty (according to the 2020 census).

According to Metro’s 5-year people of color equity focus areas mapping, a 1/2-mile radius from the Concord Property indicates a population total of 5,351 with 489 people of color, which is 9%. Of that, 579 or 11% are low income families.

NCPRD collects substantial demographic information every handful of years, as well as through small surveys in between. The last few times NCPRD collected a full range of demographic information was just prior to the 2015 master plan (information pulled in 2012), and again when NCPRD brought on a Hatfield Fellow from Portland State in 2017. NCPRD is waiting for all of the demographic information to become available from the 2020 census (only partially released information is available), and NCPRD plans to collect this data again during the System Plan community engagement process in summer 2023.

NCPRD also collects demographic information in some of the community surveys, but this is usually limited to age, gender, race/ethnicity, and primary language. Moving forward, NCPRD will pull demographics for race and ethnicity, English proficiency, primary language, geography/location, income, gender, and age during full demographic reports, especially as it relates to accessibility and equity. These standards and requirements have changed over the years, and NCPRD will follow best practices.

26. Anti-displacement strategies (up to one page, 4,000 characters)

What anti-displacement strategies does your agency employ/will you consider to mitigate any negative impacts of your project on these at-risk communities?

This project will make a major difference in our community. Even though it is not a large-scale community development project nor a greenfield development, it is scaled to serve the residents currently living in the Oak Lodge neighborhood and ultimately filling a need that this underserved community needs.

NCPRD is starting a system planning effort in the summer of 2023. NCPRD’s last plan was adopted almost 20 years ago, in 2004. It has been a useful guide; however, after two decades and many changes affecting the District, an updated vision and plan is desired to guide the District into the future. An update of the system plan is necessary to meet the changing needs of a more diverse community and to provide a 20-year road map that sets the future direction of NCPRD. NCPRD has acquired new properties and developed a number of new parks since the last plan was adopted and has developed a natural areas management program that will be integrated into the District’s System Plan. NCPRD’s planning process will build community, dialog, trust, relationships, and understanding at its foundation. As relationships are built and improved with communities of color and this inclusive planning process takes place, NCPRD will be better informed and equipped to address strategies such as anti-displacement.

In addition, Clackamas County will be joining many other jurisdictions who are working to better understand displacement and to develop strategies to help mitigate the impacts or avoid displacement all together. In partnership with the Coalition of Communities of Color (CCC), Clackamas County has been working to understand more about the residents within the County that are most vulnerable to displacement.

A multi-year project to better understand populations and find better ways to equitably engage community is underway now. The first phase of which has been completed by CCC. Phase 1 consists of an Environmental Scan which gives a lay of the land for who our Black, Indigenous and People of Color (BIPOC) community members are and how they are organizing.

Technical assistance (Section 11 of the Handbook)

27. Technical assistance (up to one page, 4,000 characters)

What technical support do you anticipate you might need to successfully meet bond requirements?

NCPRD would appreciate Metro’s guidance to establish clear reporting expectations including deliverables review, feedback timelines and post project monitoring requirements. If Metro has nature play design standards, please share with NCPRD to ensure alignment with the standard.

Budget [top](#)

Budget	Local Share funds requested	Leveraged funds	Total Program Budget (Calculated)
Design/Architecture/Engineering	\$ 59,926.00	\$ 99,480.00	\$ 159,406.00

Permitting			\$ 0.00
Construction (including materials, equipment, 3rd party labor, etc)	\$ 960,577.00	\$ 5,389,137.00	\$ 6,349,714.00
Land Acquisition Costs			\$ 0.00
Costs associated with land acquisition (including appraisals, due diligence, surveying, etc)			\$ 0.00
"Capped Capital Costs" limited to 10% (local share provider staff time, overhead and indirect costs as defined by the IGA)			\$ 0.00
Contingency	\$ 179,497.00		\$ 179,497.00
Other (if needed, please provide other budget category descriptions below and details in the budget narrative)			\$ 0.00
Total	\$ 1,200,000.00	\$ 5,488,617.00	\$ 6,688,617.00

Budget Narrative

The budget was estimated by P&C Construction, the project's CM/GC contractor, and the guaranteed maximum price (GMP) for the new library that was approved by the County Commissioners on May 17, 2023. The County Commissioners are scheduled to approve the GMP for the park (including the nature play area) and community center in mid-June. Since the GMP was set and approved, there is a high degree of confidence in the budgeting. Despite this confidence, current market and construction materials pricing volatility means that NCPRD must recognize the possibility that budgeted costs may change over time.

Metro local share funds will be used to leverage roughly \$5.3M in funds from NCPRD toward development of the larger Concord Property Community Park and community center upgrades. Without local share funding, NCPRD would not be able to complete the nature play area or the picnic shelter/restroom pavilion structure. Metro Local Share funds will also combine with NCPRD funds to potentially leverage grant funding currently under review.

Scope and Outcomes [top](#)

Scope of work (See section 9 in Handbook)

#	Schedule	Specific tasks	Responsible party
1.	May 17, 2023	Set guaranteed maximum price for construction of the library	Clackamas County
2.	Summer 2023	Set guaranteed maximum price for construction of the park, shared spaces and community center; Obtain building permits (park, community center, library), prepare play area construction documents	Clackamas County in Partnership with NCPRD
3.	Fall 2023	Construction start (library)	Clackamas County
4.	January 1, 2024	Obtain building permits (play area)	Clackamas County in Partnership with NCPRD
5.	May 2024- Sept 2024	Construction start (park, play area, community center upgrades)	Clackamas County in Partnership with NCPRD
6.	Winter 2024	Construction completion – open to public!	Clackamas County in Partnership with NCPRD
7.			
8.			
9.			

Tracking outcomes

#	GOALS	OUTCOMES	DATA COLLECTION METHOD
1.	Overall	NCPRD will track public engagement, community	

feedback, costs, timeline, alignment with existing priorities, and alignment with tracking and reporting outcomes identified in the IGA.

2. Selected local share criteria

N CPRD believes that this project will meet the following local share criteria:

1. Improves critical infrastructure to ensure that parks are safe and welcoming.
2. Improves accessibility and inclusiveness of developed parks.
3. Improves the visitor experience by investing in new or existing park amenities.
4. Improves the efficiency and effectiveness of operations and maintenance of developed parks.
5. Provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit.

N CPRD will work with consultants and contractors to ensure the project meets local share program criteria throughout the project. Planning and Development staff will work with consultants to incorporate local share criteria into the project as themes. N CPRD's goal is to meet as many local share program criteria as possible, and ensure that we meet the five we have identified here.

Meet as many local share program criteria as possible with a minimum of one.

N CPRD will track, measure and evaluate this project's success at meeting selected local share criteria in the following ways:

1. The current park infrastructure at the Concord Property is old and may not be welcoming to our community in the way that the new play area and park amenities will be. N CPRD will work with our consultants throughout the design and construction to make sure that the community feels that the proposed play area, restroom and picnic shelter is safe and welcoming to them.
2. The new play area is based on inclusive play principles and will go beyond the design of N CPRD's other play areas and many other play areas in the area. The access paths throughout the park and to the nature play area will provide new access that isn't yet available through the developed property grounds. N CPRD will ensure they are fully accessible and will work with community members that have limited mobility to review and ensure that we have met these goals after construction of the new paths, play area, restroom and picnic shelter.
3. The existing Concord Property amenities were developed in stages from 1936, when the school was built, to 1990 when the playground was completed. The amenities are outdated in not meeting today's goals and standards and are not providing a fully accessible park. N CPRD will provide a value to community members by redeveloping these new park amenities that provide access to all. N CPRD will provide Metro with information on how this new park provides more and better visitor experiences by providing Level of Service maps and data that shows how the park better fills the community need and fills gaps in service. N CPRD's upcoming system plan work will create performance measures to track this measureable.
4. The use of durable, sustainable materials, locally sourced where possible, will improve the efficiency and effectiveness of operations and maintenance within the park, potentially reducing the cost of routine maintenance. For example, N CPRD will be using rollable surfaces throughout the play area that do not require as much maintenance as engineered wood fiber. N CPRD will be able to track how much maintenance staff spend at the park through hours and costs spent on the park through purchases of regular and long-term maintenance items.
5. N CPRD will provide mapping and analysis that shows that this project provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit. Currently there are no playgrounds within the McLoughlin Corridor, and this will be the first nature play area that will have proximate bike access from the Park

Avenue MAX light rail station and bus stops on Oatfield Rd and McLoughlin Blvd. NCPRD will survey users at the grand opening to see how they accessed the park on that day. Additionally, NCPRD will ensure that we meet the tree planting goal for the site, bringing more access to nature to a park that is mostly devoid of nature, and provide the total tree and plant count to Metro at completion of this project. Currently, there are 12 non-native trees and some overgrown shrubs planted at the foundation of the Concord building. It is a goal of the project to expand the native planting scheme and increase the tree canopy throughout the park. Planting over 140 new native and adapted trees will significantly increase the number of trees in park lands within the Oak Lodge neighborhood.

<p>3. Meaningful engagement</p>	<p>Alignment with community engagement and racial equity criteria.</p> <p>Project-specific community engagement will be designed based on NCPRD practices and the meaningful engagement criteria in the bond. NCPRD staff will work with Metro to identify specific goals and outcomes for engagement that will be identified in the IGA.</p> <p>Progress will be reported back to the community at each phase of the project through engagement summaries, reports to the District Advisory Committee, updates on social media, the project webpage, and newsletters.</p>	<p>Meet all community engagement and racial equity bond criteria.</p>	<p>NCPRD will track the engagement of community members at each of the events that we host throughout the final design and construction, who has attended our events, what their feedback was, and how it has affected the design of the play area (and the full community park project). NCPRD will review comments that are received through online methods of communication (social media posts, emails, ect). Progress will be reported back to the community at each phase of the project through engagement summaries, reports to the District Advisory Committee and Board of Directors, updates on social media, project webpage and newsletters.</p>
<p>4. Climate resiliency</p>	<p>It is NCPRD's goal to meet the applicable climate resiliency bond criteria.</p> <p>Vegetative cooling in the form of expanded tree canopy and understory, plant diversity, stormwater facilities and restored urban ecosystems in the community park will provide additional climate benefits such as carbon storage and sequestration, improved air quality, pocket spaces of beauty and respite, habitat for birds and other wildlife, economic value, and overall human and biotic resilience.</p>	<p>Meet as many climate resiliency criteria as possible with a minimum of one.</p>	<p>Themes will be audited at the beginning and end of each project phase to help ensure that climate resiliency criteria remain central to the project as it moves forward.</p>

NCPRD will increase tree canopy on the Concord Property in support of urban heat island mitigation and energy conservation.

As part of the overall community park project, NCPRD will support higher water quality on-site with bioswales and infiltration planters and maintain and protect them per local regulations and standards. Infiltration and stormwater management will help improve watershed health as well as reduce heat island effects, and cool surface temperatures.

5. COBID contract utilization and workforce diversity	Alignment with Tier 1 of Local Share Program equity in contracting criteria.	NCPRD will encourage workforce diversity to the greatest extent to the existing CM/GC contract with special attention to the subcontractors that bid on the play area construction. In addition, P&C Construction will be submitting certified payroll reports and records for subcontractors per Bureau of Labor and Industries reporting requirements.	Workforce diversity tracking using certified payroll.
6.			
7.			
8.			
9.			
10.			

Document Uploads [top](#)

Documents Requested *	Required? Attached Documents *
If an engagement plan was developed for this project, please upload.	
For capital projects that are not acquisitions, upload project plan/design materials.	
If you have prepared a full project budget, please upload.	
If you have prepared a detailed scope of work, please upload.	
OPTIONAL: If you have additional or supplemental information that falls outside of the standard document request, please upload.	
Please attach a project map	<input checked="" type="checkbox"/> NCPRD-CONCORD Dropbox link

* ZoomGrants™ is not responsible for the content of uploaded documents.

Concord Community Park - Vicinity Map

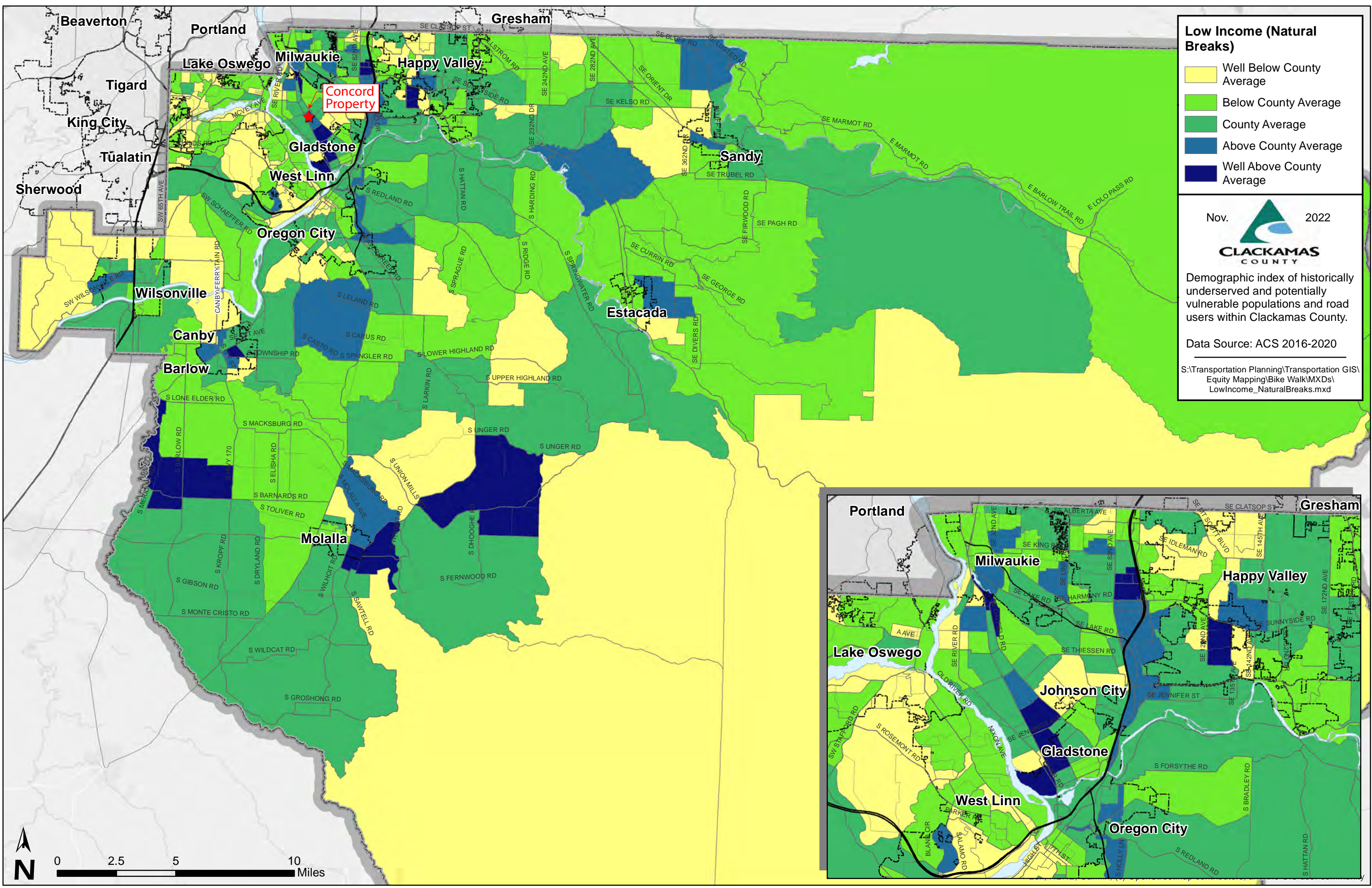


N CPRD DISTRICT MAP



LEGEND


- N CPRD owned and/or managed facilities
- N CPRD owned and/or managed sites
- Non-N CPRD owned and/or managed sites
- N CPRD boundary
- Existing multi-use trail
- Existing pedestrian trail



Low Income (Natural Breaks)

- Well Below County Average
- Below County Average
- County Average
- Above County Average
- Well Above County Average

Nov. 2022

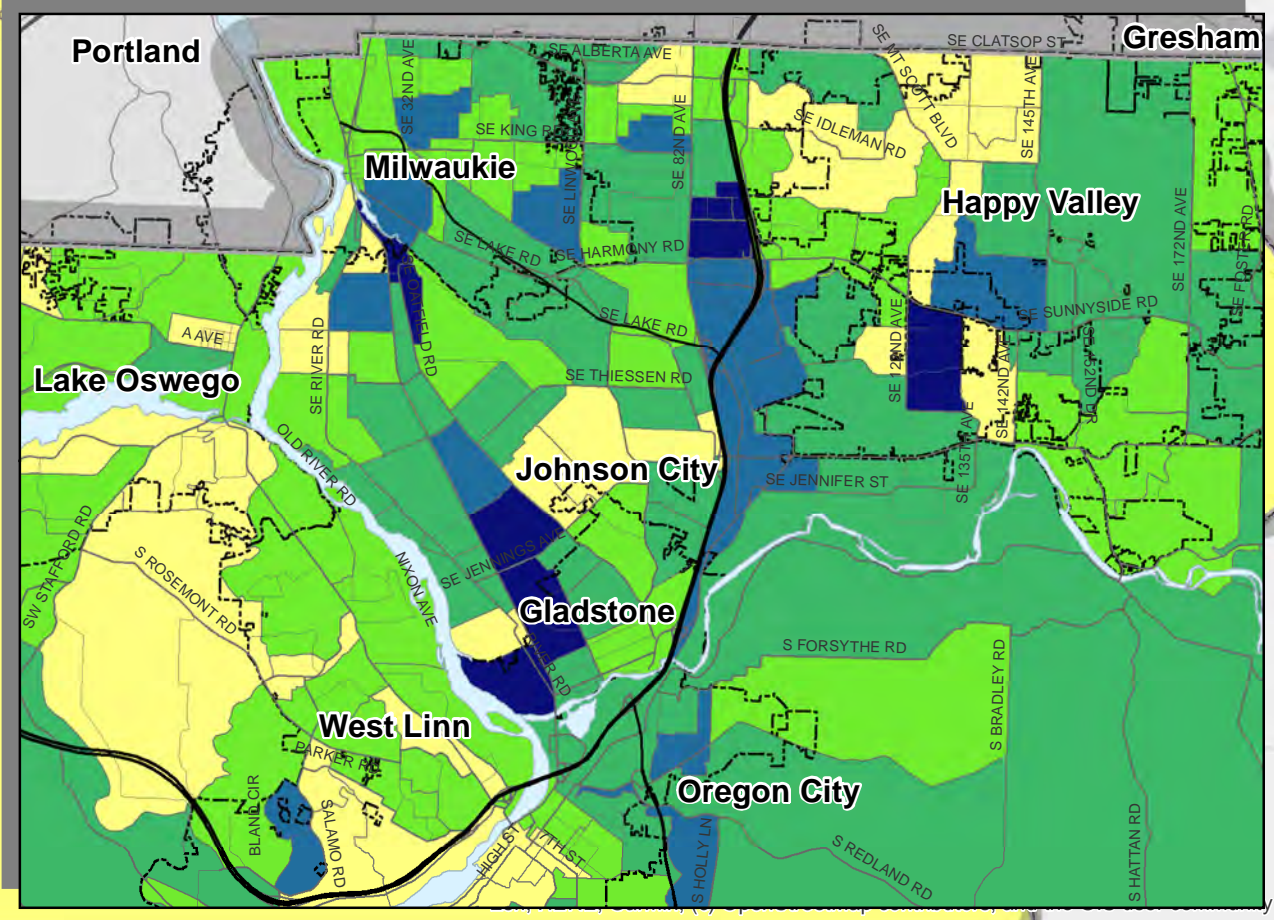
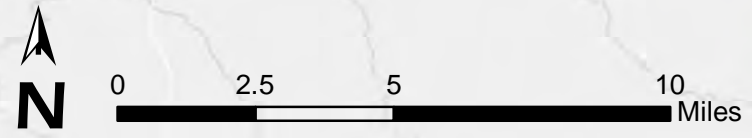


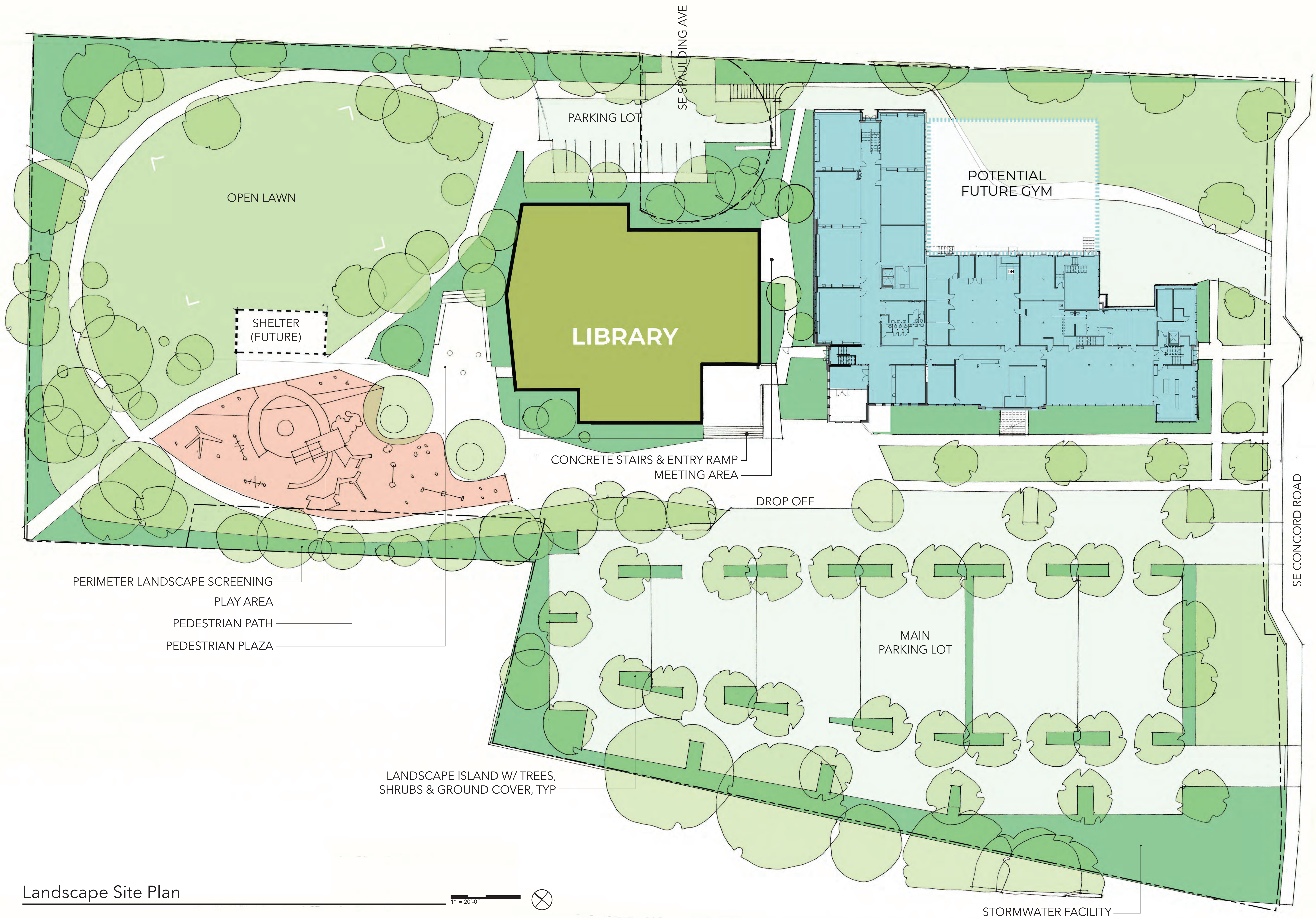
CLACKAMAS COUNTY

Demographic index of historically underserved and potentially vulnerable populations and road users within Clackamas County.

Data Source: ACS 2016-2020

S:\Transportation Planning\Transportation GIS\Equity Mapping\Bike Walk\MXD\LowIncome_NaturalBreaks.mxd



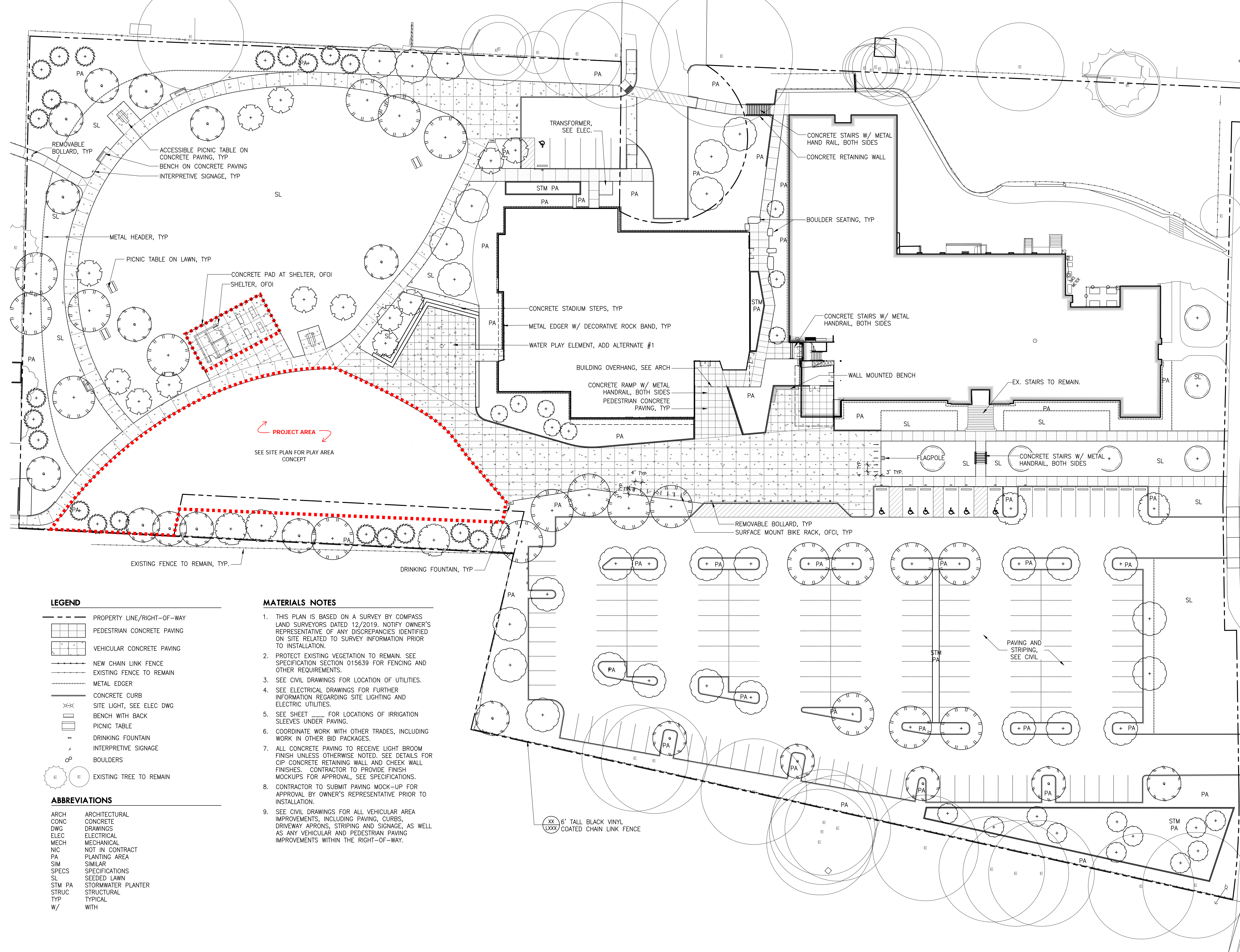


Landscape Site Plan

1" = 20'-0"



STORMWATER FACILITY



LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- PEDESTRIAN CONCRETE PAVING
- VEHICULAR CONCRETE PAVING
- NEW CHAIN LINK FENCE
- EXISTING FENCE TO REMAIN
- METAL EDGER
- CONCRETE CURB
- SITE LIGHT, SEE ELEC DWG
- BENCH WITH BACK
- PICNIC TABLE
- DRINKING FOUNTAIN
- INTERPRETIVE SIGNAGE
- BOULDERS
- EXISTING TREE TO REMAIN

ABBREVIATIONS

- | | |
|--------|--------------------|
| ARCH | ARCHITECTURAL |
| CONC | CONCRETE |
| DWG | DRAWINGS |
| ELEC | ELECTRICAL |
| MECH | MECHANICAL |
| NIC | NOT IN CONTRACT |
| PA | PLANTING AREA |
| SIM | SIMILAR |
| SPECS | SPECIFICATIONS |
| SL | SEEDED LAWN |
| STM PA | STORMWATER PLANTER |
| STRUC | STRUCTURAL |
| TYP | TYPICAL |
| W/ | WITH |

MATERIALS NOTES

1. THIS PLAN IS BASED ON A SURVEY BY COMPASS LAND SURVEYORS DATED 12/2019. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IDENTIFIED ON SITE RELATED TO SURVEY INFORMATION PRIOR TO INSTALLATION.
2. PROTECT EXISTING VEGETATION TO REMAIN. SEE SPECIFICATION SECTION 015639 FOR FENCING AND OTHER REQUIREMENTS.
3. SEE CIVIL DRAWINGS FOR LOCATION OF UTILITIES.
4. SEE ELECTRICAL DRAWINGS FOR FURTHER INFORMATION REGARDING SITE LIGHTING AND ELECTRIC UTILITIES.
5. SEE SHEET _____ FOR LOCATIONS OF IRRIGATION SLEEVES UNDER PAVING.
6. COORDINATE WORK WITH OTHER TRADES, INCLUDING WORK IN OTHER BID PACKAGES.
7. ALL CONCRETE PAVING TO RECEIVE LIGHT BROOM FINISH UNLESS OTHERWISE NOTED. SEE DETAILS FOR CIP CONCRETE RETAINING WALL AND CHEEK WALL FINISHES. CONTRACTOR TO PROVIDE FINISH MOCKUPS FOR APPROVAL. SEE SPECIFICATIONS.
8. CONTRACTOR TO SUBMIT PAVING MOCK-UP FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
9. SEE CIVIL DRAWINGS FOR ALL VEHICULAR AREA IMPROVEMENTS, INCLUDING PAVING, CURBS, DRIVEWAY APRONS, STRIPING AND SIGNAGE, AS WELL AS ANY VEHICULAR AND PEDESTRIAN PAVING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.

Revisions to Sheet

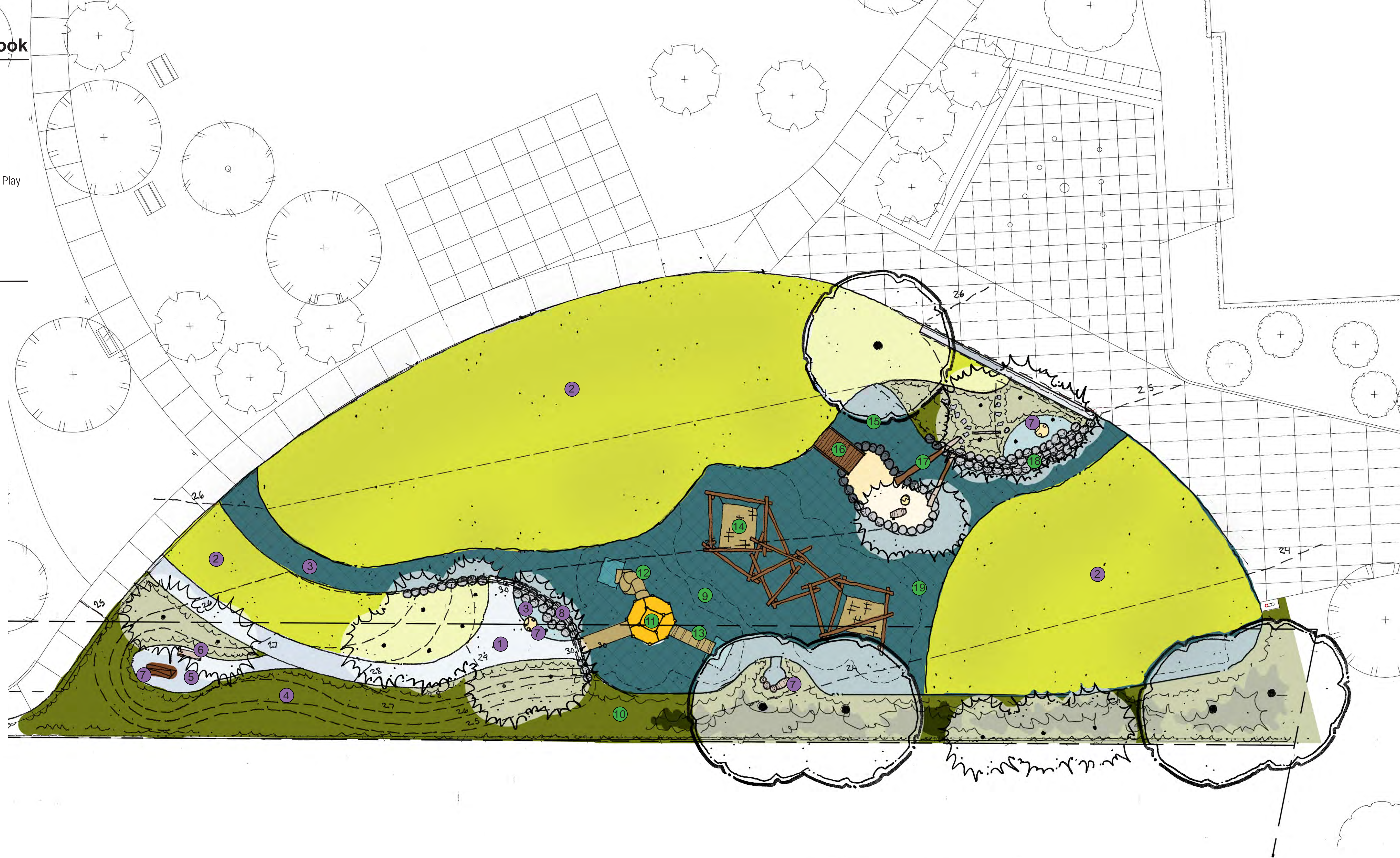
No.	Revision	Date

Play Hills & Overlook

- ① ADA Concrete Path
- ② Lawn
- ③ Playground Surfacing
- ④ Low Planting
- ⑤ Quiet Overlook
- ⑥ Bench
- ⑦ Sensory or Imaginative Nature Play Features
- ⑧ Boulder Scramble

Physical Play

- ⑨ Playground Surfacing
- ⑩ Low Planting
- ⑪ ADA Access Two Level Tower with Bridge
- ⑫ Twisty Slide
- ⑬ Roller Slide
- ⑭ Log Climber with Nets
- ⑮ New Tree (Typ 26)
- ⑯ Ramp
- ⑰ Balance Logs
- ⑱ Boulder Scramble
- ⑲ Use Zone



Play Hills & Overlook

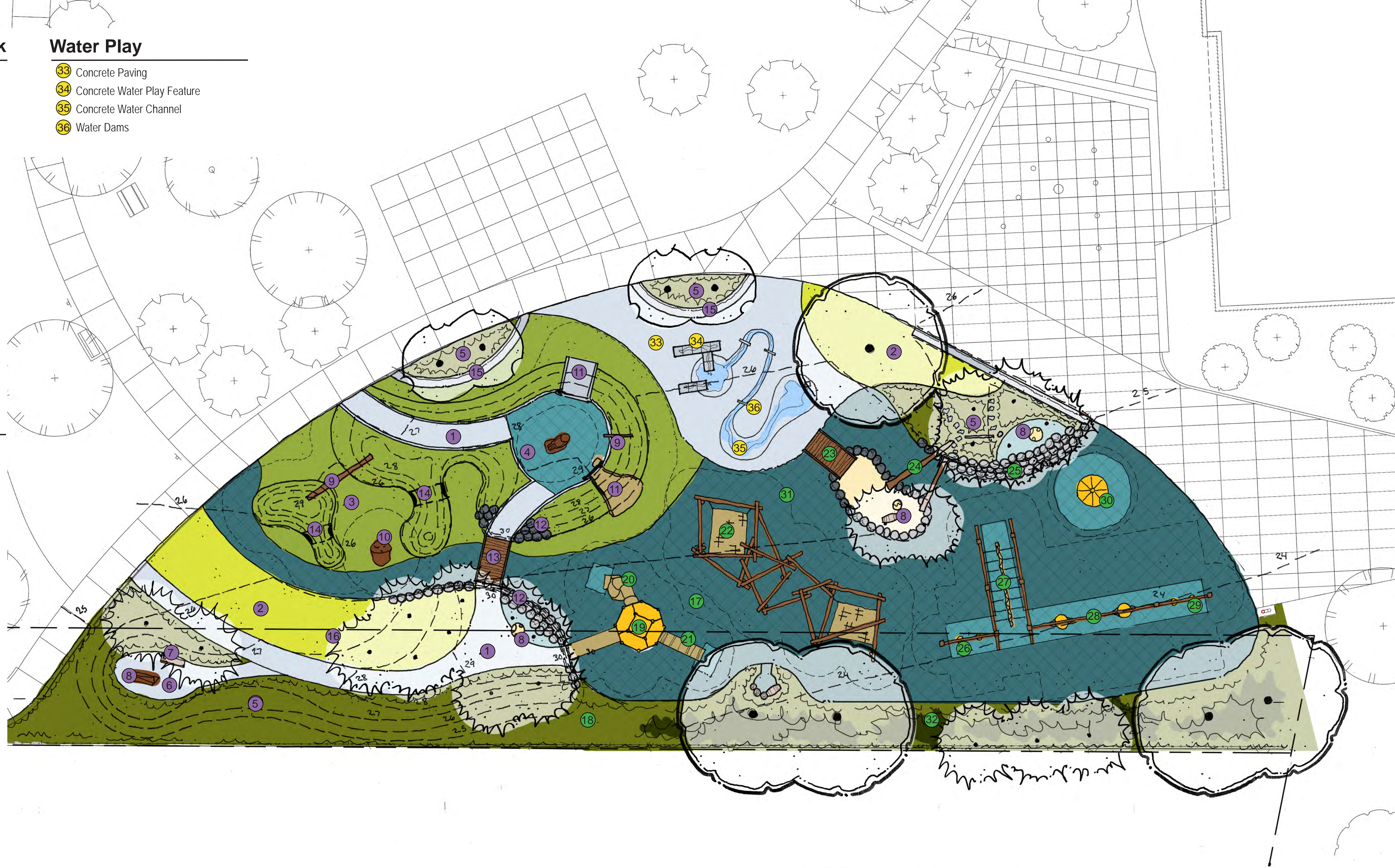
- 1 ADA Concrete Path
- 2 Lawn
- 3 Playground Turf Surfacing
- 4 Playground Surfacing
- 5 Low Planting
- 6 Quiet Overlook
- 7 Bench
- 8 Sensory or Imaginative Nature Play Features
- 9 Balance Logs
- 10 Small Nature Themed Climber
- 11 Slide
- 12 Boulder Scramble
- 13 Bridge
- 14 Tunnel
- 15 Concrete Seat Walls
- 16 New Tree (Typ 30)

Water Play

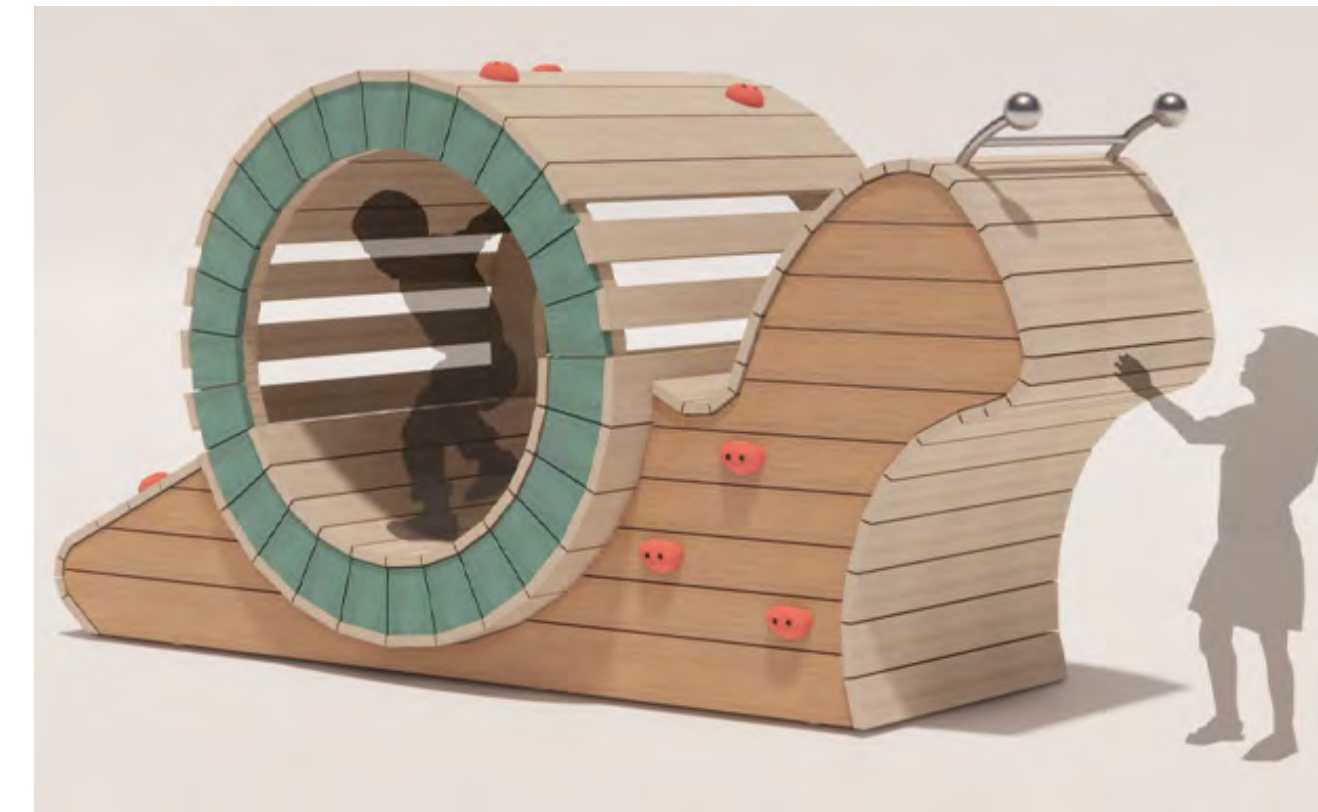
- 33 Concrete Paving
- 34 Concrete Water Play Feature
- 35 Concrete Water Channel
- 36 Water Dams

Physical Play

- 17 Playground Surfacing
- 18 Low Planting
- 19 ADA Access Two Level Tower with Bridge
- 20 Twisty Slide
- 21 Roller Slide
- 22 Log Climber with Nets
- 23 Ramp
- 24 Balance Logs
- 25 Boulder Scramble
- 26 2 Toddler Bucket Swings
- 27 Big Rope Swing
- 28 2 Nest Swings
- 29 2 Belt Swings
- 30 Inclusive Spinner
- 31 Use Zone
- 32 Screening Planting



Hills, Slides & Small Climbing Features



Future Phase Concept Photos: Concord Nature Playscape

North Clackamas Parks and Recreation District

April, 2023



Water Play, Swings & Spinner

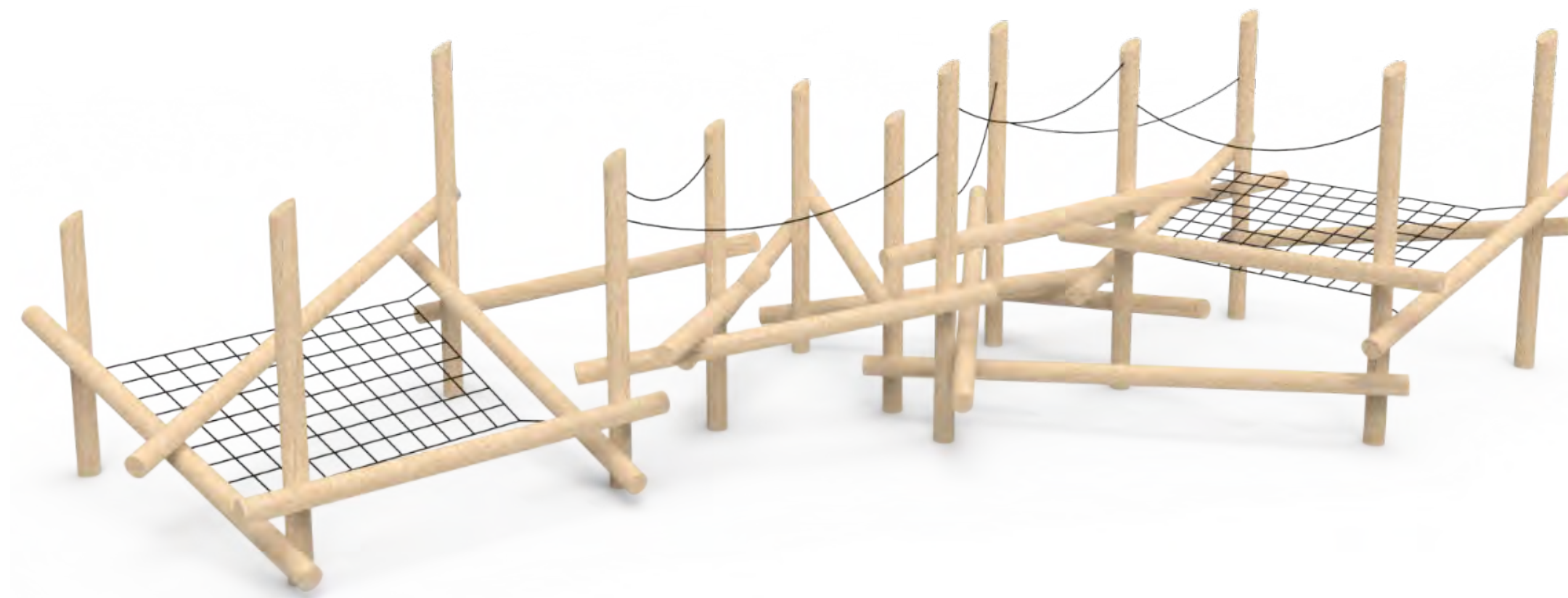


Future Phase Concept Photos: Concord Nature Playscape

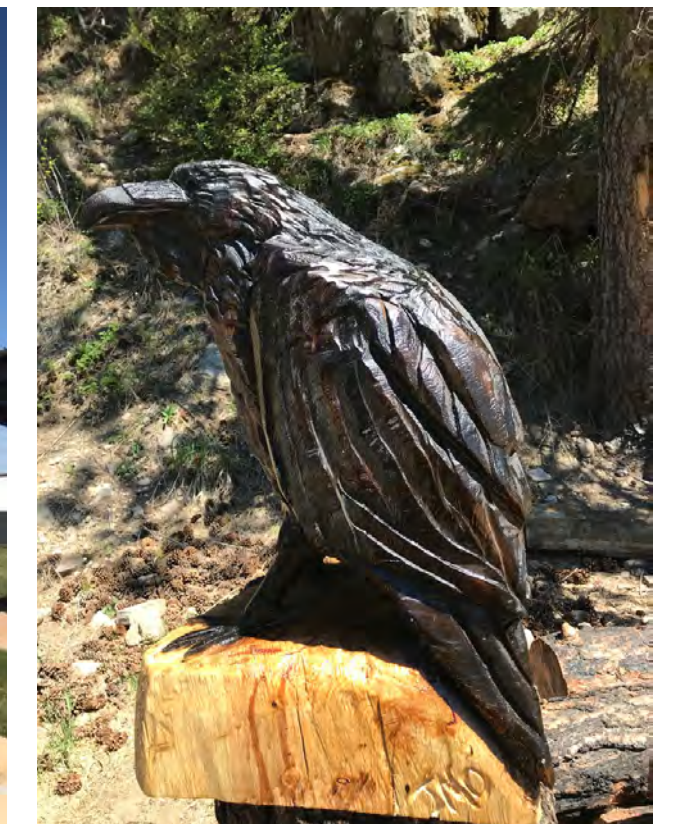
North Clackamas Parks and Recreation District

April, 2023





Whimsical Nature Features



Phase 1 Concept Photos: Concord Nature Playscape

North Clackamas Parks and Recreation District

April, 2023

