



Administration Office  
503/645-6433  
Fax 503/629-6301

**Board of Directors Regular Meeting  
Wednesday, June 15, 2022**

**5:30 pm Executive Session  
7:00 pm Regular Meeting**

**AGENDA**

1. Executive Session\*
  - A. Personnel
2. Call Regular Meeting to Order
3. Action Resulting from Executive Session
4. Election of Officers for Fiscal Year 2022/23
5. Proclamations
  - A. [Juneteenth](#)
  - B. [Parks and Recreation Month \(July\)](#)
6. [Presentation: Metro Parks & Nature Levy Renewal](#)
7. [Budget Hearing: Resolution Adopting the Fiscal Year 2022/23 Budget, Levying Taxes, and Making Appropriations](#)
  - A. Open Hearing
  - B. Staff Report
  - C. Public Comment\*\*
  - D. Board Discussion
  - E. Close Hearing
  - F. Board Action
8. Audience Time\*\*
9. Board Time
10. Consent Agenda\*\*\*
  - A. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)
  - B. [Approve: Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Local Share Program](#)
  - C. [Approve: Intergovernmental Agreement with Washington County for Coronavirus State Fiscal Recovery Fund Grant Washington County Park Restroom Improvements](#)
  - D. [Ratify: Collective Bargaining Agreement](#)
11. New Business
  - A. [Approve: Resolution Appointing Audit Committee Member](#)
12. Adjourn

**The THPRD Board of Director's June 15, 2022 Regular Meeting will be conducted electronically. Live streaming of this meeting will be available at <https://youtu.be/MGmtFIHsZlw> and also posted on the district's website at [www.thprd.org](http://www.thprd.org)**

**\*Executive Session:** Executive Sessions are permitted under the authority of ORS 192.660. Copies of the statute are available at the offices of Tualatin Hills Park & Recreation District.

**\*\* Audience Time / Public Comment:** Testimony is being accepted for this meeting via email (written) or virtually via MS Teams (spoken).

If you wish to submit written testimony via email, please do so by 3 pm the day of the meeting to [boardofdirectors@thprd.org](mailto:boardofdirectors@thprd.org). Testimony received by the deadline will be read into the record during the applicable agenda item, or Audience Time, with a 3-minute time limit. Testimony received regarding work session topics will be read during Audience Time.

If you wish to speak during the virtual meeting, please sign up by emailing [boardofdirectors@thprd.org](mailto:boardofdirectors@thprd.org) by 3 pm the day of the meeting with your name, email address, phone number and testimony topic. You will be provided additional instructions and a link to access the meeting. Testimony will be taken with a 3-minute time limit during the applicable agenda item, or Audience Time. Testimony received regarding work session topics will be taken during Audience Time.

**\*\*\*Consent Agenda:** Testimony regarding an item on the Consent Agenda will be heard under Audience Time. Consent Agenda items will be approved without discussion unless there is a board member request to discuss a particular Consent Agenda item. The issue separately discussed will be voted on separately.

In compliance with the Americans with Disabilities Act (ADA), this material in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



# MEMORANDUM

**DATE:** June 9, 2022  
**TO:** Board of Directors  
**FROM:** Doug Menke, General Manager  
**RE:** Information Regarding the June 15, 2022 Board of Directors Meeting

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## **Agenda Item #4 – Election of Officers for Fiscal Year 2022/23**

Board President Tya Ping will lead the process in the election of officers for fiscal year 2022/23, effective July 1, 2022. Seats to be elected are president, secretary, and secretary pro-tempore.

## **Agenda Item #5 – Proclamations**

### **A. [Juneteenth](#)**

Attached please find a proclamation declaring June 19, 2022 as Juneteenth.

### **B. [Parks and Recreation Month](#)**

Attached please find a proclamation declaring July as Parks and Recreation Month.

## **Agenda Item #6 – [Presentation: Metro Parks & Nature Levy Renewal](#)**

Attached please find a memo announcing that representatives from Metro will be at your meeting to provide a brief update on Metro's parks and nature work.

## **Agenda Item #7 – [Budget Hearing: Resolution Adopting the Fiscal Year 2022/23 Budget, Levying Taxes and Making Appropriations](#)**

Enclosed please find a memo outlining the process for the budget hearing to adopt the Fiscal Year 2022/23 Budget.

**Action Requested:** Board of directors' approval of Resolution 2022-07 to adopt the 2022/23 budget, levy ad valorem taxes, and make appropriations.

## **Agenda Item #10 – Consent Agenda**

Attached please find the following consent agenda items for your review and approval:

- A. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)**
- B. [Approve: Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Local Share Program](#)**
- C. [Approve: Intergovernmental Agreement with Washington County for Coronavirus State Fiscal Recovery Fund Grant Washington County Park Restroom Improvements](#)**
- D. [Ratify: Collective Bargaining Agreement](#)**

## **Agenda Item #11 – New Business**

### **A. [Resolution Appointing Audit Committee Member](#)**

Attached please find a memo requesting board appointment of an audit committee member.

**Action Requested:** Board of directors' approval of Resolution No. 2022-09, Appointing \_\_\_\_\_ to the district's Audit Committee for a term of two years.



## TUALATIN HILLS PARK & RECREATION DISTRICT

### PROCLAMATION

By the Board of Directors

**WHEREAS**, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, that established that all enslaved people in Confederate states in rebellion against the Union “shall be then,...forever free”; and

**WHEREAS**, the 13<sup>th</sup> Amendment formally abolished slavery in the entire United States, and was signed by President Lincoln on February 1, 1865, and ratified by a sufficient number of states on December 6, 1865, ensuring that, “Neither slavery nor involuntary servitude,...shall exist within the United States,”; and

**WHEREAS**, in reality the Emancipation Proclamation did not instantly free any enslaved people, and the proclamation only applied to places under Confederate control and not to slave-holding border states or rebel areas under Union control; and

**WHEREAS**, Juneteenth, short for “June Nineteenth”, marks the day in 1865 when federal troops arrived in Galveston, Texas, to take control of the state and to ensure that all enslaved people be freed – a full two plus years after the Emancipation Proclamation; and

**WHEREAS**, in reality the work to abolish slavery took decades and there are documented instances of Black Americans continuing to be enslaved into the 1900’s; and

**WHEREAS**, a century and half later, June 19th has a special meaning to Black Americans, and is recognized as the oldest nationally celebrated commemoration of the ending of slavery in the U.S.; and

**WHEREAS**, Juneteenth commemorates freedom for Black Americans; and

**WHEREAS**, THPRD recognizes that Juneteenth is an important day for Black Americans, and for the nation, and is a part of our history; and

**WHEREAS**, THPRD recognizes the lasting legacies of systemic racism and oppression and how they are still impacting people’s lives today; and

**WHEREAS**, the contributions, stories, and experiences of Black Americans are historically marginalized and minimized highlighted by the fact many are unaware the atrocities and lasting legacy of slavery continued for decades after it was outlawed; and

**WHEREAS**, THPRD respects and acknowledges this day as a reminder of the work that’s been done to tear down systems of oppression, and the reality that it is imperative the work continue because we still have a long way to go; and

**WHEREAS**, Juneteenth is an occasion to recognize and further disrupt THPRD’s role in

longstanding systemic racism, to take responsibility in creating a more just, welcoming, and inclusive park district and to uphold the values of advancing racial equity;

**NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare June 19, 2022 as**

## **Juneteenth**

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 15<sup>th</sup> day of June, 2022.

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Tya Ping, President

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Heidi Edwards, Secretary



## TUALATIN HILLS PARK & RECREATION DISTRICT

### PROCLAMATION

By the Board of Directors

**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, and voters felt so strongly about the importance of parks and recreation that they voted in 1955 to establish the Tualatin Hills Park & Recreation District to provide dedicated parks and recreation services; and

**WHEREAS**, our parks and recreation are vitally important to our quality of life, ensuring our health and wellness, and contributing to our economic and environmental well-being; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for people experiencing disabilities, and improve our mental, emotional and physical health; and

**WHEREAS**, parks and recreation programs are fundamental to the environmental well-being of our community; and

**WHEREAS**, parks and recreation programs provide the opportunity to build community and bring our incredibly diverse population together to share experiences, learn from each other, and build cross-cultural connections that strengthen the fabric of our community; and

**WHEREAS**, parks and natural recreation areas improve water quality, protect our natural habitats, improve the quality of the air we breathe, provide vegetative buffers, and preserve the ecological beauty of these areas for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month;

**NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of July 2022 as**

## **Parks and Recreation Month**

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 15<sup>th</sup> day of June, 2022.

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Tya Ping, President

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Heidi Edwards, Secretary



# MEMORANDUM

**DATE:** June 3, 2022  
**TO:** THPRD Board of Directors  
**FROM:** Doug Menke, General Manager  
**RE** **Metro Parks & Nature Levy Renewal**

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Metro representatives will be at the June 15, 2022, board of directors meeting to provide a brief update on Metro's parks and nature work including some recent highlights of the 2019 parks and nature bond and Metro parks and nature's local option levy, which allows Metro to continue protecting clean water, restoring fish and wildlife habitat, and connecting people with nature across 17,000 acres of parks, trails and natural areas. Set to expire in June 2023, the Metro Council is considering asking voters to renew the levy in 2022, which would make the funding available for five additional years without raising taxes. Continuing conversations with the board on this topic from a fall 2021 meeting, Metro staff can describe the impact of the current levy across the region as well as the timeline for potential renewal, answer any questions or address issues raised by the board, and discuss additional opportunities for members of the board to engage.



# MEMORANDUM

**DATE:** June 1, 2022  
**TO:** Doug Menke, General Manager  
**FROM:** Jared Isaksen, Finance Services Director/Chief Financial Officer  
**RE:** **Budget Hearing: Resolution Adopting the Fiscal Year 2022/23 Budget, Levying Taxes, and Making Appropriations**

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## **Introduction**

Annually the Board of Directors conducts a public budget hearing and adopts the coming year's district budget.

## **Background**

In accordance with Oregon Local Budget Law, the THPRD Board of Directors must conduct a public budget hearing on the [approved budget](#) prior to adopting the budget for the 2022/23 fiscal year. Also, in accordance with Oregon Local Budget Law, a notice of this hearing and a summary of the approved budget have been published.

## **Proposal Request**

After conducting a budget hearing, the board needs to adopt the budget, levy ad valorem taxes, and make appropriations of the 2022/23 fiscal year budget. The attached resolution takes these actions as required by Oregon Local Budget Law.

## **Outcomes of Proposal**

### **Adopt the Budget**

The budget, as approved by THPRD's Budget Committee, must be adopted by resolution no later than June 30, and needs to state the total amount of all budget requirements. After closing the budget hearing, the board may make limited adjustments to the approved budget prior to adoption, if necessary.

### **Levy Ad Valorem Taxes**

Local governments that use ad valorem property taxes to balance their budgets must declare the tax amount or tax rate by resolution. Property taxes are imposed for the tax year on the assessed value of all taxable property within the park district.

### **Make Appropriations**

The resolution includes a schedule of appropriations, based on the approved budget, which provides THPRD with the legal spending authority for the fiscal year.

## **Public Engagement**

The public has been invited to comment on the proposed budget. None have chosen to provide comment.

## **Action Requested**

Board of directors' approval of Resolution 2022-07 to adopt the 2022/23 budget, levy ad valorem taxes, and make appropriations.



# RESOLUTION NO. 2022-07

## TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

A RESOLUTION CONSISTENT WITH THE REQUIREMENTS OF ORS 294.456 APPROVING A BUDGET, MAKING APPROPRIATIONS, DETERMINING, MAKING, DECLARING, ITEMIZING AND CATEGORIZING THE AD VALOREM PROPERTY TAX AMOUNTS AND RATES TO BE CERTIFIED TO THE WASHINGTON COUNTY ASSESSOR FOR FISCAL YEAR 2022/23 FOR THE TUALATIN HILLS PARK & RECREATION DISTRICT

**WHEREAS**, the Tualatin Hills Park & Recreation District (THPRD) must, consistent with the requirements of the Oregon Local Budget Law (ORS 294.305 to 294.565) prepare and adopt an annual budget; and

**WHEREAS**, THPRD has complied with the procedures set out in Oregon’s Local Budget Law for preparing the budget, involving the public, estimating revenues, expenditures and proposed ad valorem property taxes and outlining the programs and services provided by THPRD.

**NOW THEREFORE, it is hereby resolved as follows:**

**Section 1. Budget Approved and Adopted.** The THPRD Board of Directors hereby approves and adopts a budget for Fiscal Year 2022/23 in a total amount of \$154,223,866. A copy of the budget will be kept on file in THPRD’s Administration Office and is incorporated by reference herein.

**Section 2. Levy of Taxes.** The THPRD Board of Directors hereby make the appropriations described in Section #3 below and determine, make and declare the ad valorem property tax amount provided for in the budget at the rate of \$1.3073 per \$1,000 of assessed value (AV) and a property tax of \$8,504,143 for bonded debt. Taxes are hereby imposed and categorized for Tax Year 2022/23 upon the assessed value of all taxable property within the boundaries of THPRD. The following allocations and categorization (subject to the limitations of OR. CONST. Article XI, Sec. 11b) make up the levy:

|                         | <b>Subject to the<br/>General Government<br/>Limitations</b> | <b>Excluded from<br/>Limitations</b> |
|-------------------------|--|--------------------------------------|
| <b>General Fund</b>     | \$1.3073 / \$1,000 AV  |                                      |
| <b>Bonded Debt Fund</b> |  | \$8,504,143                          |

**Section 3. Fiscal Year 2021/22 Appropriations.** The amounts for the fiscal year beginning July 1, 2022 and for the purposes shown below are hereby appropriated as follows:

**General Fund**

|                             |                            |
|-----------------------------|----------------------------|
| Board of Directors          | \$ 513,755                 |
| Administration              | \$12,563,467               |
| Park Services               | \$15,223,571               |
| Recreation Services         | \$27,208,537               |
| Capital Outlay              | \$17,513,781               |
| Transfer to Other Funds     | \$ 350,000                 |
| Capital Replacement Reserve | \$ 2,000,000               |
| Contingency                 | <u>\$ 8,304,273</u>        |
| <b>TOTAL APPROPRIATIONS</b> | <b><u>\$83,677,384</u></b> |

**Bonded Debt Fund**

|                             |                            |
|-----------------------------|----------------------------|
| Bond Debt Service Payments  | <u>\$ 8,406,550</u>        |
| <b>TOTAL APPROPRIATIONS</b> | <b><u>\$ 8,406,550</u></b> |

**Systems Development Charge Fund**

|                             |                            |
|-----------------------------|----------------------------|
| Materials and Services      | \$ 100,000                 |
| Capital Outlay              | \$50,435,099               |
| <b>TOTAL APPROPRIATIONS</b> | <b><u>\$50,535,099</u></b> |

**Maintenance Mitigation Fund**

|                             |                          |
|-----------------------------|--------------------------|
| Materials and Services      | <u>\$ 187,850</u>        |
| <b>TOTAL APPROPRIATIONS</b> | <b><u>\$ 187,850</u></b> |

**Metro Bond Local Share Capital Fund**

|                             |                            |
|-----------------------------|----------------------------|
| Capital Outlay              | <u>\$ 8,628,870</u>        |
| <b>TOTAL APPROPRIATIONS</b> | <b><u>\$ 8,628,870</u></b> |

**Bond Capital Projects Fund**

|                             |                            |
|-----------------------------|----------------------------|
| Capital Outlay              | <u>\$ 2,788,113</u>        |
| <b>TOTAL APPROPRIATIONS</b> | <b><u>\$ 2,788,113</u></b> |

**Section 4.** The Budget Officer, Jared Isaksen, is hereby authorized consistent with the terms of ORS 310.060 to certify to the Washington County Clerk and Washington County

Assessor the tax levy made by this resolution and shall file with the State Treasurer and the Division of Audits of the Secretary of State a true copy of the Budget as finally adopted.

**Section 5.** This resolution takes effect on July 1, 2022.

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BOARD OF DIRECTORS APPROVAL: June 15, 2022

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Tya Ping  
President

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Heidi Edwards  
Secretary

Adoption and date attested by:

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Jessica Collins  
Recording Secretary



# MEMORANDUM

**DATE:** May 17, 2022  
**TO:** Doug Menke, General Manager  
**FROM:** Aisha Panas, Park Services Director  
**RE:** **Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment**

### Introduction

Staff is seeking board approval of Resolution No. 2022-08, the System Development Charge (SDC) annual cost adjustment for 2022, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2022.

### Background

The board of directors approved a resolution implementing the SDC program on November 17, 1998. The resolution provided the board of directors with the method to annually adjust SDC rates. The current SDC methodology was adopted by board Resolution No. 2020-25 and the current SDC rates were adopted by board Resolution No. 2020-26. The updated methodology recommended the continued use of an inflationary adjustment factor based on the percentage change in land value within the district as shown by Washington County Tax Assessor records and the annual percentage change in construction costs as shown within the Engineering News Record (ENR) January Construction Cost Index for Seattle. Incorporated into the SDC Administrative Procedures Guide (SDC APG) approved by the board on January 14, 2021, section 4.B. of the SDC APG directs staff to recommend adjustments to SDC rates based on the following formula:

$$\begin{aligned} & \text{Change in Average Market Value} \times 0.50 \\ + & \text{Change in Construction Cost Index} \times 0.50 \\ = & \text{Parks and Recreation System Development Charge Adjustment Factor} \end{aligned}$$

The SDC APG directs staff to calculate rate adjustments on or about June 1<sup>st</sup> of each year to account for changes in the expected costs of debt service and of acquiring and constructing facilities.

THPRD's SDC consultant, Deborah Galardi of the Galardi Rothstein Group, has submitted information (see Attachment A) that provides the figures to be used to obtain the adjustment factor noted below:

| Annual Inflation Adjustment       |                     |               |
|-----------------------------------|---------------------|---------------|
| Cost Index                        | Weight <sup>1</sup> | % Increase    |
| Land <sup>2</sup>                 | 50%                 | +6.70%        |
| Development <sup>3</sup>          | 50%                 | +6.80%        |
| <b>Recommended SDC Adjustment</b> |                     | <b>+6.75%</b> |

<sup>1</sup>2020 SDC Methodology (Section 3.4.1 Inflationary Adjustments).

<sup>2</sup>Washington County Assessor's Office. Annual Increase average market value of undeveloped residential land within the District.

<sup>3</sup> Engineering News Record Construction Cost Index (Seattle), 12 month increase ending Jan 2022.

The following table shows the impact of implementing the annual adjustment index.

| <b>Tualatin Hills Park &amp; Recreation<br/>2022 System Development Charge Annual Adjustment - Implementation Analysis*</b> |                     |   |  |  |
|---|---------------------|---|--|--|
| <b>Category/Area</b>  | <b>Current SDCs</b> | <b>Index-Based Adjustment<sup>1</sup></b> | <b>Recommended New SDC Fee for FY2022/23</b> | <b>Recommended New Fee with Admin Charge<sup>2</sup></b> |
| <b>Districtwide - Residential</b>   |                     |   |  |  |
| Single Family Average   | \$11,489            | \$775                                     | \$12,264                                     | \$12,583   |
| SQ FT Category Basis  |                     |   |  |  |
| <1,500 SQ FT  | \$9,088             | \$613                                     | \$9,701                                      | \$9,954  |
| 1,500-2,500 SQ FT   | \$10,717            | \$723                                     | \$11,440                                     | \$11,738   |
| 2,501-3,500 SQ FT   | \$12,217            | \$825                                     | \$13,042                                     | \$13,381   |
| >3,500 SQ FT  | \$13,075            | \$883                                     | \$13,957                                     | \$14,320   |
| Multi-Family Residential  | \$8,616             | \$582                                     | \$9,198                                      | \$9,437  |
| Accessory Dwelling Unit (ADU)   | \$4,673             | \$315                                     | \$4,988                                      | \$5,118  |
| Senior Housing  | \$6,430             | \$434                                     | \$6,864                                      | \$7,043  |
| <b>North Bethany - Residential</b>  |                     |   |  |  |
| Single Family Average   | \$13,687            | \$924                                     | \$14,611                                     | \$14,991   |
| SQ FT Category Basis  |                     |   |  |  |
| <1,500 SQ FT  | \$10,827            | \$731                                     | \$11,558                                     | \$11,859   |
| 1,500-2,500 SQ FT   | \$12,768            | \$862                                     | \$13,630                                     | \$13,984   |
| 2,501-3,500 SQ FT   | \$14,556            | \$983                                     | \$15,538                                     | \$15,942   |
| >3,500 SQ FT  | \$15,577            | \$1,051                                   | \$16,629                                     | \$17,061   |
| Multi-Family Residential  | \$10,266            | \$693                                     | \$10,959                                     | \$11,243   |
| ADU   | \$5,567             | \$376                                     | \$5,943                                      | \$6,097  |
| Senior Housing  | \$7,661             | \$517                                     | \$8,178                                      | \$8,391  |
| <b>Non-Residential – All Areas</b>  |                     |   |  |  |
| New Employee  | \$538               | \$36                                      | \$574  | \$589  |

\*All figures are rounded to the nearest dollar

<sup>1</sup>Change in SDC fee due to +6.75% index-based adjustment applied

<sup>2</sup>City of Beaverton and Washington County Parks SDC administration charge (2.6%)

The district opted not to undertake an SDC adjustment in June 2021 because of the newly updated methodology and SDC rates. The district’s decision was based on the timing of implementing new rates, as the updated methodology was adopted by the board seven months prior, but also acknowledged concerns of the Home Builders Association during the 2020 SDC Methodology update on the impact of the fees on market rate housing development.

Staff’s recommended increase to SDC rates should be considered in the context of the rapid inflation seen at the regional and local level, leading to higher land acquisition and construction costs. Inflationary updates are needed to ensure the district has sufficient funding to continue delivering projects on THPRD’s 5-year SDC Capital Improvement Program project list, adopted by the board via Resolution No. 2022-05, and to ensure THPRD’s 20-year SDC Capital Project List, adopted by the board via Resolution No. 2020-27, continues to be fully funded.

**Proposal Request**

Staff is seeking board approval of Resolution No. 2022-08 to approve the System Development Charge annual cost adjustment for 2022, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2022.

**Outcomes of Proposal**

Annual adjustments to SDC rates are essential to ensuring THPRD is able to meet the parks and recreation needs of our district's growing population by funding the five- and 20-year SDC Capital Improvement Program projects that allow the district to achieve the level of service targets detailed within the adopted SDC methodology.

**Public Engagement**

Public engagement is not considered as a part of the annual SDC rate adjustment process; however, in the spirit of transparency, staff emailed a copy of the SDC rate adjustment proposal for 2022 to all parties on THPRD's SDC interested party list. The email included the district's timeline for taking the information to the board.

**Action Requested**

Staff is seeking board approval of Resolution No. 2022-08 to approve the System Development Charge annual cost adjustment for 2022, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2022.

**RESOLUTION NO. 2022-08**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TUALATIN HILLS PARK & RECREATION DISTRICT APPROVING SYSTEM  
DEVELOPMENT CHARGE ANNUAL COST ADJUSTMENT**

**WHEREAS**, the Tualatin Hills Park & Recreation District (THPRD) has by resolution (dated and signed November 17, 2998) adopted a System Development Charge (SDC) (hereinafter the “SDC Resolution”); and

**WHEREAS**, the THPRD board approved the SDC Administrative Procedures Guide (SDC APG) on January 13, 2021; and

**WHEREAS**, Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG provide for the annual adjustment of SDCs based on adopted cost indexes to account for changes in the costs of acquiring land and constructing park and recreation facilities; and

**WHEREAS**, the THPRD board adopted the current SDC methodology by Resolution No. 2020-25; and

**WHEREAS**, annual review of the district’s SDC rates in light of applicable cost indexes is appropriate at this time.

**NOW THEREFORE, the Tualatin Hills Park & Recreation District resolves:**

Section 1: Pursuant to Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG, the following SDC annual cost adjustment is hereby approved:

|                    |                                 |
|--------------------|---------------------------------|
| Land Value         | $6.70\% \times 0.50 = 3.35\%$   |
| Construction Costs | $+ 6.80\% \times 0.50 = 3.40\%$ |
|                    | <u>100% = 6.75%</u>             |

Section 2: The adjustment shall increase Tualatin Hills Park & Recreation District SDC fees using the SDC methodology set forth under Resolution No. 2020-25 as follows:

## RESOLUTION NO. 2022-08

### Tualatin Hills Park & Recreation District 2022 System Development Charge Annual Adjustment - Implementation Analysis

| Development Type                    | Persons<br>per Unit | Current SDC | Index-Based<br>SDC<br>Adjustment <sup>1</sup> | FY 2022/23<br>SDC <sup>2</sup> | FY 2022/23<br>SDC w/Admin<br>Charge <sup>3</sup> |
|-------------------------------------|---------------------|-------------|---|--------------------------------|--|
| <b>Residential \$/Dwelling Unit</b> |                     |             |   |                                |  |
| <b>District-Wide</b>                |                     |             |   |                                |  |
| <i>Single-Family</i>                |                     |             |   |                                |  |
| Class Average Basis                 | 2.68                | \$11,489    | \$775   | \$12,264                       | \$12,583   |
| SQ FT Category Basis                |                     |             |   |                                |  |
| <1,500 SQFT                         | 2.12                | \$9,088     | \$613   | \$9,701                        | \$9,954  |
| 1,500-2,500 SQFT                    | 2.50                | \$10,717    | \$723   | \$11,440                       | \$11,738   |
| 2,501-3,500 SQFT                    | 2.85                | \$12,217    | \$825   | \$13,042                       | \$13,381   |
| >3,500 SQFT                         | 3.05                | \$13,075    | \$883   | \$13,957                       | \$14,320   |
| <i>Multifamily</i>                  | 2.01                | \$8,616     | \$582   | \$9,198                        | \$9,437  |
| <b>North Bethany</b>                |                     |             |   |                                |  |
| <i>Single-Family</i>                |                     |             |   |                                |  |
| Class Average Basis                 | 2.68                | \$13,687    | \$924   | \$14,611                       | \$14,991   |
| SQ FT Category Basis                |                     |             |   |                                |  |
| <1,500 SQFT                         | 2.12                | \$10,827    | \$731   | \$11,558                       | \$11,859   |
| 1,500-2,500 SQFT                    | 2.50                | \$12,768    | \$862   | \$13,630                       | \$13,984   |
| 2,501-3,500 SQFT                    | 2.85                | \$14,556    | \$983   | \$15,538                       | \$15,942   |
| >3,500 SQFT                         | 3.05                | \$15,577    | \$1,051                                       | \$16,629                       | \$17,061   |
| <i>Multifamily</i>                  | 2.01                | \$10,266    | \$693   | \$10,959                       | \$11,243   |
| <b>Other Housing</b>                |                     |             |   |                                |  |
| <b>District-Wide</b>                |                     |             |   |                                |  |
| <i>Accessory Dwelling Units</i>     | 1.09                | \$4,673     | \$315   | \$4,988                        | \$5,118  |
| <i>Senior Housing</i>               | 1.50                | \$6,430     | \$434   | \$6,864                        | \$7,043  |
| <b>North Bethany</b>                |                     |             |   |                                |  |
| <i>Accessory Dwelling Units</i>     | 1.09                | \$5,567     | \$376   | \$5,943                        | \$6,097  |
| <i>Senior Housing</i>               | 1.50                | \$7,661     | \$517   | \$8,178                        | \$8,391  |
| <b>Nonresidential</b>               |                     |             |   |                                |  |
| Cost per Employee                   |                     | \$538       | \$36  | \$574                          | \$589  |

<sup>1</sup>All figures are rounded to the nearest dollar

<sup>2</sup>Includes compliance charge

<sup>3</sup>City and County administration charge (2.60%)

Section 3: The Fiscal Year (FY) 2022/23 SDC schedule attached as Attachment A to this Resolution is adopted.

Section 4: This resolution shall be effective September 1, 2022 to allow Washington County and the City of Beaverton time to implement the adjustment.



**RESOLUTION NO. 2022-08**

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 15<sup>th</sup> day of June 2022.

\_\_\_\_\_  
Tya Ping, President

\_\_\_\_\_  
Heidi Edwards, Secretary

ATTEST:

\_\_\_\_\_  
Jessica Collins, Recording Secretary

**RESOLUTION NO. 2022-08**

Attachment A

**SYSTEM DEVELOPMENT CHARGE  
Schedule of Fees  
Effective September 1, 2022**

Residential Fees

*FY2022/23 Residential SDC Schedule\**

| <b>Development Type</b>              | <b>Persons per Unit</b> | <b>SDC<sup>1</sup></b> | <b>SDC w/Admin Charge<sup>2</sup></b> |
|--------------------------------------|-------------------------|------------------------|---------------------------------------|
| <b>Residential \$/ Dwelling Unit</b> |                         |                        |                                       |
| <b>District-Wide</b>                 |                         |                        |                                       |
| <i>Single-Family</i>                 |                         |                        |                                       |
| Class Average Basis                  | 2.68                    | \$12,264               | \$12,583                              |
| SQ FT Category Basis                 |                         |                        |                                       |
| <1,500 SQFT                          | 2.12                    | \$9,701                | \$9,954                               |
| 1,500-2,500 SQFT                     | 2.50                    | \$11,440               | \$11,738                              |
| 2,501-3,500 SQFT                     | 2.85                    | \$13,042               | \$13,381                              |
| >3,500 SQFT                          | 3.05                    | \$13,957               | \$14,320                              |
| <i>Multifamily</i>                   | 2.01                    | \$9,198                | \$9,437                               |
| <b>North Bethany</b>                 |                         |                        |                                       |
| <i>Single-Family</i>                 |                         |                        |                                       |
| Class Average Basis                  | 2.68                    | \$14,611               | \$14,991                              |
| SQ FT Category Basis                 |                         |                        |                                       |
| <1,500 SQFT                          | 2.12                    | \$11,558               | \$11,859                              |
| 1,500-2,500 SQFT                     | 2.50                    | \$13,630               | \$13,984                              |
| 2,501-3,500 SQFT                     | 2.85                    | \$15,538               | \$15,942                              |
| >3,500 SQFT                          | 3.05                    | \$16,629               | \$17,061                              |
| <i>Multifamily</i>                   | 2.01                    | \$10,959               | \$11,243                              |
| <b>Other Housing</b>                 |                         |                        |                                       |
| <b>District-Wide</b>                 |                         |                        |                                       |
| <i>Accessory Dwelling Units</i>      | 1.09                    | \$4,988                | \$5,118                               |
| <i>Senior Housing</i>                | 1.50                    | \$6,864                | \$7,043                               |
| <b>North Bethany</b>                 |                         |                        |                                       |
| <i>Accessory Dwelling Units</i>      | 1.09                    | \$5,943                | \$6,097                               |
| <i>Senior Housing</i>                | 1.50                    | \$8,178                | \$8,391                               |

\*All figures are rounded to nearest dollar

<sup>1</sup>Includes compliance charge

<sup>2</sup>City and County administration charge (2.60%)

## RESOLUTION NO. 2022-08

### Non-Residential Fees

*FY2022/23 Non-Residential SDC Schedule\**

| Development Type                     | Unit            | TGSF/<br>Employee | Employees<br>/ Unit | FY2022/23 SDC |                                       |
|--------------------------------------|-----------------|-------------------|---------------------|---------------|---------------------------------------|
|                                      |                 |                   |                     | SDC           | SDC<br>w/Admin<br>Charge <sup>1</sup> |
| <b>SDC per Unit</b>                  | <i>Employee</i> |                   |                     | \$574         | \$589                                 |
| <b>District-Wide</b>                 |                 |                   |                     |               |                                       |
| Food Service                         | <i>TGSF</i>     | 200               | 5.00                | \$2,872       | \$2,946                               |
| Office, Financial Service, Utilities | <i>TGSF</i>     | 300               | 3.33                | \$1,914       | \$1,964                               |
| Retail, Industrial                   | <i>TGSF</i>     | 600               | 1.67                | \$958         | \$982                                 |
| Recreation, Church, Library          | <i>TGSF</i>     | 900               | 1.11                | \$638         | \$655                                 |
| Hardware, Paint, Furniture, Lumber   | <i>TGSF</i>     | 1,600             | 0.63                | \$359         | \$368                                 |
| Warehousing                          | <i>TGSF</i>     | 2,910             | 0.34                | \$197         | \$203                                 |
| <b>Special Categories</b>            |                 |                   |                     |               |                                       |
| College, Day Care                    | <i>Students</i> | n/a               | 0.17                | \$99          | \$102                                 |
| Hospital                             | <i>Beds</i>     | n/a               | 5.89                | \$3,382       | \$3,470                               |
| Golf Driving Range                   | <i>Tees</i>     | n/a               | 0.25                | \$141         | \$145                                 |
| Hotel/Motel                          | <i>Rooms</i>    | n/a               | 0.58                | \$335         | \$344                                 |
| Convenience Market with Fuel Pump    | <i>VFP</i>      | n/a               | 1.33                | \$761         | \$781                                 |
| Gas Station                          | <i>VFP</i>      | n/a               | 0.75                | \$433         | \$445                                 |

\*All figures are rounded to nearest dollar

TGSF = Thousand Gross Square Feet

<sup>1</sup>City and County administration charge (2.60%)



## Attachment A

May 23, 2022

Peter Swinton  
Tualatin Hills Park & Recreation District  
15707 SW Walker Road  
Beaverton, OR 97006

Subject: System Development Charge (SDC) Inflationary Adjustments for 2022

Dear Mr. Swinton:

Adopted via Tualatin Hills Park and Recreation District board Resolution No. 2020-25, the District's Parks System Development Changes Methodology (SDC methodology) includes the following guidance regarding the annual adjustment of the SDC rates based on changes in costs:

*As allowed by Oregon law, the District will annually update the SDCs by resolution based on application of cost indices. The SDC project list includes a combination of land acquisition and development costs; therefore, the District will use information published by the Washington County Assessor's Office and the Engineering News-Record (ENR) Seattle Construction Cost index to determine the annual inflationary adjustment. The inflationary adjustment will be based on the following formula:*

*Annual percent change in ENR Construction Cost index x percent of project list costs for development  
+ Annual percent change in land value within the District and the Metro Urban Growth Boundary x  
percent of project list costs for land acquisition  
= Parks and Recreation System Development Charge Adjustment Factor*

*The specific percentages attributable to land and development change over time as the SDC project list changes; therefore, the District intends to provide equal (50%/50%) weighting of the land and development indices; however, future modifications to the inflationary adjustment formula may be adopted through separate future resolution(s).*

*The District intends to base the adjustment on the ENR index published on or about January 1st of each year. Land costs will be based on the market value of undeveloped land, as reported by the Assessor's Office annually in the fall.<sup>1</sup>*

Table 1 provides the 2022 inflation adjustment, based on data provided by the Washington County Tax Assessor's office for 2021 and the ENR Construction Cost Index for Seattle as of January 2022. The land adjustment is 6.70 percent for property class 100, which is undeveloped residential land. This class represents the best proxy for the cost of land for parks. The Construction Cost Index increased by 6.80 percent for the 12 months ending January 2022. Application of the cost adjustment formula yields an overall adjustment factor of 6.75 percent.

<sup>1</sup> Parks System Development Charges, November 13, 2020, Section 3.41.

**Table 1***Annual Inflation Adjustment*

| Cost Index               | Weight <sup>1</sup> | % Increase |
|--------------------------|---------------------|------------|
| Land <sup>2</sup>        | 50%                 | 6.70%      |
| Development <sup>3</sup> | 50%                 | 6.80%      |
| Composite Increase       |                     | 6.75%      |

<sup>1</sup>2020 SDC Methodology (Section 3.4.1 Inflationary Adjustments).

<sup>2</sup>Washington County Assessor's Office. Annual Increase average market value of undeveloped residential land within the District.

<sup>3</sup>Engineering News Record Construction Cost Index (Seattle), 12 month increase ending Jan 2022.

Application of this adjustment factor produces the residential SDC schedule shown in Table 2. The District's adopted SDC methodology provides for both a uniform SDC per dwelling unit by type of unit, and a scaled SDC based on dwelling area size (as measured by square feet of living area). The inflation adjustment is applied to both sets of SDCs in Table 2.

**Table 2***Current and Inflation-Adjusted Residential SDC\**

| Development Type                | FY2021/22 SDC    |                             | FY2022/23 SDC <sup>3</sup> |                | \$ Change        |                             |
|---------------------------------|------------------|-----------------------------|----------------------------|----------------|------------------|-----------------------------|
|                                 | SDC <sup>1</sup> | w/Admin Charge <sup>2</sup> | SDC                        | w/Admin Charge | SDC <sup>3</sup> | w/Admin Charge <sup>2</sup> |
| <b>SDC per Dwelling Unit</b>    |                  |                             |                            |                |                  |                             |
| <b>District-Wide</b>            |                  |                             |                            |                |                  |                             |
| <i>Single-Family</i>            |                  |                             |                            |                |                  |                             |
| Class Average Basis             | \$11,489         | \$11,787                    | \$12,264                   | \$12,583       | \$775            | \$796                       |
| SQ FT Category Basis            |                  |                             |                            |                |                  |                             |
| <1,500 SQFT                     | \$9,088          | \$9,324                     | \$9,701                    | \$9,954        | \$613            | \$629                       |
| 1,500-2,500 SQFT                | \$10,717         | \$10,996                    | \$11,440                   | \$11,738       | \$723            | \$742                       |
| 2,501-3,500 SQFT                | \$12,217         | \$12,535                    | \$13,042                   | \$13,381       | \$825            | \$846                       |
| >3,500 SQFT                     | \$13,075         | \$13,415                    | \$13,957                   | \$14,320       | \$883            | \$905                       |
| <i>Multifamily</i>              | \$8,616          | \$8,840                     | \$9,198                    | \$9,437        | \$582            | \$597                       |
| <b>North Bethany</b>            |                  |                             |                            |                |                  |                             |
| <i>Single-Family</i>            |                  |                             |                            |                |                  |                             |
| Class Average Basis             | \$13,687         | \$14,043                    | \$14,611                   | \$14,991       | \$924            | \$948                       |
| SQ FT Category Basis            |                  |                             |                            |                |                  |                             |
| <1,500 SQFT                     | \$10,827         | \$11,109                    | \$11,558                   | \$11,859       | \$731            | \$750                       |
| 1,500-2,500 SQFT                | \$12,768         | \$13,100                    | \$13,630                   | \$13,984       | \$862            | \$884                       |
| 2,501-3,500 SQFT                | \$14,556         | \$14,934                    | \$15,538                   | \$15,942       | \$983            | \$1,008                     |
| >3,500 SQFT                     | \$15,577         | \$15,982                    | \$16,629                   | \$17,061       | \$1,051          | \$1,079                     |
| <i>Multifamily</i>              | \$10,266         | \$10,533                    | \$10,959                   | \$11,243       | \$693            | \$711                       |
| <b>District-Wide</b>            |                  |                             |                            |                |                  |                             |
| <i>Accessory Dwelling Units</i> | \$4,673          | \$4,794                     | \$4,988                    | \$5,118        | \$315            | \$324                       |
| <i>Senior Housing</i>           | \$6,430          | \$6,597                     | \$6,864                    | \$7,043        | \$434            | \$445                       |
| <b>North Bethany</b>            |                  |                             |                            |                |                  |                             |
| <i>Accessory Dwelling Units</i> | \$5,567          | \$5,712                     | \$5,943                    | \$6,097        | \$376            | \$386                       |
| <i>Senior Housing</i>           | \$7,661          | \$7,860                     | \$8,178                    | \$8,391        | \$517            | \$531                       |

\*All figures are rounded to nearest dollar

<sup>1</sup>THPRD Fiscal Year 2021/22 System Development Charge Fee Schedule

<sup>2</sup>City and County administration charge (2.60%)

<sup>3</sup>Adjusted for inflation per Table 1

Application of the inflation adjustment to nonresidential SDCs is provided in Table 3. Per Resolution No 2020-26, the nonresidential SDCs determined by the 2020 SDC methodology are to be phased in over a two-year period. The first-year increase was effective February 1, 2021, and the second-year increase became effective on February 1, 2022. The fiscal year 2022/23 SDCs shown in Table 3 represent the full implementation of the nonresidential SDCs, adjusted for 2022 inflation.

**Table 3***FY2021/22 and Inflation-Adjusted Non-Residential SDC\**

| Development Type                     | Unit            | TGSF/<br>Employee | Employees/<br>Unit | FY2021/22 (Full SDC) <sup>1</sup> |                                       | FY2022/23 SDC <sup>3</sup> |                          | \$ Change |                          |
|--------------------------------------|-----------------|-------------------|--------------------|-----------------------------------|---------------------------------------|----------------------------|--------------------------|-----------|--------------------------|
|                                      |                 |                   |                    | SDC                               | SDC<br>w/Admin<br>Charge <sup>2</sup> | SDC                        | SDC<br>w/Admin<br>Charge | SDC       | SDC<br>w/Admin<br>Charge |
| <b>SDC per Unit</b>                  |                 |                   |                    | \$538                             | \$552                                 | \$574                      | \$589                    | \$36      | \$37                     |
| <b>District-Wide</b>                 |                 |                   |                    |                                   |                                       |                            |                          |           |                          |
| Food Service                         | <i>TGSF</i>     | 200               | 5.00               | \$2,690                           | \$2,760                               | \$2,872                    | \$2,946                  | \$182     | \$186                    |
| Office, Financial Service, Utilities | <i>TGSF</i>     | 300               | 3.33               | \$1,793                           | \$1,840                               | \$1,914                    | \$1,964                  | \$121     | \$124                    |
| Retail, Industrial                   | <i>TGSF</i>     | 600               | 1.67               | \$897                             | \$920                                 | \$958                      | \$982                    | \$61      | \$62                     |
| Recreation, Church, Library          | <i>TGSF</i>     | 900               | 1.11               | \$598                             | \$614                                 | \$638                      | \$655                    | \$40      | \$41                     |
| Hardware, Paint, Furniture, Lumber   | <i>TGSF</i>     | 1,600             | 0.63               | \$336                             | \$345                                 | \$359                      | \$368                    | \$23      | \$23                     |
| Warehousing                          | <i>TGSF</i>     | 2,910             | 0.34               | \$185                             | \$190                                 | \$197                      | \$203                    | \$12      | \$13                     |
| <b>Special Categories</b>            |                 |                   |                    |                                   |                                       |                            |                          |           |                          |
| College, Day Care                    | <i>Students</i> | n/a               | 0.17               | \$93                              | \$95                                  | \$99                       | \$102                    | \$6       | \$6                      |
| Hospital                             | <i>Beds</i>     | n/a               | 5.89               | \$3,168                           | \$3,250                               | \$3,382                    | \$3,470                  | \$214     | \$219                    |
| Golf Driving Range                   | <i>Tees</i>     | n/a               | 0.25               | \$132                             | \$135                                 | \$141                      | \$145                    | \$9       | \$9                      |
| Hotel/Motel                          | <i>Rooms</i>    | n/a               | 0.58               | \$314                             | \$322                                 | \$335                      | \$344                    | \$21      | \$22                     |
| Convenience Market with Fuel Pump    | <i>VFP</i>      | n/a               | 1.33               | \$713                             | \$732                                 | \$761                      | \$781                    | \$48      | \$49                     |
| Gas Station                          | <i>VFP</i>      | n/a               | 0.75               | \$406                             | \$417                                 | \$433                      | \$445                    | \$27      | \$28                     |

\*All figures are rounded to nearest dollar

TGSF = Thousand Gross Square Feet

<sup>1</sup>Full implementation of SDC from 2020 SDC Methodology (Table D-2)<sup>2</sup>City and County administration charge (2.60%)<sup>3</sup>Adjusted for inflation per Table 1

Please contact me if you have any questions or require additional information. Thank you for the opportunity to serve the District.

Sincerely,

A handwritten signature in black ink, reading "Deborah A. Galardi". The signature is written in a cursive style with a large initial 'D' and a distinct 'A'.

Deborah Galardi  
Member



**Exhibit 1**  
 FY2022/23 SDC Schedule

| <b>Development Type</b>              | <b>Persons per Unit</b> | <b>SDC<sup>1</sup></b> | <b>SDC w/Admin Charge<sup>2</sup></b> |
|--------------------------------------|-------------------------|------------------------|---------------------------------------|
| <b>Residential \$/ Dwelling Unit</b> |                         |                        |                                       |
| <b>District-Wide</b>                 |                         |                        |                                       |
| <i>Single-Family</i>                 |                         |                        |                                       |
| Class Average Basis                  | 2.68                    | \$12,264               | \$12,583                              |
| SQ FT Category Basis                 |                         |                        |                                       |
| <1,500 SQFT                          | 2.12                    | \$9,701                | \$9,954                               |
| 1,500-2,500 SQFT                     | 2.50                    | \$11,440               | \$11,738                              |
| 2,501-3,500 SQFT                     | 2.85                    | \$13,042               | \$13,381                              |
| >3,500 SQFT                          | 3.05                    | \$13,957               | \$14,320                              |
| <i>Multifamily</i>                   | 2.01                    | \$9,198                | \$9,437                               |
| <b>North Bethany</b>                 |                         |                        |                                       |
| <i>Single-Family</i>                 |                         |                        |                                       |
| Class Average Basis                  | 2.68                    | \$14,611               | \$14,991                              |
| SQ FT Category Basis                 |                         |                        |                                       |
| <1,500 SQFT                          | 2.12                    | \$11,558               | \$11,859                              |
| 1,500-2,500 SQFT                     | 2.50                    | \$13,630               | \$13,984                              |
| 2,501-3,500 SQFT                     | 2.85                    | \$15,538               | \$15,942                              |
| >3,500 SQFT                          | 3.05                    | \$16,629               | \$17,061                              |
| <i>Multifamily</i>                   | 2.01                    | \$10,959               | \$11,243                              |
| <b>Other Housing</b>                 |                         |                        |                                       |
| <b>District-Wide</b>                 |                         |                        |                                       |
| <i>Accessory Dwelling Units</i>      | 1.09                    | \$4,988                | \$5,118                               |
| <i>Senior Housing</i>                | 1.50                    | \$6,864                | \$7,043                               |
| <b>North Bethany</b>                 |                         |                        |                                       |
| <i>Accessory Dwelling Units</i>      | 1.09                    | \$5,943                | \$6,097                               |
| <i>Senior Housing</i>                | 1.50                    | \$8,178                | \$8,391                               |
| <b>Nonresidential</b>                |                         |                        |                                       |
| Cost per Employee                    |                         | \$574                  | \$589                                 |

<sup>1</sup>Includes compliance charge

<sup>2</sup>City and County administration charge (2.60%)



# MEMORANDUM

**DATE:** May 31, 2022  
**TO:** Doug Menke, General Manager  
**FROM:** Aisha Panas, Park Services Director  
**RE:** **Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Measure Local Share Program**

---

## Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute an intergovernmental agreement (IGA) with Metro funding concept planning, design, and construction of three projects from THPRD's approved project list through the 2019 Parks and Nature Bond Local Share program. The IGA is provided as Attachment 1 to this memo.

## Background

In November of 2019, voters within the Portland Metro area approved a \$475 million Parks & Nature bond – Measure No. 26-203 – (the “bond”) funding six programs designed to protect clean water, restore fish and wildlife habitat, and create opportunities to connect people with nature close to home. The bond allocated \$92 million to create a program to “support local projects” (Local Share) of the region's 27 eligible park providers. Of that \$92 million, \$8,628,870 were allocated to qualified THPRD projects and \$5,709,843 were allocated to qualified City of Beaverton projects. THPRD is coordinating with the City on the projects it intends to fund with its \$5,709,843 in Local Share dollars.

Prior to applying for Local Share funding, the governing body of each local park provider must approve a list of desired Local Share projects. At the April 14, 2020 THPRD Board of Directors meeting, board members reviewed and expressed support for an initial list of eight projects identified by staff for Local Share funding. Additionally, as communicated to the board on April 14, 2020, staff have been and continue to be in contact with the City of Beaverton to understand how the collective project priorities align within the greater Beaverton area and to identify potential project partnerships. At the September 8, 2021, board meeting, board members approved a project list containing four initial projects for THPRD's Local Share funding, which would allocate \$7,003,628 of THPRD's \$8,628,870 total Local Share dollars.

Since THPRD's project list was approved, staff have worked internally and in partnership with Metro staff to align Local Share project list funding applications with bond and Local Share program requirements. Staff submitted three of four THPRD project applications, representing \$6,297,879 of THPRD's \$8,628,870 Local Share allocation. All three project applications have been recommended for funding by Local Share program staff. The three project applications recommended for funding are:

- NW 159<sup>th</sup> Ave & Heckman Lane New Neighborhood Park and Community Trail (Heckman Lane Park and Trail) - \$3,641,867
- Willow Creek Greenway Boardwalk Replacement - \$1,713,500
- Accessible Play Structure Redevelopment at Bonny Slope and Rock Creek parks (Accessible Play Structures) - \$942,512
  - THPRD will provide \$105,749 in staff time for project administration.

Since these three projects were recommended for approval, THPRD worked to develop the IGA. The IGA has been reviewed and approved by THPRD's legal counsel and staff are

requesting the board of directors approve the IGA so that THPRD may work to execute the agreement with Metro.

### **Proposal Request**

Staff are requesting board of director's approval for the IGA with Metro (Attachment 1) funding concept planning, design, and construction of the Heckman Lane Park and Trail, Willow Creek Greenway Boardwalk Replacement, and Accessible Play Structures projects using THPRD's Local Share funding allocation within the 2019 Parks and Nature Bond.

### **Outcomes of Proposal**

THPRD will work with Metro staff to execute the IGA funding concept planning, design, and construction of the Heckman Lane Park and Trail, Willow Creek Greenway Boardwalk Replacement, and Accessible Play Structures projects using \$6,297,879 of THPRD's \$8,628,870 Local Share funding allocation from the 2019 Parks and Nature Bond.

In addition to monetary benefits, if funded, these projects will maintain or expand access to park and trail infrastructure, provide park infrastructure in areas below THPRD's desired level of service, and develop public use facilities for THPRD patrons. Finally, these projects are beneficial because they align with and seek to address actions and goal areas within the 2020 Vision Action Plan (VAP).

Maintenance cost estimates will be defined with the development of project concept plans. These maintenance cost estimates will be presented to the board when staff seek approval of project concept plans and further refined maintenance projections will be provided to the board when staff seek approval for project construction.

### **Public Engagement**

These projects have been prioritized through either the district's functional plan priorities or capital replacement review. Additionally, projects were reviewed against the priorities of the VAP and align with several actions across all four VAP goal areas. Finally, bond requirements for public engagement will be fulfilled within each project's concept planning phase.

### **Action Requested**

Staff are seeking board of directors' authorization for the general manager or designee to execute an intergovernmental agreement (IGA) with Metro for three 2019 Parks and Nature Bond Local Share program projects.



600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1700

**Intergovernmental Agreement**  
**2019 Parks and Nature Bond Measure Local Share Program**

---

**Metro Contract No.**  
**XXXXXX**

**INTERGOVERNMENTAL AGREEMENT**  
**Metro –Tualatin Hills Park & 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 Tualatin Hills Park & 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 \$8,628,870 (EIGHT MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND 00/100 DOLLARS) 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. This meeting may be a regularly scheduled meeting of the governing body, or it may be a special meeting. In either case, Park Provider must comply with Oregon Public Meetings law. 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 permanent 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 regular staff-to-staff conferences, quarterly updates and an annual progress report as described in Section 6.1(C) below:

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.

B. Quarterly Updates. By September 30, December 31 and March 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.

C. Annual Progress Report. By July 31 of each year of the Term, or until Park Provider has fully completed the project, whichever is first, Park Provider will prepare a progress report using a template provided by Metro. The Annual Progress Report is 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. Metro may revise the Annual Progress Report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

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 seek all available remedies from Park Provider for breach of this Agreement, including without limitation reimbursement to Metro of any costs related to Park Provider's breach, reallocation of Allocated Bond Funds to another Park Provider Project, and repayment with interest to Metro of the Allocated Bond Funds. Acquisition Projects must close within 90 days after Metro disburses the requested funds and failure to meet this timeline is a breach of this Agreement. Park Provider will inform Metro if an Acquisition Project is not expected to close within 90 days and will confer with Metro to resolve Park Provider's breach. Construction Projects must start within 60 days after Park Provider's receipt of Metro disbursed funds and failure to meet is timeline is a breach of this Agreement. Park Provider will inform Metro if a Construction Project is not expected to start within 60 days and will confer with Metro to resolve Park Provider's breach. 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 confer with Metro to determine appropriate expenditure of the Allocated Bond Funds,

which may include without limitation immediate repayment of the f Allocated Bond Funds disbursed for the project. Park Provider acknowledges and affirms its obligations even if Park Provider's breach of the Agreement is through no fault of Park Provider.

## 9. Term; Termination

9.1 Term. This Agreement terminates (add ten years after effective date), 2032. 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: Design & Development Manager, Gery Keck  
15707 SW Walker Road  
Beaverton, OR 97006  
Tualatin Hills Park & Recreation District  
Phone: 503-629-6305  
Email: g.keck@thprd.org

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](mailto: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**

**Tualatin Hills Park & Recreation District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**Projects List**

**PROJECT #1**

**A. LOCAL SHARE PARK PROVIDER NAME:** Tualatin Hills Park & Recreation District

**B. PROJECT DETAILS:**

1. **Project Name:** Heckman Lane Park and Trail
2. **Project Contact Information:** Gery Keck; 503-629-6305, g.keck@thprd.org
3. **Project Description:** The Heckman Lane Park and Trail project will build a new park in a majority BIPOC neighborhood in North Bethany and add to the region's active transportation network by closing a gap in a hard-surface community trail.
4. **Project Location:** NW 159th Avenue and NW Heckman Lane, Portland, OR 97229
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 1) submitted by Tualatin Hills Park & Recreation District.

The Park Provider and Metro may modify the Scope of Work, outlined in this attachment, upon mutual written agreement. The parties may agree to minor changes in writing by email.

**C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:**

1. **Local Share Investment Category:** Maintaining or developing public access facilities at public parks and natural areas; Design and construction of local or regional trails
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 Tualatin Hills Park & 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 Tualatin Hills Park & 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 Tualatin Hills Park & 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 Tualatin Hills Park & 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**”): \$ 3,641,867 (THREE MILLION SIX HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS)
  - b. Description of other Project Funding: Local Share Bond funds will be leveraged by jurisdiction’s purchase of the parkland and natural area (\$1,799,250.00) as well as the required half-street improvements made to NW 159th Avenue and NW Heckman Lane (\$300,000), and site demolition (\$35,000) previously completed. Leveraged funds will total \$ 2,134,250.00
  - c. Total Project Budget: \$ 5,776,117.00
  
2. **Project Timeline:**

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

  - a. **Phase 1:** Months 1-15, approximately August 2022 through November 2023  
Design concept planning with site-specific community engagement
  
  - b. **Phase 2:** Months 16-23, approximately December 2023 through July 2024  
Design Development and work with land use consultant
  
  - c. **Phase 3:** Months 24-50, approximately August 2024 through September 2026  
Construction of project site
  
3. **Payment schedule based on project milestones:**

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

  - a. **Phase 1:** Design concept planning with site-specific community engagement on park and trail concepts and features  
**Deliverable required before payment can be made on phase 2:** Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 1 at a minimum).
  
  - b. **Phase 2:** Design Development and work with land use consultant  
**Deliverable required before payment can be made on phase 3:** Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.
  
  - c. **Phase 3:** Construction of project site  
**Deliverable:** At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.



A. **LOCAL SHARE PARK PROVIDER NAME:** Tualatin Hills Park & Recreation District

B. **PROJECT DETAILS:**

1. **Project Name:** Willow Creek Greenway Boardwalk Replacement
2. **Project Contact Information:** Gery Keck; 503-629-6305, g.keck@thprd.org
3. **Project Description:** This project will replace the failing and non-ADA compliant eastern section of the Willow Creek boardwalk, making continued access to the Willow Creek Greenway natural area & THPRD's trail system possible for neighborhood residents and regional visitors.
4. **Project Location:** Between NW Jeffrey Place and NW Waterhouse Avenue, Beaverton, OR 97006
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 2) submitted by Tualatin Hills Park & Recreation District.

The Park Provider and Metro may modify the Scope of Work, outlined in this attachment, upon mutual written agreement. The parties may agree to minor changes in writing by email.

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 2) submitted by Tualatin Hills Park & 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 2) submitted by Tualatin Hills Park & 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 2) submitted by Tualatin Hills Park & 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 2) submitted by Tualatin Hills Park & 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**”): \$ 1,713,500.00 (ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS)
- b. Description of other Project Funding: Local Share Bond funds are leveraged by the funds invested in the 2020 Willow Creek Boardwalk Alignment and Replacement Feasibility study that identified project costs and potential alignments that have a chance of being approved by the Army Corp of Engineers and other applicable permitting agencies. Additionally, the momentum created by funding the replacement of the Greenway’s eastern-section of boardwalk would position THPRD well to secure the future funds needed to replace the remaining western-section of boardwalk, estimated to cost between \$1.75-2.15 million, through grants and other opportunities.
- c. Total Project Budget: \$ 1,777,279.30

2. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 2)

- a. **Phase 1:** Months 1-7, approximately August 2022 through February 2023  
Project kick off, site inventory and analysis
- b. **Phase 2:** Months 8-17, approximately March 2023 through November 2023  
Concept planning with public engagement
- c. **Phase 3:** Months 18-36, approximately December 2023 through June 2025  
Design Development and work with land use consultant
- d. **Phase 4:** Months 37-60, approximately July 2025 through March 2027  
Permitting and construction of project site

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

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

- a. **Phase 1:** Site inventory and analysis  
No deliverable required from Phase 1 before moving into payments for phase 2
- b. **Phase 2:** Design concept planning with site-specific community engagement on replacement features and concepts  
**Deliverable required before payment can be made on phase 3:** Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 2 at a minimum).
- c. **Phase 3:** Design Development and work with land use consultant  
**Deliverable required before payment can be made on phase 4:** Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.
- d. **Phase 4:** Construction of project site

**Deliverable:** At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.

**A. LOCAL SHARE PARK PROVIDER NAME:** Tualatin Hills Park & Recreation District

**B. PROJECT DETAILS:**

1. **Project Name:** Accessible Play Structures
2. **Project Contact Information:** Gery Keck; 503-629-6305, g.keck@thprd.org
3. **Project Description:** The Accessible Play Structures project will improve Bonny Slope and Rock Creek Parks by replacing aging, outdated playground equipment with, nature-play structures while improving stormwater management and pedestrian infrastructure leading to play areas.
4. **Project Location:** Bonny Slope Park: 11100 NW Thompson Road, Portland, Oregon 97229; Rock Creek Park: 20107 NW Rock Creek Boulevard, Portland, Oregon 97229
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 3) submitted by Tualatin Hills Park & Recreation District.

The Park Provider and Metro may modify the Scope of Work, outlined in this attachment, upon mutual written agreement. The parties may agree to minor changes in writing by email.

**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 3) submitted by Tualatin Hills Park & 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 3) submitted by Tualatin Hills Park & 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 3) submitted by Tualatin Hills Park & 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 3) submitted by Tualatin Hills Park & 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**”): \$ 942,512.00 (NINE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWELVE AND 00/100 DOLLARS)
- b. Description of other Project Funding: Metro Local Share funds will be used to leverage roughly ~\$105,000 in funds from THPRD toward staffing two engagement, planning, design, and development projects, one for each park. Without Local Share funding support, THPRD would not be able to complete these projects as they are not eligible for district System Development Charge (SDC) funds, are not able to be sufficiently supported through available grants, and, due to COVID-related budget impacts, are not able to be funded through the district’s general fund.
- c. Total Project Budget: \$ 1,048,261.00

2. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 3)

- a. **Phase 1:** Months 1-7, approximately August 2022 through February 2023  
Project kick off, site inventory and analysis
- c. **Phase 2:** Months 8-16, approximately March 2023 through October 2023  
Concept planning with public engagement
- c. **Phase 3:** Months 17-25, approximately November 2023 through June 2024  
Design Development and work with land use consultant
- d. **Phase 4:** Months 26-41, approximately July 2024 through January 2026  
Permitting and construction of project site

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

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

As there are two construction projects planned for this budget, if one project is progressing ahead of the other in meeting deliverable phases, funds may be released for projects individually as appropriate.

- e. **Phase 1:** Site inventory and analysis  
No deliverable required from Phase 1 before moving into payments for phase 2
- f. **Phase 2:** Design concept planning with site-specific community engagement on replacement features and concepts  
**Deliverable required before payment can be made on phase 3:** Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 2 at a minimum).
- g. **Phase 3:** Design Development and work with land use consultant  
**Deliverable required before payment can be made on phase 4:** Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.

- h. **Phase 4:** Construction of project site  
**Deliverable:** At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.

**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 receipt by Park Provider 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 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.

**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 final payment 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**

**IF PARK PROVIDER HAS CURRENT POLICY:**

**1.** Park Provider's existing policy on contract equity/COBID utilization is working to promote equity in contracting and workforce diversity. Park Provider will review and revise internal policies, provide staff training, and develop accommodations..

**2.** Park Provider's existing policy related to workforce diversity/Construction Career Pathways is part of Provider's equity in contracting and workforce diversity policy. Park Provider will continue building a list of MWESB-SDV businesses that have been certified through either provider's self-defined business program and/or the state Certification Office for Business Inclusion and Diversity (COBID). The self-defined business program allows for businesses that identify as MWESB-SDV but have not yet received state recognition to qualify as such.

When contracting projects over \$100,000, Park Provider will continue working to build relationships and networks to increase the number of MWESB-SDV and COVID-certified businesses that submit proposals. Before project bids are solicited, Provider's staff will be encouraged to reach out to MWESB-SVD, COBID, and self-defined businesses to alert them of upcoming opportunities. In the RFP review process, additional points are awarded to businesses that meet the criteria for MWESB-SVD and COVID-certified business.

## Exhibit 1 to Attachment A

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Metro  
Parks and Nature  
Parks and Nature  
**Metro 2019 Parks and Nature Bond Local Share Project Submittal Form**  
Deadline: 12/31/2030

**Tualatin Hills Park & Recreation District**  
**Heckman Lane Park & Trail Project**

Jump to: [Eligibility](#) [Submittal Questions](#) [Budget](#) [Scope and Outcomes](#) [Document Uploads](#)

**\$ 3,641,867.00** Requested

Submitted: 12/21/2021 1:57:12 PM (Pacific)

**Project Contact**

Gery Keck  
[grants@thprd.org](mailto:grants@thprd.org)  
Tel: 5036296305

**Additional Contacts**

*none entered*

**Tualatin Hills Park & Recreation District**

15707 SW Walker Road  
Beaverton, OR 97006  
United States

**General Manager**

Doug Menke  
[dmenke@thprd.org](mailto:dmenke@thprd.org)

Telephone 503-645-6433  
Fax 503-629-6302  
Web [www.thprd.org](http://www.thprd.org)

**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](#)

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### Location and general description

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#### 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.)*

The Heckman Lane Park and Trail project will build a new park in a majority BIPOC neighborhood in North Bethany and add to the region's active transportation network by closing a gap in a hard-surface community trail.

#### 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?*

The new neighborhood park will provide access to nature in a rapidly developing area of unincorporated Washington County and the new community trail segment will create a critical connection to the larger regional trail network.

Tualatin Hills Park & Recreation District (THPRD) is seeking to use up to \$3,641,867 of its \$8,628,870 allocation of 2019 Parks and Nature Bond Local Share program funding to support concept planning, engineering, and construction of a new neighborhood park and gap segment of Bethany Creek Trail.

Located at NW 159th Avenue and NW Heckman Lane, the project will serve a rapidly growing neighborhood as identified in Washington County's 2019 North Bethany Subarea Plan. The population within the half-mile service area of the park has grown by 37.5% since the 2010 Census. During that time, the BIPOC population in the service area grew by more than 67%. BIPOC residents now represent more than 50% of the nearby population, including Asian (39.9%), multi-racial (6.4%), Hispanic/Latinx (5.8%), African American (2.1%), or of some other race (2.1%) not listed on the 2019 Census.

The future park and trail site is currently undeveloped land, bordered to the south by natural area and riparian habitat along Bethany Creek.

Depending on community input, park amenities may include nature play, exercise areas, soft-surface trails, and a hard surface trail that is part of the Bethany Creek Trail (BCT) community trail system.

BCT serves dense residential areas and connects to the regional Westside and Rock Creek Trails which span multiple jurisdictions and function as active transportation routes, connecting employment centers, educational venues, commercial districts, recreational spaces, mass transit, and cultural hubs. The proposal is to construct segment 1.4 of the BCT, which includes 1,250-feet of paved surface from NW 159th Avenue to NW Kaiser Road and completes a gap in the trail network.

For both the park and trail, THPRD will meet and exceed the accessibility standards in the American's with Disabilities Act (ADA). Additionally, the BCT will meet trail standards set forth in THPRD's Trails Functional Plan (2016).

THPRD will conduct extensive community engagement throughout the development of the project with a focus on park and trail concepts, amenities, layout, and features. Through an equity-informed engagement strategy, THPRD will meaningfully engage diverse area residents in shaping and developing the park and trail.

### 3. Location

Provide project address and/or map coordinates.

NW 159th Avenue & NW Heckman Lane, Portland, OR 97229

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

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

The new neighborhood park will be part of a 4.17-acre property located in the North Bethany area of unincorporated Washington County. The existing site is undeveloped. A portion of the land is riparian habitat along Bethany Creek that Clean Water Services is planning to improve.

THPRD is the fee simple owner of all three tax lots impacted by this project.

### 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

### 7. Capital project timeline

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

If/when Local Share funds are approved.

### 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

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### 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?

The Heckman Lane Park & Trail project will connect people to nature close to home in a variety of ways.

The proposed park and trail are in a rapidly growing area of unincorporated Washington County. The population in the half-mile service area of the park increased by 37.5% in the last ten years and this trend will likely persist as development in the area continues.

Based on input received through the community engagement phase, the new park could incorporate nature themes into park amenities, feature interpretative signage or placemaking elements that highlight the natural, cultural, and historical uses of the land, and activate the site through inter-active elements. A recent example of an interactive element is the gleaning garden at Recuerdo Park which features native edible plants along with educational signage that encourages park visitors to harvest and enjoy a variety of berries.

Additionally, the new park will provide overlooks of Bethany Creek and the surrounding natural area which Clean Water Services has planned for restoration both on THPRD owned-land and neighboring properties. Depending on community engagement, the site could feature a view point with a seat wall to encourage quiet contemplation of nature and wildlife viewing.

Finally, the new segment of community trail will connect people to additional natural areas throughout North Bethany and the surrounding area. The park will improve access to outdoor nature play areas and recreation for this growing part of the community.

## Local share investment categories (Section 6 of Handbook)

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### 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.*

First, it will develop new public access facilities at a public park that will overlook a natural area planned for restoration and enhancement by Clean Water Services. After completion of the project, site amenities (prioritized through community engagement) may include nature play areas, community gathering areas, and soft-surface trails.

Second, this project will tie into the community and regional trail system by developing a portion of Bethany Creek Trail. This hard-surface multi-use community trail segment will fill a critical gap in the trail network and connect to the larger regional Westside Trail and Rock Creek Trail systems. The new community trail segment will create local access to active transportation networks that connect employment centers, educational sites, cultural destinations, commercial areas, mass transit hubs, and more.

## Local share criteria (Section 7.2 of Handbook)

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### 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.*

The Heckman Lane Park & Trail project satisfies a variety of Local Share program criteria.

THPRD's equity-informed engagement strategies will help to ensure the future park and trail segment that are built will be safe and welcoming to all. Community engagement starts with the concept planning phase where we ask fundamental questions about what people want to see (or don't want to see) and why. We use a wide variety of techniques to ensure we hear from people who have been historically underrepresented in the public planning processes. Examples of amenities that may help ensure the park and trail are safe and welcoming include interpretative elements, layout and configuration of amenities, park and trail names, and culturally-specific or relevant equipment or design.

This project will improve the visitor experience by investing in new park amenities. Currently undeveloped land with no public access, community members will help select park and trail amenities that may include nature play areas, community gathering spaces, and soft- and hard-surface trails.

According to a recent analysis in THPRD's 2019 Parks Functional Plan, this project will increase walkable access to recreation and nature in a recreation-deficient area. The neighborhood currently ranks below THPRD's target level of service and access. THPRD considers this area nature-deficient because current residents do not have walkable access to a park or natural area without having to cross major arterials or travel great distances.

Finally, the new park and trail will expand access to natural areas and trail systems within a half-mile of the planned high-density core of North Bethany. It is also close to highly trafficked transportation corridors along NW Kaiser, NW Shackelford, and NW Springville Roads. Nearby transit includes TriMet bus routes 47 and 67.

## 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.

The project will satisfy two of the climate resilience criteria: increase tree canopy in developed areas to reduce heat island effects and use low-impact development practices and green infrastructure in project design and development.

Currently, the site of the future trail and park is mostly devoid of vegetative cover. A landscaping plan which calls for native trees and shrubs will be developed as part of the site concept plan informed by community engagement. The plants and trees will shade in a highly developed corridor which lacks other significant thickets. THPRD's Nature & Trails Department with specialists in biology and ecology will consult on selecting appropriate plant species for the site that promote soil health and stabilization, reduce irrigation needs, and help support other native plants and animals. THPRD's Maintenance Department will consult on developing a landscape design that reduces the long-term maintenance needs at the site which could require fewer staff trips to manage vegetation (reducing the use of fossil fuels) and minimizing the need for leaf blowers, mowers, and other power tools which emit greenhouse gases.

Other features incorporated in the design of the site that will help address the climate resilience criteria include bioswales for managing Stormwater and irrigation heads with moisture detectors that can be adjusted remotely. For the trail and other hard surfaces used in the project, THPRD has developed a design practice that functions like and achieves the same outcomes as a pervious surface. This approach has been approved by Clean Water Services.

In construction itself, contractors may use soft-rubber track equipment, woodchips for padding root systems, and additional low-impact measures to prevent harmful run off and erosion. The need for cut and fill is balanced to the greatest extent possible to minimize the need for removing soil and rock from the site. Additionally, contractors are required to recycle and repurpose project materials to the greatest extent possible, source materials locally, and ensure materials are sustainably harvested.

Engineers and contractors selected for projects are evaluated based on several factors including corporate responsibility and sustainable practices.

All of this work will complement efforts Clean Water Services has planned for Bethany Creek on THPRD and neighboring properties. That work will focus on culvert and fill removal, stream restoration and bank stabilization, along with non-native species management and native species revegetation.

### 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.*

THPRD recently completed the 2020 Vision Action Plan which was shaped by a comprehensive community-led engagement effort focused on centering the views and needs of communities of color, people with low incomes, people experiencing disabilities, and other historically marginalized populations. The outreach was intentional. A team of community volunteers worked with THPRD staff to select engagement strategies, methods, and partners that ensured THPRD truly heard from populations within the district it had not traditionally reached.

A variety of techniques were employed in this effort including in-person engagement, targeted focus groups, youth activities, online open houses, and comment boxes. Staff and volunteers attended more than 117 multicultural activities that helped reach a cross section of people from diverse ages, abilities, backgrounds, races, income levels, gender identities, and sexual orientations.

More than 10,000 people were engaged, and more than 12,500 comments were made. After gathering the data, volunteers worked with staff to develop categories for the input received. Those included: Welcoming and Inclusive, Play for Everyone, Accessible and Safe, and Preserving Natural Spaces. Themes and action items for each category were identified based on the comments received.

For the Heckman Lane Park & Trail project, some of the relevant actions from the Welcoming and Inclusive goal area include: welcoming & inclusive spaces for people of all races, gender identity, ability, and sexual orientations; facilities in underserved & growing areas; community involved & collaborative decision making; and intentional engagement with diverse community groups. Under the Play for Everyone goal, the project-relevant actions include: accessible play areas for people with disabilities; outdoor exercise equipment; nature play options in parks; and multi-generational parks with features for everyone. Looking at the Accessible and Safe goal, applicable action items include: play areas with clear lines of sight; accessible benches in parks & trails; and connect trails to places where people live & work. Finally, in the Preserving Natural Spaces goal area, some of the actions that apply include: more opportunities to see & experience wildlife; be a leader in responding to climate change; remove invasive weeds; provide trails for different activities, abilities & uses; and ways to access creeks & ponds.

The Vision Action Plan identified the need for more efforts like the Heckman Lane Park & Trail project. Now that the project itself has been identified as a priority, more equity-focused neighborhood engagement is planned to develop site-specific park and trail concepts and features.

With connections to regional trail systems, this project will benefit a wide variety of users. However, it will predominantly benefit residents of the majority BIPOC community within a half-mile of the project site. This neighborhood currently has limited access to walkable outdoor play space and natural areas.

Once approved for Local Share funding, project-specific community engagement will begin. THPRD staff will intentionally connect with a wide variety of community members through in-person events, virtual meetings, school gatherings, BIPOC-owned businesses, community-based organizations that serve the area, faith-based organizations, and others with relevant ties to the neighborhood. As part of the concept planning process, area residents will be asked to identify themes, amenities, layouts, and fundamental design concepts for the new park and trail. THPRD will use compensation, such as meal vouchers to locally BIPOC-owned businesses or passes to THPRD facilities, to incentivize and reward participation.

After key themes and concepts are identified through engaging with traditionally marginalized populations in the park service area, the results will be reported back to the community before a second round of engagement will take place. From there, the community will be asked about specific types of amenities, site layouts, concerns, and considerations. Additional incentives will be offered for community participation.

Because the project has yet to enter the concept planning phase, THPRD does not have project-specific data on who participated, or the feedback received. We can provide that to the Metro Local Share Program Manager and staff when available.

The engagement techniques we will use for this project are not new, however every project is unique. Neighborhood demographics, location, type of project, and site-specific considerations influence how we approach community engagement. Some of the engagement processes we will use for the Heckman Lane Park and Trail project were most recently employed during concept planning for the development of La Raiz park near Allen Boulevard in Beaverton. Other strategies we will utilize have been in practice at THPRD for several years.

THPRD reports back to the community on engagement outcomes at each step of the process. We provide a summary of the comments and feedback received to date in summary sheets and infographics. These are shared at events, posted on websites or social media, and included in emails with links to surveys.

We use a variety of measures to evaluate the effectiveness of our engagement techniques. This can include evaluating the total number of people reached, the total number of people reached within the park service area, participation and attendance at events and meetings, feedback from participants and community partners, diversity of comments and input, survey results, and more.

### **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)**

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### **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?*

THPRD is actively working to promote equity in contracting and workforce diversity by reviewing and revising internal policies, providing staff training, and developing accommodations.

To increase our network with Minority-owned, Women-owned, Emerging Small Businesses and businesses owned by Service Disabled Veterans (MWESB-SDV), THPRD's procurement administrator attends meetings with the Oregon Association of Minority Entrepreneurs. The district is building a list of MWESB-SDV businesses that have been certified through either THPRD's self-defined business program and/or the state Certification Office for Business Inclusion and Diversity (COBID).

THPRD's self-defined business program is an initial step toward COBID given the complexity and barriers to obtaining official certification. THPRD's program allows for businesses that identify as MWESB-SDV but have not yet received state recognition to qualify as such with THPRD.

When it comes to contracting projects over \$100,000, THPRD is working to build relationships and networks to increase the number of MWESB-SDV and COVID-certified businesses that submit proposals. Before project bids are solicited, THPRD staff are encouraged to reach out to MWESB-SVD, COBID, and self-defined businesses to alert them of upcoming opportunities. Follow up information is sent when a Request for Proposals (RFP) goes live. In the RFP review process, additional points are awarded to businesses that meet the criteria for MWESB-SVD and COVID-certified business.

Additionally, THPRD has been providing ongoing staff training opportunities on equity in procurement, including state and district requirements. More trainings are planned for the coming year.

THPRD will employ all these approaches when contracting for the proposed project to ensure there are equitable opportunities to be awarded the contract.

### **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?*

The procedures in place to ensure greater equity in contracting will also support diversifying the construction industry workforce.

THPRD will continue to proactively build relationships with MWESB-SDV and COBID-certified businesses and communicate about upcoming opportunities to bid on projects. These techniques will be used as part of the proposed project.

Finally, THPRD is tracking the rollout of Metro's Construction Career Pathways program framework and supports Metro's effort to train a diverse regional workforce.

## 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.

This project qualifies as a Tier 2 project.

THPRD will require contractors to use certified payroll to track employment diversity based on position, race, ethnicity, and gender.

THPRD will work with contractors and subcontractors to set goals for and track employment diversity.

This project will include anti-harassment and culture change programming.

## Avoiding gentrification and displacement (Section 5.2 of the Handbook)

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### 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?

According to 2019 American Community Survey data, more than 57% of the people living in the service area of the proposed project identify as people of color. That includes 39.9% Asian, 6.4% two or more races, 5.8% Latino/Hispanic, 2.1% African American, 2.1% some other race, and 0.7% Native Hawaiian or Pacific Islander.

In the last ten years, communities of color have grown faster than the white population in the area at a rate of more than 6:1. The largest growth has been among the Native Hawaiian and Pacific Islander population (216%), people of two or more races (97.9%), Asian population (72.4%), and African American population (69.8%).

Looking at language proficiency, approximately 56.7% of the population in the project service area speaks English only at home. About 12.4% speak English less than very well. Asian and Pacific Islander languages are the most prevalent languages after English followed by Indo-European and Spanish.

Regarding household income in the project service area, the number of people living below the poverty line has increased almost 40% in the past ten years. The poverty rate for the park service area is still lower than that of district as a whole. The average income is also higher than the district average by more than 140%.

About 7.4% of the population in the service area is experiencing a disability.

### 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?

THPRD has taken steps to ensure park, trail, natural area, and athletic facility investments are sited equitably and remain accessible to the racially and ethnically diverse areas they serve by:

- Reducing costs for traditionally under-resourced communities to gather in parks and use district facilities through grants, financial aid, and cultural inclusion programs;
- Using equity-informed, community-based engagement that empowers communities to co-produce concept plans for new THPRD amenities, like the future Baker Loop Park;
- Centering the cultures and histories of traditionally under-represented groups through dialog and collaborative research

through projects like the district’s new community-informed Park Naming process;

- Employing staff that maintain and deepen partnerships with community-based organizations and local schools so that THPRD can effectively engage with communities surrounding district projects;
- Collaborating with partner jurisdictions to promote holistic neighborhood stabilization strategies and policy through partnerships like the ongoing THPRD-Beaverton Downtown Design Framework project and the People, Parks, and Power: National Initiative for Green Space, Health Equity, and Racial Justice anti-displacement grant that THPRD recently applied for; and,
- Enacting forward-thinking, equity-based policies designed to center traditionally under-represented groups within district action such as the goals and actions within the 2020 Vision Action Plan and THPRD’s new Diversity, Equity, and Inclusion statement.

Additionally, THPRD has adopted policies to ensure development fees do not diminish affordable housing production, THPRD is using System Development Charges (SDC) waivers to help encourage affordable housing development. In 2020, THPRD’s board adopted new policy that waives 100% of park SDCs for developments supplying affordable housing units for households making 30% of metro-area Median Family Income (MFI) and provides a 50% waiver of park SDCs for developments serving households between 31-60% of MFI. Additionally, this policy realigned SDCs for attached dwellings – townhomes, duplexes, triplexes, and fourplexes – with multifamily SDC rates. The district also adopted a tiered approach for single-family housing. Finally, the district minimized SDCs for Accessory Dwelling Units by adopting the lowest defensible occupancy rate.

THPRD’s updated SDC policy targets crucially needed “missing middle” housing types that are traditionally more affordable than large, detached single-family homes and promote walkable communities with locally serving retail options and comprehensive public transportation coverage. Additionally, this policy helps address regional housing affordability issues by lowering the cost to develop affordable housing, making affordable housing units more attractive to develop and contributing to the regional supply. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

## 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?*

N/A

## Budget [top](#)

| Budget   | Local Share funds requested | Leveraged funds        | Total Program Budget (Calculated) |
|--|-----------------------------|------------------------|-----------------------------------|
| Design/Architecture/Engineering  | \$ 509,861.00               |                        | \$ 509,861.00                     |
| Permitting   | \$ 200,000.00               |                        | \$ 200,000.00                     |
| Construction (including materials, equipment, 3rd party labor, etc)  | \$ 2,185,726.00             | \$ 335,000.00          | \$ 2,520,726.00                   |
| Land Acquisition Costs   |                             | \$ 1,799,250.00        | \$ 1,799,250.00                   |
| 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  | \$ 546,280.00               |                        | \$ 546,280.00                     |
| Project Management   | \$ 185,000.00               |                        | \$ 185,000.00                     |
| Surface Safety Test Consultant   | \$ 5,000.00                 |                        | \$ 5,000.00                       |
| 3rd Party Cost Estimator   | \$ 10,000.00                |                        | \$ 10,000.00                      |
| <b>Total</b>   | <b>\$ 3,641,867.00</b>      | <b>\$ 2,134,250.00</b> | <b>\$ 5,776,117.00</b>            |

### Budget Narrative

The project budget was estimated by THPRD’s Design & Development staff and is based on historic, inflation adjusted figures from recent projects similar in size and scope. As an expert in developing parks, trails, and natural areas, THPRD has a high degree of confidence in its budgeting. Despite this confidence, with current market and supply chain volatility, THPRD recognizes the possibility that budgeted costs may change over time. Additionally, costs may change based on community desires expressed through project concept planning and development.

Local Share Bond funds would be leveraged by THPRD's purchase of the parkland and natural area (\$1,799,250) as well as the required half-street improvements made to NW 159th Avenue and NW Heckman Lane (\$300,000), and site demolition (\$35,000) previously completed.

## Scope and Outcomes [top](#)

### Scope of work (See section 9 in Handbook)

| #  | Schedule     | Specific tasks                        | Responsible party |
|----|--------------|---------------------------------------|-------------------|
| 1. | Month 1-4    | Procure design consultant             | THPRD             |
| 2. | Month 5      | Project kick off                      | THPRD             |
| 3. | Months 6 & 7 | Site inventory and analysis           | Consultant        |
| 4. | Months 8-15  | Concept plan/Public engagement        | THPRD/Consultant  |
| 5. | Months 16-23 | Design development/ Land use          | Consultant        |
| 6. | Months 24-32 | Construction documentation            | Consultant        |
| 7. | Months 33-35 | Permitting                            | Consultant        |
| 8. | Months 36-41 | Construction bidding/ Contract set up | THPRD             |
| 9. | Months 42-50 | Construction & Project Close Out      | Contractor/THPRD  |

### Tracking outcomes

| #                                | GOALS  | OUTCOMES  | DATA COLLECTION METHOD           |
|----------------------------------|--|---|----------------------------------|
| 1. Overall                       | <p>THPRD will measure the success of this project according to its alignment with the goals of the 2020 Vision Action Plan, 2019 Parks Functional Plan, 2016 Trails Functional Plan, 2014 Natural Resources Functional Plan, and 2013 Comprehensive Plan.</p> <p>More specifically, we will track public engagement, community feedback, costs, timeline, alignment with existing priorities, and alignment with tracking and reporting outcomes identified in the project IGA.</p>  |   |                                  |
| 2. Selected local share criteria | THPRD staff will work with consultants and contractors to ensure the project meets the criteria of the Local Share program from start to finish. We will use clearly defined goals and metrics that can be tracked and reported on regularly across the stages of the project.   | Meet as many Local Share Program criteria as possible with a minimum of one | Design and Construction Analysis |
| 3. Meaningful engagement         | <p>Project-specific community engagement will be designed based on THPRD practices and the meaningful engagement criteria in the bond. THPRD 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 board of directors and advisory committees, updates on social media, updates on websites, newsletters, project progress reports.</p> | Meet all Community Engagement and Racial Equity bond criteria               | Design and Construction Analysis |
| 4. Climate resiliency            | THPRD will seek to meet as many Climate Resiliency criteria as possible by incorporating them into the design of the project. The adherence to the climate criteria will be audited at the beginning and end of each project   | Meet as many Climate Resiliency criteria as possible with a minimum of one  | Design and Construction Analysis |

|   |  |  |  |
|---|--|--|--|
|   | phase.   |  |  |
| 5. COBID contract utilization and workforce diversity | <p>THPRD will track whether contracts are awarded to COBID, MWESB-SDV, or self-defined contractors. We will evaluate the number of bids received from COBID, MWESB-SDV, or self-defined firms, and review our communication and outreach efforts.</p> <p>Should the winning bid originate from a non-certified firm, THPRD will audit the firm to ensure they meet with the Bond measure's intent by determining what portion of the company is women- and/or minority-owned and what proportion of the firm's subcontractor network is MWESB-SDV or COBID-certified. After a contract is awarded, THPRD will track the portion of contract dollars allocated to the prime- and sub-contractors and will require the prime contractor to report on the number jobs sustained by the contract, the number of hours worked, and the seniority of those workers disaggregated by race and gender.</p> | <ul style="list-style-type: none"> <li>- Encourage workforce diversity</li> <li>- Encourage contractors to take part in the Metro Construction Career Pathways Program</li> <li>- Prime and subcontractor work toward diversity goals</li> <li>- Include anti-harassment/culture change programming</li> </ul> | Diversity tracking using certified payroll, goal setting and review with contractors, number of workplace training sessions held |
| 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.

[THPRD Trails Functional Plan](#)

[THPRD Parks Functional Plan](#)

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.

[THPRD Community Engagement and Racial Equity Supplement](#)

[THPRD Sample Project Engagement Summary](#)

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Application ID: 356088





The following is a summary of efforts of the Tualatin Hills Park & Recreation District (“THPRD”) to further diversity, equity, inclusion and access (DEIA) in all its efforts. More information about these programs and efforts is available upon request.

### **THPRD Community Engagement and Racial Equity Overview**

Community input is critical to shaping everything we do at THPRD, from planning, to projects, to programs. THPRD has developed and employs a variety of community engagement tools, practices, and techniques to ensure the direction and work of the park district reflects the needs, values, and priorities of the greater community. These efforts include using intentional, targeted outreach to connect with people across the district in authentic, meaningful ways, specifically reaching out to communities of color, people with low incomes, people experiencing disabilities, and other historically marginalized groups.

THPRD’s commitment to Diversity, Equity, Inclusion, and Access (DEIA) starts with the organization’s elected Board of Directors and permeates all levels of the organization from staff to advisory committees.

### **Access for All**

THPRD launched the Access for All initiative in 2014 in partnership with the Tualatin Hills Park Foundation (THPF). Key goals of this effort were to expand inclusive and unifying recreational activities for all members of the community, specifically but not limited to children and adults experiencing physical and/or developmental disabilities, individuals and families from low-income households, people experiencing language or cultural barriers, those limited by mobility or transportation, older adults, and other groups who may face barriers to participation.

Access for All has become more than a campaign, it’s evolved into a guiding philosophy for the park district. Results from the Access for All initiative include the design and construction of Mountain View Champions Park – the first all abilities playing field established in Oregon, and creation of the Champions Too Steering Committee which is comprised of representatives from organizations that serve and work with the disability community. The steering committee meets regularly to review and inform park district plans and programs. Champions Too member organizations can apply for small grants from THPF to support innovative programs in partnership with THPRD. Other services born out of the Access for All initiative include

translation services, gender-neutral restrooms, multicultural events, multilingual signage, and the All Abilities Tri4Youth among others.

Access for All continues to be a hallmark of the park district. Other Access for All programs and services of note include:

- THPRD Financial Aid Program: Households whose income falls below the Federal Free Meal Guidelines are eligible to receive up to \$200 per person annually in financial aid that can be used toward district and affiliate programs, activities, and events.
- Mobile and Virtual Recreation: These programs take recreation classes out to the community, meeting people where they are at in parks, apartment complexes, schools, and more. These programs reach children, seniors, and people of all ages.
- Holiday Gift Drives: THPRD staff and patrons give generously to support local families during the holidays in partnership with Beaverton School District and Beaverton Family Promise.
- Adaptive & Inclusive Recreation Programs: THPRD provides a broad range of accommodations for any patron that needs assistance accessing district programming and facilities free of charge.
- Camp Rivendale: This summer day camp provides recreational opportunities for children and young adults who have physical, emotional, and/or developmental disabilities.
- ACEing Autism: Youth with autism are paired with tennis pros who provide one-on-one instruction and accommodations.
- Programs for 55 and better: The district offers a variety of programs that cater to older individuals and operates the Elsie Stuhr Center which is home to a local chapter of Meals on Wheels.
- Silent Egg Hunt: This autism-friendly holiday event has been hosted in partnership with the Autism Society of Oregon.

### **Vision Action Plan**

The THPRD Board of Directors adopted the Vision Action Plan in September 2020. The co-produced plan, which will shape and inform the direction of the district for years to come, was the result of an immersive, community-driven engagement effort that focused on intentionally connecting with and centering voices of traditionally marginalized communities. The Visioning Task Force - composed of 13 community volunteers representing diverse life experiences, ages, ethnicities, cultural identities, genders, and more – connected with nearly 10,500 people and collected more than 12,500 ideas at community events, targeted multilingual focus groups with immigrant and refugee community members, online open houses, neighborhood meetings, and more.

The Visioning Task Force helped review and synthesize feedback received from the community, and four goal areas emerged:

- Welcoming and Inclusive
- Play for Everyone
- Accessible and Safe
- Preserving Natural Spaces

For each goal area, specific themes, actions, and strategies were further identified. The Vision Action Plan is a roadmap for THPRD and reflects the needs of our multicultural population. This plan will be utilized as a foundational, community-driven and inspired guiding document for district operations and efforts moving forward.

### **Land Acknowledgement Alliance**

THPRD has joined a regionwide alliance with public, private, and non-profit partners to collaborate with tribal governments, the Portland metro urban Indian community, and Native writers and artists to craft a formal land acknowledgement statement recognizing the unique relationship between Indigenous peoples and their traditional territories. As part of this effort, THPRD is establishing organizational action items, including assessing policies and engagement practices to build more meaningful, mutually beneficial collaborations with Indigenous Peoples and ultimately improve outcomes for Native American and Alaskan Native community members.

THPRD has committed both staff and financial resources to this effort that is led by the City of Portland and in partnership with Metro, Washington County, City of Beaverton, Meyer Memorial Trust, as well as many other cities, special districts, businesses, and nonprofits around the Portland region.

The strategic engagement that is part of this effort represents a collective action with members of the Native American community to develop a statement that will inform THPRD land acknowledgement practices, communications, signage, programs, habitat restoration projects, and more.

### **Naming Process and Names Catalog**

THPRD has developed an inclusive naming process and names catalog with the intent to honor and celebrate the powerful memories, feelings, and connections both past and present that people from diverse cultures have to the land. To craft the list of names in the names catalog, THPRD has and will continue to reach out to a variety of organizations and community members, including communities of color, indigenous communities, people experiencing disabilities, and LGBTQIA+ communities among others to ensure that each new name added to the catalog is self-identified within our historically marginalized communities. The result is a catalog of naming options for future parks and trails that reflect the unique collective heritage of the area. Each name in the names catalog provides an opportunity for THPRD and our historically marginalized partners to continue to collaborate and draw inspiration for the development of parks and trails from the names they identified. Ultimately, this process is

intended to shape and inform a site's cultural and artistic identity, amenities, and interpretive signage.

### **Site and Project Specific Engagement**

At the project level, THPRD has developed engagement policies and practices to help ensure meaningful and equitable involvement in planning activities and development or redevelopment of district assets. THPRD categorizes projects into levels based on the extent of the planned development, with each higher level requiring increasingly intensive engagement, sharing more decision-making responsibility with the community.

Strategies employed for site and project specific engagement may include in-person and virtual community meetings, which are recorded with language translation options, surveys, focus groups, engagement through local and multi-cultural community events, community design charrettes, partner advisory committees, and presentations to Neighborhood Association Committees (NACs) and Community Planning Organizations (CPOs).

### **Partnerships with Culturally-Specific Organizations and Culturally Responsive Activities and Service Delivery**

THPRD is working to develop authentic, meaningful partnerships with community-based and culturally-specific organizations. THPRD co-produces events and programs in partnership with the organizations, dedicating staff time and resources to the effort. Some of the programs offered include Welcoming Walks, the Nature Experiences & Workforce Training (NEWT) program, and a bilingual preschool program. THPRD also hosts a quarterly multilingual registration assistance event offering one-on-one support for families and individuals attempting to navigate the online registration system for classes and programs.

THPRD is dedicated to developing these long-term partnerships and trust-based relationships.

### **Racial Justice**

THPRD stands with our community in solidarity for racial justice. The district strives to provide space for youth and Black, Indigenous and People of Color (BIPOC) to share their messages of hope, inspiration, and purpose. THPRD has been inviting student and artist groups from local area high schools and organizations to use art as a form of expression and visual communication for two ongoing projects - Talking Walls and Message Gardens.

### **Intertwine Alliance Equity and Inclusion Cohort, THPRD WIC Committee, & Affinity Groups**

THPRD has joined the Intertwine Alliance's Equity and Inclusion Cohort to better identify organization-specific strategies and action items for dismantling systemic racism operating throughout THPRD, as well as the parks and recreation industry. Areas of change include, but are not limited, to supporting the development of the new internal Welcoming and Inclusion Committee (WIC) led by racially and ethnically diverse THPRD staff. Ultimately, this committee will serve as a reviewing body for district policies, procedures, practices, trainings, and more.

Areas of change also include the establishment of THPRD staff Affinity Groups, which provide solidarity spaces for protected status staff and learning spaces for all staff focusing on topics of equity, justice, and inclusion.

### **Affordable Housing Partnerships**

THPRD is making progress on racial inequity and economic inequity by promoting affordable housing. To encourage the development of more affordable housing within the district, THPRD has adopted a policy that will waive System Development Charges (SDCs) for developments providing affordable housing units for households making 30% of metro-area Median Family Income (MFI) and reduced SDCs for developments serving households between 30-60% of MFI. In an effort to ensure affordable housing takes into consideration BIPOC communities, the district requires that affordable housing provide its (1) organizational equity plan; (2) outreach plan for the development (should show who is looking for homes in the community and how they are targeting communities of color); and (3) lease screening criteria. These requirements are intended to inform the board of steps that affordable housing providers are taking to ensure equity in housing. The district's waiver policy will help address regional housing affordability issues by lowering the cost to develop affordable housing, thereby increasing supply of affordable housing units to help meet regional demand. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

### **Financial Aid Program**

THPRD is committed to serving the needs of all district residents throughout the greater Beaverton area. Through the Financial Aid Program and a dedication to social equity, THPRD is working toward removing financial barriers to participation and ensure that more district residents have access to facilities, programs, and recreational opportunities. This program aims to increase access and participation to community members that are unable to afford typical program fees. Households whose income falls below the Federal Free Meal Guidelines are eligible to receive up to \$200 per person annually in financial aid. Funds can be used toward general programs and classes, plot fees for the community gardens, and affiliated recreational youth sports leagues.

### **Special Projects**

The concept planning and development process for Mountain View Champions Park is an example of the district's commitment to DEIA engagement. As a part of the Mountain View Champions Park engagement process, THPRD worked with a community-based task force, the local citizens engagement committee, the Beaverton School District, disability advocates, and the surrounding community to iteratively concept plan and design the first ever all abilities sports park in Oregon.

### **THPRD Staff Engagement Specialists & Bilingual Staff**

THPRD has three dedicated engagement specialists on staff who consistently apply a DEIA lens to their work:

1. The Engagement & Partnership Specialist focuses on culturally-specific outreach and community engagement for planning and development projects.
2. The Cultural Inclusion Specialist is working to plan collaborations and build authentic partnerships with culturally-specific organizations.
3. The Community Engagement Specialist helped lead THPRD's recently completed Community Visioning Process and uses engagement practices filtered through a DEIA lens to gather community input to help shape operations at THPRD for years to come.

In addition, THPRD provides incentive pay for bilingual employees and prioritizes these skills when hiring office techs, reception staff, and park rangers.

### **Internal DEIA Work**

THPRD has committed to advancing DEIA work internally, as well as externally. Over the winter and spring of 2019, THPRD hired an independent consultant specializing in DEIA assessments to conduct an organization-wide diversity, equity, and inclusion assessment and develop recommendations for organizational action. The assessment engaged all levels of staff through affinity and focus groups, interviews, and surveys. As the district has established a diverse staff-led DEIA committee, this assessment will provide the foundational guidance for the committee to identify action items. The DEIA assessment has also provided THPRD leadership and staff with the foundational data needed to implement and guide further initiatives in areas of DEIA, such as examining hiring practices, developing a more inclusive work-place culture and built environment, and more.

## Exhibit 2 to Attachment A

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Metro  
Parks and Nature  
Parks and Nature  
**Metro 2019 Parks and Nature Bond Local Share Project Submittal Form**  
Deadline: 12/31/2030

Tualatin Hills Park & Recreation District  
**Willow Creek Greenway Boardwalk Replacement**

Jump to: [Eligibility](#) [Submittal Questions](#) [Budget](#) [Scope and Outcomes](#) [Document Uploads](#)

**\$ 1,713,500.00** Requested

Submitted: 2/3/2022 11:33:29 AM (Pacific)

**Project Contact**

Gery Keck  
[grants@thprd.org](mailto:grants@thprd.org)  
Tel: 5036296305

**Additional Contacts**

*none entered*

**Tualatin Hills Park & Recreation District**

15707 SW Walker Road  
Beaverton, OR 97006  
United States

**General Manager**

Doug Menke  
[dmenke@thprd.org](mailto:dmenke@thprd.org)

Telephone 503-645-6433  
Fax 503-629-6302  
Web [www.thprd.org](http://www.thprd.org)

**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](#)

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### Location and general description

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#### 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.)*

This project will replace the failing and non-ADA compliant eastern section of the Willow Creek boardwalk, making continued access to the Willow Creek Greenway natural area & THPRD's trail system possible for neighborhood residents and regional visitors.

#### 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?*

Access to the eastern half of the Willow Creek Greenway natural area is in jeopardy due to failing portions of the existing boardwalk. This project ensures continued access to beautiful natural spaces for visitors from the rapidly diversifying adjacent neighborhoods and for regional visitors commuting or recreating along the Waterhouse Community Trail.

The Tualatin Hills Park & Recreation District (THPRD) is seeking to use \$1.71 million of its \$8,628,870 allocation of 2019 Parks and Nature Bond Local Share program funding to replace sections of the Willow Creek Greenway's boardwalk trail, improving the existing infrastructure. The 17-acre greenway is a lush riparian area with many birds, animals, and native plant species. Located in the Five Oaks/Triple Creek neighborhood of Beaverton, the existing boardwalk serves a diverse array of neighborhood patrons and regional visitors. Since the 2010 census, the neighborhood surrounding the Greenway has diversified in age, with youth and older adult populations growing; race and ethnicity, with substantial growth in Asian, Latinx, African American, and multi-racial populations; and language, with growth in prevalence of Spanish and Asian and Pacific Islander language-speaking communities.

This project will replace the failing ~1000-foot eastern half of the Willow Creek boardwalk, a vital piece of active transportation and passive recreation infrastructure for regional recreation-seekers and Five Oaks/Triple Creek neighborhood residents. Boardwalk replacement is needed because the current structure has reached the end of its useful life, now requiring extensive annual maintenance to stay open. Additionally, the narrowness and sharp corners of the layout of the existing boardwalk makes it difficult for people using mobility devices to navigate. In addition to providing all users with continued access to the Willow Creek Greenway and expanding access to patrons living with disabilities, the replacement will also help connect residents to the Westside and Rock Creek Regional Trail systems, as well as afford regional trail users access to this natural area. Finally, the replacement will help reduce the impact of the boardwalk on the environmentally and ecologically sensitive Willow Creek area through the use of longer lasting and more environmentally friendly construction materials.

The Willow Creek boardwalk replacement project is an excellent candidate for Local Share funding because of the project's diligent adherence to the Parks and Nature Bond values. THPRD's robust district- and project-level equity-informed engagement strategy will meaningfully engage area residents in a process that stresses partnership with residents from all walks-of-life, of all ability levels, and prioritizes the voices of those residents historically left out of planning, engagement, and development processes. Additionally, this project will help improve the Willow Creek Greenway's climate resiliency by reducing impacts on a riparian, natural area that provides valuable ecosystem services such as storm and floodwater management and native plant, tree, and wildlife habitat. Parks and Nature Bond funding is crucial to ensuring patrons may



continue using the boardwalk safely and mitigates the community impact of closing the boardwalk should THPRD need to postpone the project due to lack of funding. The project's goal is to retain public access to the greenway while minimizing impact to wildlife, riparian resources, and habitat by employing an equity-driven engagement process that identifies a preferred alignment consistent with the recently completed feasibility study.

### 3. Location

*Provide project address and/or map coordinates.*

Between NW Jeffrey Place and NW Waterhouse Avenue, Beaverton, OR 97006

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

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

The 17-acre greenway is a riparian area with many birds, animals, and native plant species. A boardwalk traverses the greenway, providing access to natural areas for residents of the rapidly diversifying Five Oaks/Triple Creek neighborhood and visitors from across the City of Beaverton and unincorporated Washington County.

This project will replace the failing eastern half of the boardwalk, a ~1000-foot section of boardwalk, with a new boardwalk ensuring a vital piece of active transportation and passive recreation infrastructure is maintained. Additionally, the low-impact design boardwalk replacement will help reduce the impact of the boardwalk on the environmentally and ecologically sensitive Willow Creek area by using longer lasting and more environmentally friendly construction materials and realigning the boardwalk outside the flood plain and natural area where possible. This project will take place on two of the ten tax lots that make up the Willow Creek Greenway. THPRD is the fee-simple owner of all ten of the Willow Creek Greenway's tax lots.

### 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".)*

NA

### 7. Capital project timeline

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

June, 2022. THPRD is ready to start this project following approval of a THPRD-Metro IGA authorizing project funding. THPRD anticipates that an IGA may be ready as soon as the third week of May, allowing THPRD's Board to decide on the IGA in June.

### 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?*

This project will protect clean water and connect people with nature close to home by enhancing the riparian area's stormwater and floodwater management capacity while ensuring the Greenway remains accessible. It will accomplish this by realigning the boardwalk to reduce its impact on the riparian area's flood plain and natural area. Additionally, developing an ADA-compliant boardwalk ensures that users of all ability levels can connect with nature close to home. This project will also connect people with nature by ensuring continued access to the Willow Creek Greenway. If the boardwalk is not replaced, access to the eastern half of Greenway would likely be discontinued as the existing boardwalk is at the end of its useful life and requires frequent maintenance to ensure it is safe to use. Finally, 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; protecting clean water for people, fish, and wildlife; taking care of what we have; and, making parks 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.*

This project will replace the existing eastern portion of the boardwalk, ensuring continued access to the riparian and natural area for local residents and regional visitors. The current boardwalk is at the end of its useful life and requires extensive, regular repairs to remain open. The new boardwalk will remedy this by being ADA-compliant and by using durable, sustainable, and low-maintenance materials, ensuring patrons continue to have the opportunity to visit, learn from, commune with, and find solace in nature.

As a portion of Willow Creek Community Trail segment #5, this boardwalk will retain and upgrade the trail's terminus to comply with THPRD and ADA design standards. Retention of Willow Creek Trail's terminus is critical, as the remaining segments of the trail are not yet constructed, and losing a key connection point along the only segment of existing trail would set the development of the Willow Creek Community Trail back substantially. Replacing this segment of boardwalk also retains a key connection to the Waterhouse Community Trail system, which connects to the Westside and Rock Creek Regional Trail networks as well as employment, educational, cultural, commercial, and mass transit hubs across Beaverton.

Replacement will help Five Oaks Middle School students living along the eastern half of the Greenway access their school via a path connecting to the Greenway's western boardwalk. Due to the presence of Willow Creek and surrounding topography, the Greenway forms a natural barrier separating Five Oaks/Triple Creek neighborhood students from their local Middle School. The boardwalk connects students to Five Oaks Middle by providing a more direct route to school, increasing the number of students who can walk to school, and reducing the likelihood that students will choose to walk along more heavily trafficked streets, such as NW 173rd Ave.

Additionally, this project will benefit sensitive riparian habitat along the Willow Creek Greenway corridor by realigning the existing boardwalk outside the flood plain and natural area where possible, reducing impact on the riparian area and the wildlife that depend upon it. Finally, low-impact design methods will further reduce the boardwalk's impact on the natural area.

## **Local share criteria (Section 7.2 of Handbook)**

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### **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.*

The boardwalk replacement satisfies a variety of Local Share program criteria. First, equity-informed engagement with diverse stakeholders will make the boardwalk safer and more welcoming by prioritizing traditionally under-represented voices and ADA-compliant design throughout the project's concept planning phase. These important characteristics will be woven into the fabric of the project, ensuring the boardwalk creates a safe and welcoming atmosphere for BIPOC community members while improving access to nature and visitor experience for all people.

Second, THPRD's equity-informed engagement strategy will ensure the boardwalk is accessible with ADA-compliant designs

and by making thoughtful neighborhood connections. Staff will work with community members to generate inclusive designs for this boardwalk by considering resting places, viewing areas, and ways to recognize the local BIPOC community's history and contributions. This will help ensure the new boardwalk is safer and welcoming for BIPOC community members while improving access to nature and visitor experiences for all.

Third, this project is culturally responsive because it addresses the Accessible and Safe and Preserving Natural Spaces goal areas within THPRD's 2020 Vision Action Plan. Backed by the Vision Action Plan's engagement with diverse and traditionally underserved communities that resulted in over 10,000 people reached and over 12,000 ideas collected, the Willow Creek Boardwalk Replacement project targets universally desired principles expressed by our patrons. This engagement helped build public support for the boardwalk replacement project and will lay the groundwork for improved visitor experiences within the Willow Creek Greenway.

Fourth, through inclusive, accessible, and low-impact design, the boardwalk replacement will improve the Willow Creek Greenway visitor experience by providing a non-slip surface with gently sloping ramps that all users are able to traverse with ease.

Fifth, designing the boardwalk using these principles also helps ensure the boardwalk is effective and efficient to operate and maintain. By using durable, sustainable, and long-lasting materials, THPRD will ensure that the new boardwalk will stand the test of time while drastically reducing the maintenance required to keep the boardwalk operational year-round.

Sixth, boardwalk replacement also retains access to the Greenway for local residents, businesses, students of Five Oaks Middle School, and visitors arriving via the Waterhouse Trail. Additionally, Greenway access will be expanded for people living with disabilities, elderly and youth populations previously unable to navigate the trail, and those who will use the trail as a viable commuter route. The boardwalk is also near dense residential neighborhoods and office parks and active commercial areas near US-26 and the SW 158th & Walker Road intersection. This places the boardwalk within easy walking distance to TriMet bus route 67 and, via the Waterhouse Trail, the Merlo Rd - SW 158th Ave MAX stop.

Seventh, this project will also improve access to the scenic Willow Creek natural area by expanding the variety of people able to use the boardwalk. This generates new opportunities for visitors to learn about the Greenway's ecological value, its wildlife, and experience the physiological benefits of being in natural spaces, thereby deepening their connection with this unique natural area. Expanding access to the boardwalk also allows nearby residents to access nature close to home.

Finally, the boardwalk will protect the sensitive ecological functions of the Willow Creek by realigning the boardwalk further from the flood plain and natural area where possible, using low-impact design principles, and sustainable materials. These techniques will help preserve or enhance important ecosystem services and stormwater management functions of Willow Creek, helping improve climate resiliency within a highly develop

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

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### **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.*

The Willow Creek Boardwalk Replacement project satisfies bond Climate Resilience criteria by protecting and restoring riparian areas affected by boardwalk realignment and by using low-impact design principles, sustainable materials, and minimizing intrusion into the flood plain.

This project helps protect the Willow Creek Greenway and restore the riparian area's ability to manage storm and floodwater. Realigning sections of the eastern boardwalk outside the flood plain will help the creek better manage storm- and flood-waters. Also, restoration in areas where the existing boardwalk is being realigned conforms with guidance found in Metro's Climate Resilience Criteria: Guidance For Metro 2019 Parks and Nature Bond Measure Implementation document. These activities will help to improve the Greenway's climate resiliency and, in turn, the climate resiliency of the growing and diversifying

community immediately surrounding the Greenway.

Next, low-impact design principles and sustainable materials will further reduce the impact of the boardwalk on the natural area and will help maintain the Greenway's ecological value. Finally, minimizing intrusion into the riparian area and restoring areas disturbed by the aging board will help protect and enhance the riparian area's storm and floodwater management capacity.

## 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.*

THPRD shares the 2019 Parks and Nature Bond values of meaningful community engagement and racial equity. Not only are these values reflected in THPRD's overarching mission, they permeate all levels of THPRD's work in partnership with the diverse communities we serve. Integral to achieving this mission is our Diversity, Equity, and Inclusion (DEI) statement, which informs how we engage and support our community in alignment with the bond's values of meaningful community engagement and racial equity. For more details on THPRD community engagement efforts, please refer to the attached THPRD Community Engagement Summary.

Initial planning for the Willow Creek Boardwalk Replacement took place during the 2020 feasibility study; however, engagement through the district's 2020 Vision Action Plan (VAP) and other planning efforts identified this project over the course of several years. VAP engagement was facilitated by the Vision Task Force - a group of THPRD community members selected for their diverse identities, life experiences, and geographic dispersion throughout the district - who engaged over 10,000 community members, soliciting over 12,500 ideas through in-person and virtual open houses, focus groups, surveys, etc. The VAP identified four Goal Areas - Welcoming and Inclusive, Play for Everyone, Accessible and Safe, and Preserving Natural Spaces - and each Goal Area identifies actions for THPRD to pursue.

The Willow Creek Boardwalk Replacement project aligns with all four VAP Goal Areas. Welcoming and Inclusive actions relevant to this project include: welcoming & inclusive spaces for people of all races, gender identity, ability, & sexual orientations; intentional engagement with diverse community groups; and, community involved & collaborative decision-making. For the Play for Everyone goal, the "multi-generational parks with features for everyone" action is particularly applicable. Under the Accessible and Safe, relevant actions include: connect trails to places where people live & work; accessible benches in parks & trails; and, parks, trails & facilities connected to transit lines. Within the Preserving Natural Spaces Goal Area, particularly applicable actions include: preserve & expand wildlife habitat & trees; more opportunities to see & experience wildlife; accessible places to rest, relax & enjoy nature; and maintain existing trails.

Benefits from this project will first-and-foremost accrue to the rapidly diversifying community surrounding the project site. These groups include residents under-18; over-60; and BIPOC communities, especially Asian and Pacific Islander and Latinx communities. Additionally, the project will benefit those with reduced access to natural areas, as well as those community members who primarily rely on active transportation to access mass transit, jobs, schools, commercial areas, and cultural gathering spaces.

THPRD will use equity-informed engagement techniques when conceptualizing and redesigning the boardwalk for construction. This engagement effort will include in-person and virtual engagement tactics; community meetings; and coordination with partner jurisdictions, Neighborhood Association Committees (NACs), Community Participation Organizations (CPOs), and community groups to ensure a diversity of voices are represented and so that diverse groups of people have forums where they feel comfortable providing feedback without the need to defend or explain the experiences and cultures informing their participation. The engagement process that will be employed for the boardwalk replacement project is not new; over years, THPRD has honed this process and uses it when studying and developing new projects across the district.

Community engagement for this project will comply with THPRD outreach policy and the district's DEI statement. Concept planning for this project has not yet commenced, so engagement format, activities, and the questions posed during those sessions will be developed as the concept planning phase progresses. Engagement activities will be tailored to the unique context of the Willow Creek Boardwalk Replacement project and the format and tactics used to engage community members will be tailored to the unique demographic composition of the Five Oaks/Triple Creek community. In the past, THPRD has determined engagement tactics and activity formats, such as language-specific outreach, in partnership with local institutions and community-based organizations. It is expected that this approach will also be employed for the Willow Creek Boardwalk Replacement project. Examples of engagement tactics that THPRD has experience with and that may be employed include in-person and virtual community meetings held in the languages commonly spoken by the community; events co-produced with area schools or community-based organizations targeting communities that are historically underrepresented in planning processes; in-person and online surveys translated into the languages commonly spoken by the community; and online media such as blog posts, infographics, and videos summarizing the project and its current status. To recognize the value of community participation and volunteerism, THPRD provides direct compensation, such as gift certificates for meals at local restaurants or passes to our recreation centers, and in-direct compensation, such as free multilingual activities, events, and programs for all ages and abilities that inspire community engagement, bring communities together, and are developed in partnership with local cultural organizations, schools, and non-profits.

Similarly, because the project has yet to enter the concept planning phase, THPRD does not have project-specific data on who participated, or the feedback received. THPRD will look to the VAP's process, detailed in the attached Community Engagement Summary, when tracking engagement participation, feedback, reporting, and evaluation methods and will take great care to diligently track these metrics throughout project implementation. Additionally, THPRD will track metrics that indicate whether THPRD is effectively engaging historically underrepresented communities, such as how many event attendees request an interpreter and/or how attendees heard about engagement events or surveys.

With respect to evaluation, THPRD's staff diligently review the efficacy of engagement methods through a variety of measures. Additionally, THPRD solicited feedback on engagement from partners with our recent Baker Loop Neighborhood Park concept planning project. Quantitatively, THPRD assesses attendance at engagement events to measure influence on the planning process. THPRD anticipates using these evaluations methods on the Willow Creek Boardwalk Replacement project; however, we are also working to evolve our evaluation process to make sure our engagement methods are responsive to the communities we serve.

Tailoring THPRD's engagement approach to the unique conditions of this project and community is paramount. To that end, we are continually assessing how we can improve our outreach and engagement methods to ensure that engagement is inclusive and representative of the communities where our projects are located. As this project progresses, we will provide regular updates on project progress and outcomes at project engagement events, CPO and NAC meetings, and through the project's online webpage and THPRD newsletters.

#### **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?*

THPRD supports the expansion of equity in contracting in various ways. First, sections 5.18-.20 of THPRD's District Compiled Policies (DCPs) discuss THPRD's commitment to and guidance for including, considering, and prioritizing equity and sustainability in contracting and procurement. These policies include guidance for ensuring Minority, Women, Small Emerging, and Service-Disabled Veteran-owned Businesses (MWESB-SDV), particularly those with MWESB-SDV and COBID certifications, are made aware of THPRD projects and prioritized during bid and proposal review. To implement this at the project level, THPRD procurement staff encourage MWESB businesses to bid on district procurements and staff are required to solicit at least three bids from MWESB-SDV or COBID-certified businesses for projects under \$100,000.

In addition to the above policies, THPRD is also working toward equity in contracting in other ways. First, the district recently launched a self-defined business program. As an initial step toward COBID certification, the program allows businesses that have not yet received COBID recognition but meet MWESB-SDV certification criteria to qualify for work with THPRD as if they were COBID-certified. Through this program, THPRD supports businesses seeking COBID certification by raising awareness and providing information on the certification process.

Second, THPRD is taking steps to build relationships with MWESB-SDV and COBID-certified business and contracting networks. THPRD's Procurement Administrator has joined the Oregon Association of Minority Entrepreneurs (OAME) and will be attending monthly OAME meetings.

Finally, THPRD Procurement and Design & Development staff are collaborating to identify strategies to further THPRD's success in working with minority contractors – including direct outreach to contractors identified as having qualifications that align with active Request for Bids (RFBs) and Requests for Proposals (RFPs) and outreach to collect feedback on procurements after they close.

### **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?*

The policies and procedures described in response to question 20 that are in place to ensure greater equity in contracting will also support diversifying the construction industry workforce.

In addition to these policies and procedures, THPRD will audit bidders to understand what proportion of their companies are women- and/or minority-owned and what proportion of the firm's subcontractor network is MWESB-SDV or COBID-certified.

Also, our Design & Development department - which manages our large construction projects - is working to build relationships with MWESB-SDV, COBID, and self-defined businesses by offering technical support and seeking feedback from these firms after procurements close.

Finally, THPRD is tracking the rollout of Metro's Construction Career Pathways program framework and supports Metro's effort to train a diverse regional workforce.

### **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 Willow Creek Boardwalk Replacement project qualifies as a Tier 1 project. THPRD will require contracts to use certified payroll to track employment diversity by race, ethnicity, and gender.

## **Avoiding gentrification and displacement (Section 5.2 of the Handbook)**

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### **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?*

Between 2010 and 2019, communities within 1/2-mile of Willow Creek Greenway walkable service area (service area) have experienced significant change. The population of the service area has increased by 11.2%, with over-60 patrons increasing most rapidly (+35.2%). Despite over-60 populations having grown, the service area has seen a reduction in under-5 (-1.4%) populations. Overall, the trend suggests the population of the service area is aging, which is supported by a 1.2% increase in the median age between 2010 and 2019.

The Willow Creek service area is also rapidly diversifying with significant growth in BIPOC communities. According to 2019 American Community Survey (ACS) data, the three-largest racial and ethnic groups within the area were: 1) white people (66.4%); 2) Asian peoples (21.7%); and 3) Hispanic/Latinx peoples (11.8%). Of racial and ethnic groups comprising more than 1% of the service area's population, all groups experienced substantial growth except for people identifying as One Other Race. Between 2010 and 2019, those racial and ethnic groups that grew most rapidly were those people identifying as Two or More Races (+25.3%), African American people (+25.1%), Hispanic/Latinx peoples (+23.9%), and Asian peoples (+20.7%).

Income-wise, ACS data shows there is a growing income inequality within the Willow Creek service area. 2019 ACS data also shows sharp increases in median household incomes (+16.3%) and the number of people living below the poverty level (+14.1%) since 2010. The service area has also experienced modest growth in average household sizes, increasing from 2.49 to 2.56 persons per household on average (+3.0%). Finally, the service area has a significant number of people who identify as living with a disability (7.4%).

Demographically, patrons within the Willow Creek service area are different from those living within THPRD's district-wide service area. Despite aging trends within the Willow Creek service area, the service area's median age (34.4 years) is considerably less (-9.7%) than the district-wide median age (38.1 years). With respect to race, the service area has a larger (+7.8%) Asian population (21.7%) than the district (13.9%) and has fewer white people (-7.2%) than the district at-large. Linguistically, the service area has more people who speak Asian and Pacific Islander languages (4.0% above the district median) and Indo-European languages (3.4% above the district median) at home. Additionally, it should be noted that the service area contains census tracts with some of the highest rates of people who speak Asian and Pacific Island languages (service-area high 25.2% vs district high 28.3%) and Indo-European languages (service-area high 12.1% vs district high 14.0%) at home.

## **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?*

THPRD has taken steps to ensure park, trail, natural area, and athletic facility investments are sited equitably and remain accessible to the racially and ethnically diverse areas they serve by:

- Reducing costs for traditionally under-resourced communities to gather in parks and use district facilities through grants, financial aid, and cultural inclusion programs;
- Using equity-informed, community-based engagement that empowers communities to co-produce concept plans for new THPRD amenities, like the future Baker Loop Park;
- Centering the cultures and histories of traditionally under-represented groups through dialog and collaborative research through projects like the district's new community-informed Park Naming process;
- Employing staff that maintain and deepen partnerships with community-based organizations and local schools so that THPRD can effectively engage with communities surrounding district projects;
- Collaborating with partner jurisdictions to promote holistic neighborhood stabilization strategies and policy through partnerships like the ongoing THPRD-Beaverton Downtown Parks and Open Space Framework plan project and the People, Parks, and Power: National Initiative for Green Space, Health Equity, and Racial Justice anti-displacement grant that THPRD recently applied for; and,
- Enacting forward-thinking, equity-based policies designed to center traditionally under-represented groups within district action such as the goals and actions within the 2020 Vision Action Plan and THPRD's new Diversity, Equity, and Inclusion statement.

Additionally, THPRD has adopted policies to help ensure housing is affordable for patrons of all socioeconomic backgrounds. Through our Parks (PFP) and Trails Functional Plans (TFP), THPRD is actively prioritizing and investing in park and trail developments that serve historically disadvantaged groups. Using the Trails and Park Development Prioritization Matrices, THPRD directs investment to underserved communities by prioritizing those projects being developed in Environmental Protection Agency (EPA) Environmental Justice (EJ) areas.

To ensure development fees do not diminish affordable housing production, THPRD is using System Development Charges (SDC) waivers to help encourage affordable housing development. In 2020, THPRD's board adopted a new policy that waives

100% of park SDCs for developments supplying affordable housing units for households making 30% of metro-area Median Family Income (MFI) and provides a 50% waiver of park SDCs for developments serving households between 31-60% of MFI. Additionally, this policy realigned SDCs for attached dwellings – townhomes, duplexes, triplexes, and fourplexes – with multifamily SDC rates. The district also adopted a tiered approach for single-family housing. Realigning SDCs for attached dwellings and tiering single-family SDCs are intended to encourage additional development of “missing middle” housing. Finally, the district minimized SDCs for Accessory Dwelling Units by adopting the lowest defensible occupancy rate.

THPRD’s updated SDC policy targets crucially needed “missing middle” housing types that are traditionally more affordable than large, detached single-family homes and promote walkable communities with locally serving retail options and comprehensive public transportation coverage. Additionally, this policy helps address regional housing affordability issues by lowering the cost to develop affordable housing, making affordable housing units more attractive to develop and contributing to the regional supply. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

## 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?*

THPRD would appreciate Metro’s guidance on best practices for strategies to mitigate gentrification and displacement for non-permitting agencies, including new ways THPRD might coordinate with jurisdictional partners in pursuit of this goal. Next, working with Metro staff to establish clear reporting expectations including deliverables review and feedback timelines as well as ZoomGrants support.

## Budget [top](#)

| Budget   | Local Share funds requested | Leveraged funds     | Total Program Budget (Calculated) |
|--|-----------------------------|---------------------|-----------------------------------|
| Design/Architecture/Engineering  | \$ 282,728.00               |                     | \$ 282,728.00                     |
| Permitting   | \$ 130,000.00               |                     | \$ 130,000.00                     |
| Construction (including materials, equipment, 3rd party labor, etc)  | \$ 923,748.00               |                     | \$ 923,748.00                     |
| 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) | \$ 120,000.00               |                     | \$ 120,000.00                     |
| Contingency  | \$ 257,024.00               |                     | \$ 257,024.00                     |
| Other (if needed, please provide other budget category descriptions below and details in the budget narrative)             |                             |                     | \$ 0.00                           |
| 2020 Willow Creek Boardwalk Alignment and Replacement Feasibility Study  |                             | \$ 63,779.30        | \$ 63,779.30                      |
| <b>Total</b>   | <b>\$ 1,713,500.00</b>      | <b>\$ 63,779.30</b> | <b>\$ 1,777,279.30</b>            |

### Budget Narrative

The construction and soft costs budgets were developed by AKS Engineering and Forestry based on a feasibility study to identify possible new boardwalk alignment options and costs for developing those options. Other budgetary categories were estimated by THPRD’s Design & Development staff and are based on historical, inflation-adjusted costs from applicable projects. As an expert in studying and developing parks, trails, and natural areas; THPRD has a high degree of confidence in its budgeting. Despite this confidence, current market and construction materials pricing volatility means that THPRD must recognize the possibility that budgeted costs may change over time.

Local Share Bond funds are leveraged by the funds invested in the 2020 Willow Creek Boardwalk Alignment and Replacement Feasibility study that identified project costs and potential alignments that have a chance of being approved by the Army Corp of Engineers and other applicable permitting agencies. Additionally, the momentum created by funding the replacement of the Greenway’s eastern-section of boardwalk would position THPRD well to secure the future funds needed to replace the remaining western-section of boardwalk, estimated to cost between \$1.75-2.15 million, through grants and other opportunities.

## Scope and Outcomes [top](#)



## Scope of work (See section 9 in Handbook)

| #  | Schedule   | Specific tasks                                    | Responsible party         |
|----|--|---|---------------------------|
| 1. | 4 months (6/22 - 9/22)                             | Procure design consultant                         | THPRD                     |
| 2. | 1 months (10/22)                                   | Project kick off                                  | THPRD                     |
| 3. | 2 months (11/22 - 12/22)                           | Site inventory and analysis                       | Consultant                |
| 4. | 9 months (1/23 - 9/23)                             | Concept plan/Public engagement                    | THPRD/Consultant          |
| 5. | 10 months (10/23 - 7/24)                           | Design development/ Land use/CORPS                | Consultant                |
| 6. | 8 months (8/24 - 3/25)                             | Construction documentation                        | Consultant                |
| 7. | 3 months (4/25 - 6/25)<br>6 months (7/25 - 12/25)  | Permitting<br>Seasonal Delay - Wet Weather Season | Consultant                |
| 8. | 5 months (1/26 – 5/26)                             | Construction bidding/ Contract set up             | THPRD                     |
| 9. | 5 months (6/26 – 10/26)<br>3 months (11/26 - 1/27) | Construction<br>Project close out                 | THPRD/Consultant<br>THPRD |

## Tracking outcomes


| #                                | GOALS  | OUTCOMES   | DATA COLLECTION METHOD   |
|----------------------------------|--|--|--|
| 1. Overall                       | <p>THPRD will measure the success of this project according to its alignment with the goals of the 2020 Vision Action Plan (VAP), 2016 Trails Functional Plan (TFP), and ADA Transition Plan. THPRD will incorporate VAP goal areas and actions into the project as design themes and ensure compliance with 2016 TFP and ADA design criteria.</p> <p>Additionally, we will track public engagement, community feedback, costs, timeline, alignment with existing priorities, and alignment with tracking and reporting outcomes identified in the IGA.</p>    | Compliance with VAP themes and TFP & ADA design criteria                     | THPRD will measure compliance by assessing the project's fulfillment of VAP themes and TFP & ADA design criteria at each project stage   |
| 2. Selected local share criteria | <p>Alignment with Local Share Program Criteria.</p> <p>THPRD will work with consultants and contractors to ensure the project meets Local Share program criteria throughout the project. Design &amp; Development staff will work with consultants to incorporate Local Share criteria into the project as themes. These themes will then be audited at the beginning and end of each project phase to help ensure that these criteria remain central to the project as it moves forward.</p>  | Meet as many Local Share Program criteria as possible with a minimum of one. | Themes will then be audited at the beginning and end of each project phase to help ensure that these criteria remain central to the project as it moves forward.   |
| 3. Meaningful engagement         | <p>Alignment with Community Engagement and Racial Equity Criteria.</p> <p>Project-specific community engagement will be designed based on THPRD's community engagement policy and the meaningful engagement criteria of the bond. THPRD 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 board of directors, Neighborhood Association Committee, and</p> | Meet all Community Engagement and Racial Equity bond criteria.               | THPRD will make the Bond's meaningful engagement criteria required themes of project engagement and design and will audit fulfillment of these themes at the end of each project phase to ensure they are achieved by the project. |

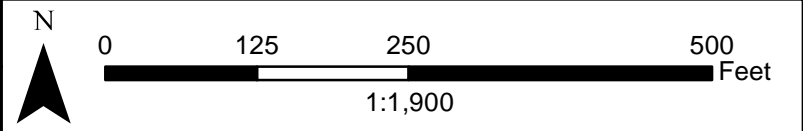
|   |  |   |  |
|---|--|---|--|
|   | Community Participation Organization; updates on social media, updates on websites; and in newsletters.  |   |  |
| 4. Climate resiliency                                 | <p>Alignment with Climate Resiliency Criteria.</p> <p>THPRD will seek to meet as many Climate Resiliency criteria as possible. To evaluate whether the project is supporting climate resiliency, THPRD will incorporate climate resiliency criteria into the project as themes.</p>  | Meet as many Climate Resiliency criteria as possible with a minimum of one.   | 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. |
| 5. COBID contract utilization and workforce diversity | <p>Alignment with Tier 1 of Local Share Program equity in contracting criteria.</p> <p>THPRD will track whether contracts are awarded to COBID, MWESB-SDV, or self-defined contractors. We will also evaluate the number of bids received from COBID, MWESB-SDV, or self-defined firms, and review our communication and outreach efforts.</p> <p>Should the winning bid originate from a non-certified firm, THPRD will audit the firm to ensure they meet with the Bond measure's intent by determining what portion of the company is women- and/or minority-owned and what proportion of the firm's subcontractor network is MWESB-SDV or COBID-certified.</p> | <ul style="list-style-type: none"> <li>- Encourage workforce diversity</li> <li>- Encourage contractors to take part in Metro's Construction Career Pathways Program</li> </ul> | Workforce diversity tracking using certified payroll   |
| 6.  |  |   |  |
| 7.  |  |   |  |
| 8.  |  |   |  |
| 9.  |  |   |  |
| 10.   |  |   |  |

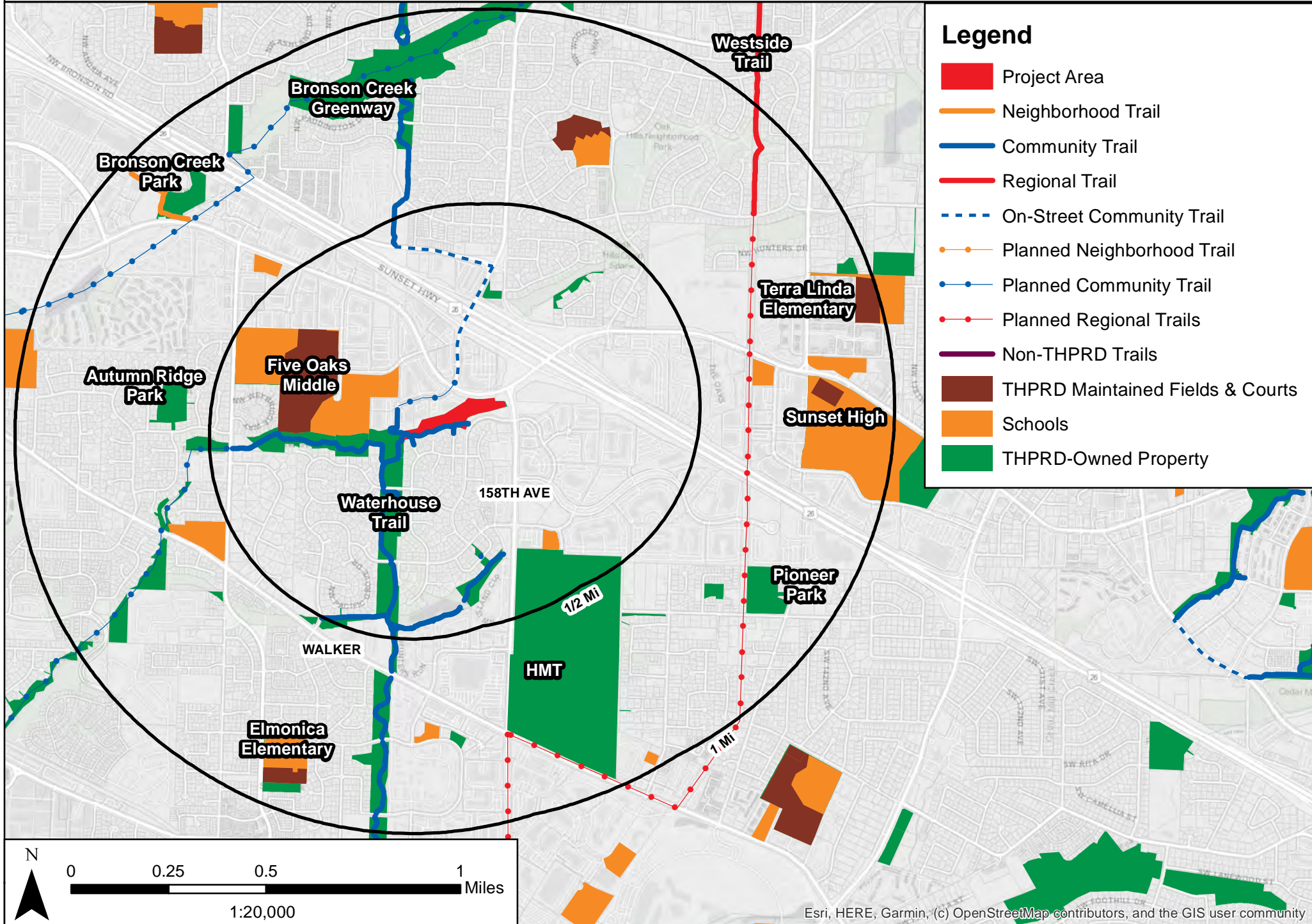
**Document Uploads** [top](#)

| <b>Documents Requested *</b>   | Required? | <b>Attached Documents *</b>   |
|--|-----------|---|
| If an engagement plan was developed for this project, please upload.   |           |   |
| For capital projects that are not acquisitions, upload project plan/design materials.  |           | <a href="#">2016 Trails Functional Plan</a><br><a href="#">Feasibility Study Presentation</a><br><a href="#">Feasibility Study</a>  |
| 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. |           | <a href="#">2020 Vision Action Plan</a><br><a href="#">THPRD Community Engagement and Racial Equity Supplement</a><br><a href="#">Willow Creek Boardwalk Vicinity Map</a><br><a href="#">Willow Creek Boardwalk Aerial Map</a><br><a href="#">Sample Project Engagement Summary</a> |
| Please attach a project map  | ✓         |   |

**Applicant Follow-up Questions**

 Subject Properties  
Tax Lots: 1N132BC 03001, 03500  
Total Area: 6.10 Ac





**Note:** Due to email file size limits at THPRD, the feasibility study included in the application has been removed in this review copy. It will be included in the final IGA.



The following is a summary of Tualatin Hills Park & Recreation District (“THPRD”) efforts to further diversity, equity, inclusion, and access (DEIA). More information about these programs and efforts is available upon request.

### **THPRD Community Engagement and Racial Equity Overview**

Building an organization able to meaningfully engage and partner with diverse communities requires internal commitment. Adopted by THPRD’s Board of Directors in 2021, the district’s Equity & Inclusion Statement demonstrates that ongoing commitment. Authored by employees serving on the district’s intentionally diverse Welcoming and Inclusive Committee (WIC), the statement reflects on THPRD’s history through an equity and anti-racist lens, acknowledges where we are today, and charts a course for how we will carry our commitment of inclusive engagement into the future. The statement reads as follows:

*We acknowledge that all U.S. government agencies have roots stemming from systemic racism and oppression, including THPRD.*

*We seek to hold ourselves accountable for our role in perpetuating these systems and are committed to taking action to create meaningful change.*

*We aspire to bring people together, to be a welcoming and inclusive park & recreation district, and to live our values of advancing social and racial equity.*

Inherent in the Equity and Inclusion Statement is the principle that community input is critical to shaping everything we do at THPRD, from planning, to projects, to programs. THPRD has developed and employs a variety of community engagement tools, practices, and techniques to ensure the direction and work of the park district reflects the needs, values, and priorities of the greater community. These efforts include using intentional, targeted outreach to connect with people across the district in authentic, meaningful ways, specifically reaching out to communities of color, people with low incomes, people experiencing disabilities, and other historically marginalized groups.

### **Vision Action Plan**

The THPRD Board of Directors adopted the Vision Action Plan in September 2020. The co-produced plan, which will shape and inform the direction of the district for years to come, was the result of an immersive, community-driven engagement effort that focused on intentionally

connecting with and centering voices of traditionally marginalized communities. The Visioning Task Force - composed of 13 community volunteers representing diverse life experiences, ages, ethnicities, cultural identities, genders, and more – connected with nearly 10,500 people and collected more than 12,500 ideas at community events, targeted multilingual focus groups with immigrant and refugee community members, online open houses, neighborhood meetings, and more.

The Visioning Task Force helped review and synthesize feedback received from the community, and four goal areas emerged:

- Welcoming and Inclusive
- Play for Everyone
- Accessible and Safe
- Preserving Natural Spaces

For each goal area, specific themes, actions, and strategies were further identified. The Vision Action Plan is a roadmap for THPRD and reflects the needs of our multicultural population. This plan will be utilized as a foundational, community-driven and inspired guiding document for district operations and efforts moving forward and was awarded the 2020 Harold M. Haynes Citizen Involvement Award and the International Association of Public Participation’s 2021 Public Involvement Project of the Year in the United States.

### **Diversity, Equity, Inclusion, and Access**

THPRD’s commitment to Diversity, Equity, Inclusion, and Access (DEIA) starts with the organization’s elected Board of Directors and permeates all levels of the organization from staff to advisory committees. Engaging communities in alignment to THPRD’s DEIA commitment means meaningfully incorporating each letter of the DEIA acronym into how we work with the community.

- **Diversity:** THPRD’s engagement strategy understands that everyone is unique; recognizing individual differences or similarities; and building acceptance and respect while embracing background, experience, skills and specialization, values, culture, and social class.
- **Equity:** Engaging with equity ensures we engage in a just, fair, impartial, and even-handed way. This involves accounting for systemic disadvantages particular groups face.
- **Inclusion:** Inclusion affects how we invite and approach community members on the ground. Our engagement stresses acknowledging, welcoming, respecting, supporting and valuing the authentic participation of any individual or group by creating an environment of belonging that engages multiple perspectives, differing ideas, and individuals from different backgrounds.
- **Access:** Access is both incorporated into our engagement process and as an outcome of our projects. We create access by providing community members multiple avenues for

participation in district- and project-level engagement efforts. This results equitably distributed, community-led park, trail, and natural area projects that serve patrons of all abilities and backgrounds.

### **Access for All**

THPRD launched the Access for All initiative in 2014 in partnership with the Tualatin Hills Park Foundation (THPF). Key goals of this effort were to expand inclusive and unifying recreational activities for all members of the community, specifically but not limited to children and adults experiencing physical and/or developmental disabilities, individuals and families from low-income households, people experiencing language or cultural barriers, those limited by mobility or transportation, older adults, and other groups who may face barriers to participation.

Access for All has become more than a campaign, it's evolved into a guiding philosophy for the park district. Results from the Access for All initiative includes the design and construction of Mountain View Champions Park – the first all abilities playing field established in Oregon, and creation of the Champions Too Steering Committee which is comprised of representatives from organizations that serve and work with the disability community. The steering committee meets regularly to review and inform park district plans and programs. Champions Too member organizations can apply for small grants from THPF to support innovative programs in partnership with THPRD. Other services born out of the Access for All initiative include translation services, gender-neutral restrooms, multicultural events, multilingual signage, and the All Abilities Tri4Youth among others.

Access for All continues to be a hallmark of the park district. Other Access for All programs and services of note include:

- THPRD Financial Aid Program: Households whose income falls below the Federal Free Meal Guidelines are eligible to receive up to \$200 per person annually in financial aid that can be used toward district and affiliate programs, activities, and events.
- Mobile and Virtual Recreation: These programs take recreation classes out to the community, meeting people where they are at in parks, apartment complexes, schools, and more. These programs reach children, seniors, and people of all ages.
- Holiday Gift Drives: THPRD staff and patrons give generously to support local families during the holidays in partnership with Beaverton School District and Beaverton Family Promise.
- Adaptive & Inclusive Recreation Programs: THPRD provides a broad range of accommodations for any patron that needs assistance accessing district programming and facilities free of charge.
- Camp Rivendale: This summer day camp provides recreational opportunities for children and young adults who have physical, emotional, and/or developmental disabilities.
- ACEing Autism: Youth with autism are paired with tennis pros who provide one-on-one instruction and accommodations.



- Programs for 55 and better: The district offers a variety of programs that cater to older individuals and operates the Elsie Stuhr Center which is home to a local chapter of Meals on Wheels.
- Silent Egg Hunt: This autism-friendly holiday event has been hosted in partnership with the Autism Society of Oregon.

### **Land Acknowledgement Alliance**

THPRD has joined a regionwide alliance with public, private, and non-profit partners to collaborate with tribal governments, the Portland metro urban Indian community, and Native writers and artists to craft a formal land acknowledgement statement recognizing the unique relationship between Indigenous peoples and their traditional territories. As part of this effort, THPRD is establishing organizational action items, including assessing policies and engagement practices to build more meaningful, mutually beneficial collaborations with Indigenous Peoples and ultimately improve outcomes for Native American and Alaskan Native community members.

THPRD has committed both staff and financial resources to this effort that is led by the City of Portland and in partnership with Metro, Washington County, City of Beaverton, Meyer Memorial Trust, as well as many other cities, special districts, businesses, and nonprofits around the Portland region.

The strategic engagement that is part of this effort represents a collective action with members of the Native American community to develop a statement that will inform THPRD land acknowledgement practices, communications, signage, programs, habitat restoration projects, and more.

### **Naming Process and Names Catalog**

THPRD has developed an inclusive naming process and names catalog with the intent to honor and celebrate the powerful memories, feelings, and connections both past and present that people from diverse cultures have to the land. To craft the list of names in the names catalog, THPRD has and will continue to reach out to a variety of organizations and community members, including communities of color, indigenous communities, people experiencing disabilities, and LGBTQIA+ communities among others to ensure that each new name added to the catalog is self-identified within our historically marginalized communities. The result is a catalog of naming options for future parks and trails that reflect the unique collective heritage of the area. Each name in the names catalog provides an opportunity for THPRD and our historically marginalized partners to continue to collaborate and draw inspiration for the development of parks and trails from the names they identified. Ultimately, this process is intended to shape and inform a site's cultural and artistic identity, amenities, and interpretive signage. To date, the naming catalog has been used to name or rename four parks: La Raíz Park, Parivāra Park, Pío Pío Park, and Recuerdo Park.

## **Site and Project Specific Engagement**

At the project level, THPRD has developed engagement policies and practices to help ensure meaningful and equitable involvement in planning activities and development or redevelopment of district assets. THPRD categorizes projects into levels based on the extent of the planned development, with each higher level requiring increasingly intensive engagement, sharing more decision-making responsibility with the community.

Strategies employed for site and project specific engagement may include in-person and recorded virtual community meetings held in the languages commonly spoken by the community; events co-produced with area schools or community-based organizations targeting communities that are historically underrepresented in planning processes; presentations to Neighborhood Association Committees (NACs), Community Planning Organizations (CPOs), and partner advisory committees; in-person and online surveys translated into the languages commonly spoken by the community; focus groups; and online media such as blog posts, infographics, and videos summarizing the project and its current status. To recognize the value of community participation and volunteerism, THPRD provides direct compensation, such as gift certificates for meals at local restaurants, and in-direct compensation, such as free multilingual activities, events, and programs for all ages and abilities that inspire community engagement, bring communities together, and are developed in partnership with local cultural organizations, schools, and non-profits.

## **Partnerships with Culturally Specific Organizations and Culturally Responsive Service Delivery**

THPRD is working to develop authentic, meaningful partnerships with community-based and culturally specific organizations. THPRD co-produces events and programs in partnership with the organizations, dedicating staff time and resources to the effort. Some of the programs offered include Welcoming Walks, the Nature Experiences & Workforce Training (NEWT) program, and a bilingual preschool program. THPRD also hosts a quarterly multilingual registration assistance event offering one-on-one support for families and individuals attempting to navigate the online registration system for classes and programs.

THPRD is dedicated to developing these long-term partnerships and trust-based relationships.

## **Racial Justice**

THPRD stands with our community in solidarity for racial justice. The district strives to provide space for youth and Black, Indigenous and People of Color (BIPOC) to share their messages of hope, inspiration, and purpose. THPRD has been inviting student and artist groups from local area high schools and organizations to use art as a form of expression and visual communication for two ongoing projects - Talking Walls and Message Gardens.

## **Intertwine Alliance Equity and Inclusion Cohort, THPRD WIC Committee, & Affinity Groups**

THPRD has joined the Intertwine Alliance's Equity and Inclusion Cohort to better identify organization-specific strategies and action items for dismantling systemic racism operating throughout THPRD, as well as the parks and recreation industry. Areas of change include, but are not limited, to supporting the development of the internal Welcoming and Inclusion Committee (WIC) led by racially and ethnically diverse THPRD staff. Ultimately, this committee will serve as a reviewing body for district policies, procedures, practices, trainings, and more. Areas of change also include the establishment of THPRD staff Affinity Groups, which will provide solidarity spaces for protected status staff and learning spaces for all staff focusing on topics of equity, justice, and inclusion.

### **Affordable Housing Partnerships**

THPRD is making progress on racial inequity and economic inequity by promoting affordable housing. To encourage the development of more affordable housing within the district, THPRD has adopted a policy that will waive System Development Charges (SDCs) for developments providing affordable housing units for households making 30% of metro-area Median Family Income (MFI) and provide a 50% waiver of SDCs for developments serving households between 30-60% of MFI. To ensure affordable housing takes into consideration BIPOC communities, the district requires that affordable housing provide its (1) organizational equity plan; (2) outreach plan for the development (showing who is looking for homes in the community and how they are targeting communities of color); and (3) lease screening criteria. These requirements are intended to inform the Board of steps that affordable housing providers are taking to ensure equity in housing. The district's waiver policy will help address regional housing affordability issues by lowering the cost to develop affordable housing, thereby increasing likelihood affordable housing units will be developed to help meet regional demand. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

In addition to its SDC waiver policy, the district is looking to partner with affordable housing developers to include open space on affordable housing development sites. For example, THPRD recently partner with Community Partners for Affordable Housing (CPAH) on the Cedar Grove Apartments Plaza.

### **Financial Aid Program**

THPRD is committed to serving the needs of all district residents throughout the greater Beaverton area. Through the Financial Aid Program and a dedication to social equity, THPRD is working toward removing financial barriers to participation and ensure that more district residents have access to facilities, programs, and recreational opportunities. This program aims to increase access and participation to community members that are unable to afford typical program fees. Households whose income falls below the Federal Free Meal Guidelines are eligible to receive up to \$200 per person annually in financial aid. Funds can be used toward

general programs and classes, plot fees for the community gardens, and affiliated recreational youth sports leagues.

### **Special Projects**

The concept planning and development process for Mountain View Champions Park is an example of the district's commitment to DEIA engagement. As a part of the Mountain View Champions Park engagement process, THPRD worked with a community-based task force, the local citizens engagement committee, the Beaverton School District, disability advocates, and the surrounding community to iteratively concept plan and design the first ever all abilities sports park in Oregon.

### **THPRD Staff Engagement Specialists & Bilingual Staff**

THPRD has three dedicated engagement specialists on staff who consistently apply a DEIA lens to their work:

1. The Engagement & Partnership Specialist focuses on culturally specific outreach and community engagement for planning and development projects.
2. The Cultural Inclusion Specialist is working to plan collaborations and build authentic partnerships with culturally specific organizations.
3. The Community Engagement Specialist helped lead THPRD's recently completed Community Visioning Process and uses engagement practices filtered through a DEIA lens to gather community input to help shape operations at THPRD for years to come.

In addition, THPRD provides incentive pay for bilingual employees and prioritizes these skills when hiring office techs, reception staff, and park rangers.

### **Internal DEIA Work**

THPRD has committed to advancing DEIA work internally, as well as externally. Over the winter and spring of 2019, THPRD hired an independent consultant specializing in DEIA assessments to conduct an organization-wide diversity, equity, and inclusion assessment and develop recommendations for organizational action. The assessment engaged all levels of staff through affinity and focus groups, interviews, and surveys. Additionally, the WIC reviewed this assessment use it to help guide committee actions and decisions. Finally, the DEIA assessment has also provided THPRD leadership and staff with the foundational data needed to implement and guide further initiatives in areas of DEIA, such as examining hiring practices, developing a more inclusive work-place culture and built environment, and more.

## Exhibit 3 to Attachment A

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Metro  
Parks and Nature  
Parks and Nature  
**Metro 2019 Parks and Nature Bond Local Share Project Submittal Form**  
Deadline: 12/31/2030

**Tualatin Hills Park & Recreation District**  
**Accessible Play Structures**

Jump to: [Eligibility](#) [Submittal Questions](#) [Budget](#) [Scope and Outcomes](#) [Document Uploads](#)

**\$ 942,512.00** Requested

Submitted: 2/3/2022 11:31:51 AM (Pacific)

**Project Contact**

Gery Keck  
[grants@thprd.org](mailto:grants@thprd.org)  
Tel: 5036296305

**Additional Contacts**

*none entered*

**Tualatin Hills Park & Recreation District**

15707 SW Walker Road  
Beaverton, OR 97006  
United States

**General Manager**

Doug Menke  
[dmenke@thprd.org](mailto:dmenke@thprd.org)

Telephone 503-645-6433  
Fax 503-629-6302  
Web [www.thprd.org](http://www.thprd.org)

**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.)*

The Accessible Play Structures project will improve Bonny Slope and Rock Creek Parks by replacing aging, outdated playground equipment with, nature-play structures while improving stormwater management and pedestrian infrastructure leading to play areas.

#### 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?*

The Tualatin Hills Park & Recreation District (THPRD) is seeking \$942,512 of its \$8,628,870 2019 Parks and Nature Bond Local Share program funding allocation to make improvements to Bonny Slope and Rock Creek Parks that each serve rapidly diversifying neighborhoods. Improvements at the two sites include replacing aging and outdated playground equipment with nature-play elements, making green infrastructure updates, and upgrading sidewalks and seating areas.

The current playground equipment at these sites has exceeded or will exceed its normal life expectancy within the next year and does not address the needs and interests expressed by community members through THPRD's Vision Action Plan. Based on community input, THPRD intends to replace those structures with nature-play elements, which may include log climbers, boulder scrambles, steppingstones, hillslope slides, and natural-fiber net climbers. The new play areas will be designed to eliminate as many barriers to participation as possible and will include features such as mobility-friendly play surfaces and Americans with Disabilities Act (ADA)-accessible pathways.

In addition to the play area improvements, the projects will include green infrastructure upgrades and the addition of topographic features. Based on community input, plans could include new vegetated swales, adding to the natural feel of the park and ensuring year-round accessibility. Topographic features such as berms and mounds may also be added to the site.

Other potential improvements include upgrading existing seating and gathering areas with ADA-accessible options, rerouting and/or widening walking paths on-site to accommodate play area improvements and ADA access, and other site work critical to the integrity and safety of the parks such as grading and retaining wall installation.

#### 3. Location

*Provide project address and/or map coordinates.*

Bonny Slope Park: 11100 NW Thompson Road, Portland, Oregon 97229. Rock Creek Park: 20107 NW Rock Creek Boulevard, Portland, Oregon 97229

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

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

Bonny Slope Park is 2.65 acres and includes baseball/softball and soccer fields, basketball courts, a paved walking trail that encircles the park, and a traditional playground with a swing set. The park is located adjacent to a Tualatin Valley Water District water reservoir. The park is composed of two tax lots both owned by THPRD.

Rock Creek Park is 6.82 acres and features basketball courts, picnic tables, a large grassy lawn, traditional playground equipment with a swing set, and access to the Regional Rock Creek Trail. The park is also adjacent to a wetland area. Additional stormwater detention capacity may be required through the Clean Water Services permitting process. The park is composed of one tax lot owned by THPRD.

## 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

## 7. Capital project timeline

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

June, 2022. THPRD is ready to start this project following approval of a THPRD-Metro IGA authorizing project funding. THPRD anticipates that an IGA may be ready by the third week of May, allowing THPRD's Board of Directors to decide on that IGA in June.

## 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

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### 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?*

This project will follow local jurisdictional requirements to protect water resources at both Bonnie Slope and Rock Creek Park. 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 parks remain accessible year-round.

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 parks more accessible and inclusive.

## Local share investment categories (Section 6 of Handbook)

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### 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 categories because it will redevelop and enhance public access facilities at public parks.

Existing traditional playground equipment at Bonny Slope and Rock Creek Parks has outlived its useful life and does not include the features identified in THPRD's 2020 Vision Action Plan (VAP). The VAP – which was based on extensive, intentional outreach led by a diverse steering committee comprised of 13 community members that generated over 12,500 ideas from 10,000 community members – calls for more creative, themed playgrounds and nature play options in parks.

ADA improvements to the site will increase public access and align with the VAP priorities of updating spaces to meet accessibility needs, adding accessible benches in parks and trails, and increasing the number of accessible play areas for people with disabilities. Other site improvements made based on community feedback will incorporate the latest green infrastructure practices to ensure year-round public access.

## Local share criteria (Section 7.2 of Handbook)

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### 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.*

This project satisfies a variety of Local Share program criteria. First, the project will improve critical capital infrastructure at two locations to ensure those parks are safe and welcoming by providing accessible play areas, paths to and seating around play areas, and more based on community input.

Second, this project will improve accessibility and inclusiveness of developed parks by replacing outdated traditional playground equipment with nature-play features and mobility-friendly play surfaces. New play elements will have space for kids to play, explore, and fall safely.

Third, the project will improve the visitor experience by investing in existing park amenities, breathing new life into Bonny Slope Park and Rock Creek Park. These improvements will also ensure visitors of all abilities are able to use play equipment and that play elements are useable year-round.

Finally, the use of durable, sustainable materials and improved stormwater management will improve the efficiency and effectiveness of operations and maintenance within these developed parks, potentially reducing the cost of routine maintenance.

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

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### 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.*

This project will use low-impact development practices and green infrastructure throughout the project design and development



phases to better integrate functions of the natural environment into the project. THPRD will work with Clean Water Services and other industry-leading partners and regulatory agencies to ensure project design and development meets or exceeds all state and local requirements for promoting climate-resilient and environmentally friendly construction and maintenance practices. Green infrastructure improvements used in this project may include swales or detention basins. This project will expand the current site's stormwater management capacity ensuring the park is useable year-round.

## **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.*

THPRD shares the 2019 Parks and Nature Bond values of meaningful community engagement and racial equity. Not only are these values reflected in THPRD's overarching mission, they permeate all levels of THPRD's work in partnership with the diverse communities we serve. Integral to achieving this mission is our Diversity, Equity, and Inclusion (DEI) statement, which informs how we engage and support our community in alignment with the bond's values of meaningful community engagement and racial equity. For more details on THPRD community engagement efforts, please refer to the attached THPRD Community Engagement Summary.

The Accessible Play Structures project was identified because of its alignment with the district's 2020 Vision Action Plan (VAP) and capital planning process. VAP engagement was facilitated by the Vision Task Force - a group of THPRD community members selected for their diverse identities, life experiences, and geographic dispersion throughout the district - who engaged over 10,000 community members, soliciting over 12,500 ideas through in-person and virtual open houses, focus groups, surveys, etc. The VAP identified four Goal Areas - Welcoming and Inclusive, Play for Everyone, Accessible and Safe, and Preserving Natural Spaces - and each Goal Area identifies actions for THPRD to pursue.

The Accessible Play Structures project aligns with all four community-identified VAP Goal Areas. Welcoming and Inclusive actions relevant to this project include: welcoming spaces for people of all races, gender identity, ability & sexual orientations; facilities in underserved & growing areas; intentional engagement with diverse community groups; and, community involved & collaborative decision-making. For the Play for Everyone goal, particularly relevant actions include: accessible play areas for people with disabilities; play equipment for all sizes and heights; and, nature play options in parks. Under the Accessible and Safe goal area, applicable actions include: clean & update parks, paths, play equipment & facilities; update spaces to meet accessibility needs; and, accessible benches in parks & trails. Within the Preserving Natural Spaces goal area, relevant actions include: be a leader in responding to climate change; accessible places to rest, relax & enjoy nature; and, provide trails for different activities, abilities & uses.

Benefits from this project will first-and-foremost accrue to the rapidly diversifying community surrounding the project sites. These groups include residents under-18 and fast-growing Asian and Pacific Islander, Latinx, and multiracial communities. Additionally, the project will benefit those who already use the playgrounds at Bonny Slope and Rock Creek Parks as they will be able to enjoy newly updated play equipment.

THPRD will use equity-informed engagement techniques when seeking community feedback on the design and development of these playgrounds and park features. This will include in-person and virtual engagement sessions; community meetings;

and coordination with partner jurisdictions, Community Participation Organizations (CPOs), and community groups to ensure a diversity of voices are represented. These opportunities ensure diverse groups of people have forums where they feel comfortable providing feedback without the need to defend or explain the experiences and cultures informing their participation. The engagement process that will be employed for the Accessible Play Structure project is not new; over years, THPRD has honed this process and uses it when studying and developing new projects across the district.

Community engagement for this project will comply with THPRD outreach policy and the district's DEI statement. Concept planning for this project has not yet commenced, so engagement format, activities, and the questions posed during those sessions will be developed as the concept planning phase progresses. Engagement activities will be tailored to the unique context of the Bonny Slope and Rock Creek Park playground replacement projects and the format and tactics used to engage community members will be tailored to the unique demographic composition of the Bonny Slope and Rock Creek communities. In the past, THPRD has determined engagement tactics and activity formats, such as language-specific outreach, in partnership with local institutions and community-based organizations. This approach will also be employed for the Accessible Play Structure project. Examples of engagement tactics that THPRD has experience with and that may be employed include in-person and virtual community meetings held in the languages commonly spoken by the community; events co-produced with area schools or community-based organizations targeting communities that are historically underrepresented in planning processes; in-person and online surveys translated into the languages commonly spoken by the community; and online media such as blog posts, infographics, and videos summarizing the project and its current status. To recognize the value of community participation and volunteerism, THPRD provides direct compensation, such as gift certificates for meals at local restaurants or passes to our recreation centers, and in-direct compensation, such as free multilingual activities, events, and programs for all ages and abilities that inspire community engagement, bring communities together, and are developed in partnership with local cultural organizations, schools, and non-profits.

Similarly, because the project has yet to enter the concept planning phase, THPRD does not have project-specific data on who participated, or the feedback received. THPRD will look to the VAP's process, detailed in the attached Community Engagement Summary, when tracking engagement participation, feedback, reporting, and evaluation methods and will take great care to diligently track these metrics throughout project implementation. Additionally, THPRD will track qualitative metrics that indicate whether THPRD is effectively engaging historically underrepresented communities, such as asking attendees how we can improve their experience and make district engagement more welcoming and how attendees heard about engagement events or surveys.

With respect to evaluation, THPRD staff diligently review the efficacy of engagement methods through a variety of measures. Additionally, THPRD solicited feedback on engagement from partners with our recent Baker Loop Neighborhood Park concept planning project. Quantitatively, THPRD evaluates attendance and participation at engagement events to measure influence on the planning process. THPRD anticipates using these evaluation methods on the Accessible Play Structures project; however, we are also working to evolve our evaluation process to make sure our engagement methods are responsive to the communities we serve.

Tailoring THPRD's engagement approach to the unique conditions of this project and community is paramount. To that end, we are continually assessing how we can improve our outreach and engagement methods to ensure that engagement is inclusive and representative of the communities where our projects are located. As this project progresses, we will provide regular updates on project progress and outcomes at project engagement events, CPO meetings, and through the project's online webpage and THPRD newsletters.

## **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?*

THPRD supports the expansion of equity in contracting in various ways. First, sections 5.18-20 of THPRD's District Compiled Policies (DCPs) discuss THPRD's commitment to and guidance for including, considering, and prioritizing equity and

sustainability in contracting and procurement. These policies include guidance for ensuring Minority, Women, Small Emerging, and Service-Disabled Veteran-owned Businesses (MWESB-SDV), particularly those with MWESB-SDV and COBID certifications, are made aware of THPRD projects and are prioritized during bid and proposal review. To implement this at the project level, THPRD procurement staff encourage MWESB businesses to bid on district procurements and staff are required to solicit at least three bids from MWESB-SDV or COBID-certified businesses for projects under \$100,000.

In addition to the above policies, THPRD is also working toward equity in contracting in other ways. First, the district recently launched a self-defined business program. As an initial step toward COBID certification, the program allows businesses that have not yet received COBID recognition but meet MWESB-SDV certification criteria to qualify for work with THPRD as if they were COBID-certified. Through this program, THPRD supports businesses seeking COBID certification by raising awareness and providing information on the certification process.

Second, THPRD is taking steps to build relationships with MWESB-SDV and COBID-certified business and contracting networks. THPRD's Procurement Administrator has joined the Oregon Association of Minority Entrepreneurs (OAME) and will be attending monthly OAME meetings.

Finally, THPRD Procurement and Design & Development staff are collaborating to identify strategies to further THPRD's success in working with minority contractors – including direct outreach to contractors identified as having qualifications that align with active Request for Bids (RFBs) and Requests for Proposals (RFPs) and outreach to collect feedback on procurements after they close.

### **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?*

The policies and procedures described in response to question 20 that are in place to ensure greater equity in contracting will also support diversifying the construction industry workforce.

In addition to these policies and procedures, THPRD will audit bidders to understand what proportion of their companies are women- and/or minority-owned and what proportion of the firm's subcontractor network is MWESB-SDV or COBID-certified.

Also, our Design & Development department - which manages our large construction projects - is working to build relationships with MWESB-SDV, COBID, and self-defined businesses by offering technical support and seeking feedback from these firms after procurements close.

Finally, THPRD is tracking the rollout of Metro's Construction Career Pathways program framework and supports Metro's effort to train a diverse regional workforce.

### **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 Accessible Play Structures project qualifies as a Tier 1 project. THPRD 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)**

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### **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?*

Between 2010 and 2019, communities within a 1/2-mile walk of Rock Creek and Bonny Slope Parks (service area) have experienced significant change. The population of the Bonny Slope and Rock Creek service areas increased by 108.1% and 6.8% respectively and the population of children under 5-years old increased by 40.0% and 10.7%. Additionally, both service areas are rapidly diversifying with significant growth in BIPOC communities. According to 2019 American Community Survey (ACS) data, the three largest racial and ethnic groups within the Bonny Slope area were: 1) white people (60.4%); 2) Asian peoples (32.6%); and 3) Hispanic/Latinx peoples (4.7%). Within the Rock Creek Park service area, the three largest racial and ethnic groups are: 1) white people (85.1%); 2) Hispanic/Latinx peoples (14.8%), and 3) those identifying with Two or More Races (7.3%). Of racial and ethnic groups comprising more than 1% of the Bonny Slope service area's population, the three racial and ethnic groups growing most rapidly are: African Americans (+2,120.0%); Asian peoples (+350.3%); and Hispanic/Latinx peoples (+188.3%). The three racial and ethnic groups growing most rapidly within the Rock Creek service area are: Hispanic/Latinx peoples (+145.9%); those identifying with Two or More Races (+77.8%); and those identifying as One Other Race (+7.6%).

Regarding household incomes, 2019 ACS data shows increases in median household incomes in the Rock Creek (+4.6%) and Bonny Slope (+41.8%) service areas since 2010; however, the number of people living below the poverty level has also increased by 0.9% and 2.1% respectively. Additionally, 2019 ACS data shows significant growth in average household sizes in the Rock Creek (+9.7%) and Bonny Slope (+7.0%) service areas. Finally, the Rock Creek service area has a population who identify as living with a disability (10.1%).

Demographically, patrons within the Rock Creek and Bonny Slope service areas are different from those living within THPRD's district-wide service area. The share of population under 5-years old within the Rock Creek service area exceeds that of the district. With respect to race, the Rock Creek service area has a larger multi-racial population (2.4% above the district median), and the Bonny Slope service area has a significantly larger Asian population (18.8% above the district median) than the district at-large. Linguistically, the Bonny Slope service area has more people who speak Asian and Pacific Islander languages (11.9% above the district median) and Indo-European languages (8.1% above the district median) at home. Also, the Bonny Slope service area contains the census tracts with the highest rate of people who speak Asian and Pacific Island languages (28.3%) and Indo-European languages (14.0%) at home district-wide. Finally, the average household sizes within the Rock Creek (0.4%) and Bonny Slope (20.4%) service area are larger than those elsewhere in the district.

## **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?*

THPRD has taken steps to ensure park, trail, natural area, and athletic facility investments are sited equitably and remain accessible to the racially and ethnically diverse areas they serve by:

- Reducing costs for traditionally under-resourced communities to gather in parks and use district facilities through grants, financial aid, and cultural inclusion programs;
- Using equity-informed, community-based engagement that empowers communities to co-produce concept plans for new THPRD amenities, like the future Baker Loop Park;
- Centering the cultures and histories of traditionally under-represented groups through dialog and collaborative research through projects like the district's new community-informed Park Naming process;
- Employing staff that maintain and deepen partnerships with community-based organizations and local schools so that THPRD can effectively engage with communities surrounding district projects;
- Collaborating with partner jurisdictions to promote holistic neighborhood stabilization strategies and policy through partnerships like the ongoing THPRD-Beaverton Downtown Parks and Open Space Framework Plan project and the People, Parks, and Power: National Initiative for Green Space, Health Equity, and Racial Justice anti-displacement grant that THPRD recently applied for; and,
- Enacting forward-thinking, equity-based policies designed to center traditionally under-represented groups within district action such as the goals and actions within the 2020 Vision Action Plan and THPRD's new Diversity, Equity, and Inclusion statement.

Additionally, THPRD has adopted policies to help ensure housing is affordable for patrons of all socioeconomic backgrounds. Through our Parks (PFP) and Trails Functional Plans (TFP), THPRD is actively prioritizing and investing in park and trail developments that serve historically disadvantaged groups. Using the Trails and Park Development Prioritization Matrices, THPRD directs investment to underserved communities by prioritizing those projects being developed in Environmental Protection Agency (EPA) Environmental Justice (EJ) areas.

To ensure development fees do not diminish affordable housing production, THPRD is using System Development Charges (SDC) waivers to help encourage affordable housing development. In 2020, THPRD's board adopted a new policy that waives 100% of park SDCs for developments supplying affordable housing units for households making 30% of metro-area Median Family Income (MFI) and provides a 50% waiver of park SDCs for developments serving households between 31-60% of MFI.

Additionally, this policy realigned SDCs for attached dwellings – townhomes, duplexes, triplexes, and fourplexes – with multifamily SDC rates. The district also adopted a tiered approach for single-family housing. Realigning SDCs for attached dwellings and tiering single-family SDCs are intended to encourage additional development of “missing middle” housing. Finally, the district minimized SDCs for Accessory Dwelling Units by adopting the lowest defensible occupancy rate.

THPRD’s updated SDC policy targets crucially needed “missing middle” housing types that are traditionally more affordable than large, detached single-family homes and promote walkable communities with locally serving retail options and comprehensive public transportation coverage. Additionally, this policy helps address regional housing affordability issues by lowering the cost to develop affordable housing, making affordable housing units more attractive to develop and contributing to the regional supply. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

## 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?*

THPRD would appreciate Metro’s guidance on best practices for strategies to mitigate gentrification and displacement for non-permitting agencies, including new ways THPRD might coordinate with jurisdictional partners in pursuit of this goal. Next, working with Metro staff to establish clear reporting expectations including deliverables review and feedback timelines as well as ZoomGrants support. Finally, the district would appreciate Metro guidance on Metro’s Nature Play design standard so that THPRD can ensure alignment with that standard.

## Budget [top](#)

| Budget   | Local Share funds requested | Leveraged funds      | Total Program Budget (Calculated) |
|--|-----------------------------|----------------------|-----------------------------------|
| Design/Architecture/Engineering  | \$ 164,000.00               |                      | \$ 164,000.00                     |
| Permitting   | \$ 29,000.00                |                      | \$ 29,000.00                      |
| Construction (including materials, equipment, 3rd party labor, etc)  | \$ 518,531.00               |                      | \$ 518,531.00                     |
| 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) | \$ 94,251.00                | \$ 105,749.00        | \$ 200,000.00                     |
| Contingency  | \$ 136,730.00               |                      | \$ 136,730.00                     |
| Other (if needed, please provide other budget category descriptions below and details in the budget narrative)             |                             |                      | \$ 0.00                           |
| <b>Total</b>   | <b>\$ 942,512.00</b>        | <b>\$ 105,749.00</b> | <b>\$ 1,048,261.00</b>            |

### Budget Narrative

The budget was estimated by THPRD’s Design & Development staff and is based on historical, inflation-adjusted, playground replacement costs from applicable projects. As an expert in studying and developing playgrounds, parks, trails, and natural areas; THPRD has a high degree of confidence in its budgeting. Despite this confidence, current market and construction materials pricing volatility means that THPRD must recognize the possibility that budgeted costs may change over time.

Metro Local Share funds will be used to leverage roughly ~\$105,000 in funds from THPRD toward staffing two engagement, planning, design, and development projects, one for each park. Without Local Share funding support, THPRD would not be able to complete these projects as they are not eligible for district System Development Charge (SDC) funds, are not able to be sufficiently supported through available grants, and, due to COVID-related budget impacts, are not able to be funded through the district’s general fund.

## Scope and Outcomes [top](#)

### Scope of work (See section 9 in Handbook)

| #  | Schedule   | Specific tasks                                    | Responsible party         |
|----|--|---|---------------------------|
| 1. | 4 months (6/22 - 9/22)                             | Procure design consultant                         | THPRD                     |
| 2. | 1 month (10/22)                                    | Project kick off                                  | THPRD                     |
| 3. | 2 months (11/22 - 12/22)                           | Site inventory and analysis                       | Consultant                |
| 4. | 8 months (1/23 - 8/23)                             | Concept plan/Public engagement                    | THPRD/Consultant          |
| 5. | 4 months (9/23 - 12/23)                            | Design development/ Land use                      | Consultant                |
| 6. | 4 months (1/24 - 4/24)                             | Construction documentation                        | Consultant                |
| 7. | 3 months (5/24 - 7/24)<br>5 months (8/24 - 12/24)  | Permitting<br>Seasonal Delay - Wet Weather Season | Consultant                |
| 8. | 5 months (1/25 - 5/25)                             | Construction bidding/ Contract set up             | THPRD                     |
| 9. | 3 months (6/25 - 9/25)<br>3 months (10/25 - 12/25) | Construction<br>Project closeout                  | THPRD/Consultant<br>THPRD |

## Tracking outcomes

| #                                | GOALS   | OUTCOMES   | DATA COLLECTION METHOD   |
|----------------------------------|---|--|--|
| 1. Overall                       | <p>THPRD will measure the success of this project according to its alignment with the goals of the 2020 Vision Action Plan (VAP), 2019 Parks Functional Plan (PFP), and ADA Transition Plan. THPRD will incorporate VAP goal areas and actions into the project as design themes and ensure compliance with 2019 PFP design criteria and ADA standards.</p> <p>Additionally, we will track public engagement, community feedback, costs, timeline, alignment with existing priorities, and alignment with tracking and reporting outcomes identified in the IGA.</p>  | Compliance with VAP themes and PFP & ADA design criteria                     | THPRD will measure compliance by assessing the project's fulfillment of VAP themes and PFP & ADA design criteria at each project stage   |
| 2. Selected local share criteria | <p>Alignment with Local Share Program Criteria.</p> <p>THPRD will work with consultants and contractors to ensure the project meets Local Share program criteria throughout the project. Design &amp; Development staff will work with consultants to incorporate Local Share criteria into the project as themes. These themes will then be audited at the beginning and end of each project phase to help ensure that these criteria remain central to the project as it moves forward.</p>   | Meet as many Local Share Program criteria as possible with a minimum of one. | Themes will then be audited at the beginning and end of each project phase to help ensure that these criteria remain central to the project as it moves forward.   |
| 3. Meaningful engagement         | <p>Alignment with Community Engagement and Racial Equity Criteria.</p> <p>Project-specific community engagement will be designed based on THPRD practices and the meaningful engagement criteria in the bond. THPRD 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 board of directors and Community Participation Organizations, updates on social media, updates on websites, and newsletters.</p> | Meet all Community Engagement and Racial Equity bond criteria.               | THPRD will make the Bond's meaningful engagement criteria required themes of project engagement and design and will audit fulfillment of these themes at the end of each project phase to ensure they are met. |
| 4. Climate resiliency            | <p>Alignment with Climate Resiliency Criteria.</p> <p>THPRD will seek to meet as many Climate Resiliency criteria as possible. To evaluate</p>  | Meet as many Climate Resiliency criteria as possible with a minimum of       | Themes will be audited at the beginning and end of each project phase to help ensure that Climate Resiliency criteria  |

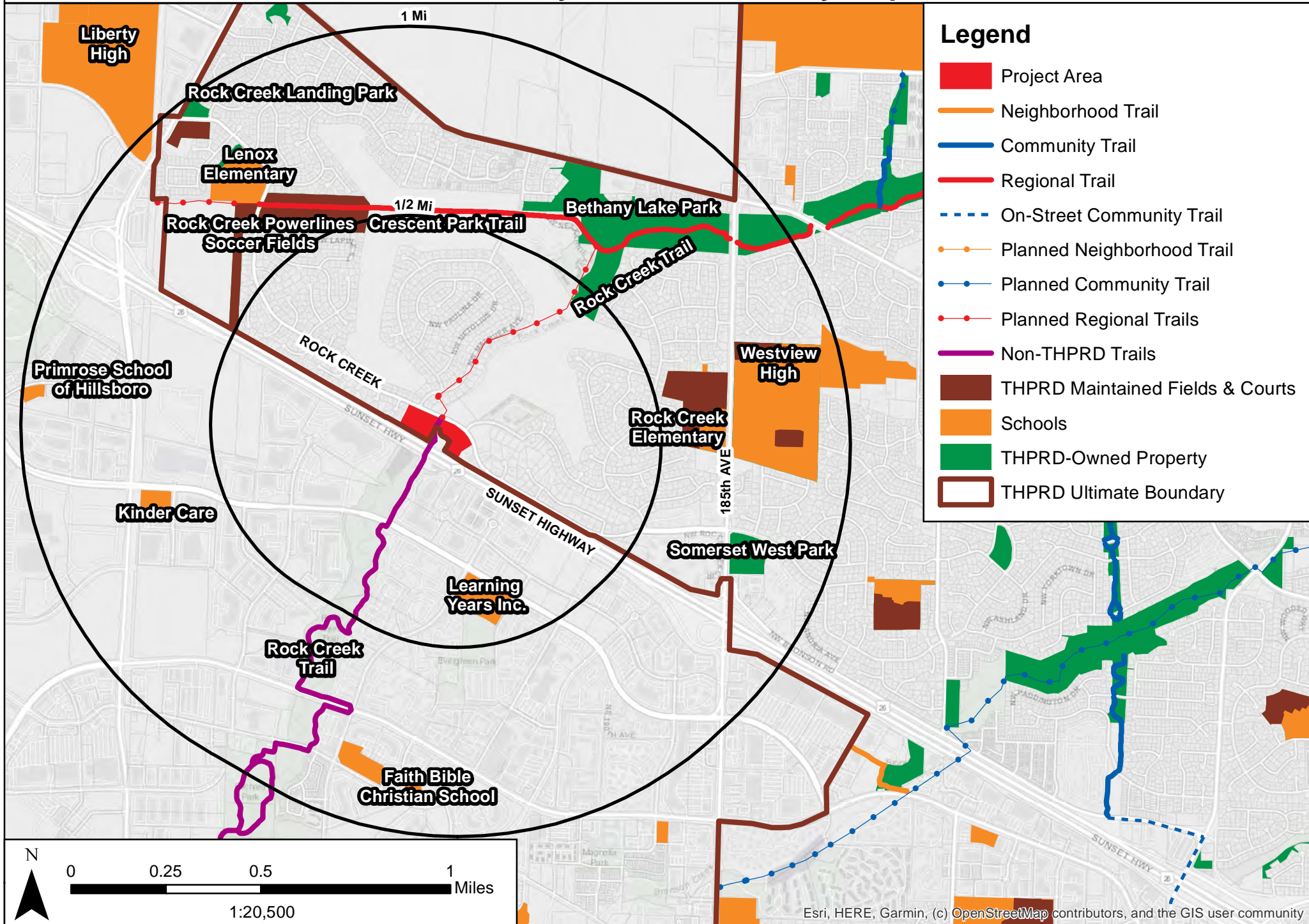
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|---|---|--|--|
|   | whether the project is supporting climate resiliency, THPRD will incorporate climate resiliency criteria into the project as themes.  | one.   | remain central to the project as it moves forward.   |
| 5. COBID contract utilization and workforce diversity | <p>Alignment with Tier 1 of Local Share Program equity in contracting criteria.</p> <p>THPRD will track whether contracts are awarded to COBID, MWESB-SDV, or self-defined contractors. We will evaluate the number of bids received from COBID, MWESB-SDV, or self-defined firms, and review our communication and outreach efforts.</p> <p>Should the winning bid originate from a non-certified firm, THPRD will audit the firm to ensure they meet with the Bond measure's intent by determining what portion of the company is women- and/or minority-owned and what proportion of the firm's subcontractor network is MWESB-SDV or COBID-certified.</p> | <p>- Encourage workforce diversity</p> <p>- Encourage contractors to take part in Metro's Construction Career Pathways Program</p> | Workforce diversity tracking using certified payroll |
| 6.  |   |  |  |
| 7.  |   |  |  |
| 8.  |   |  |  |
| 9.  |   |  |  |
| 10.   |   |  |  |

**Document Uploads** [top](#)

| <b>Documents Requested *</b>   | Required? | <b>Attached Documents *</b>   |
|--|-----------|---|
| If an engagement plan was developed for this project, please upload.   |           |   |
| For capital projects that are not acquisitions, upload project plan/design materials.  |           | <a href="#">2019 Parks Functional Plan</a>  |
| 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. |           | <a href="#">THPRD Community Engagement and Racial Equity Supplement</a><br><a href="#">Rock Creek Park Aerial Map</a><br><a href="#">Rock Creek Park Vicinity Map</a><br><a href="#">Bonny Slope Park Aerial Map</a><br><a href="#">Bonny Slope Park Vicinity Map</a><br><a href="#">2020 Vision Action Plan</a><br><a href="#">Sample Project Engagement Summary</a> |
| Please attach a project map  | ✓         |   |

**Applicant Follow-up Questions**


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- 2 -empty-
- 3 -empty-

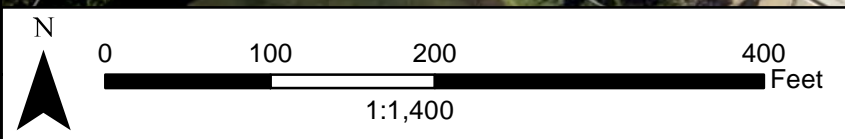


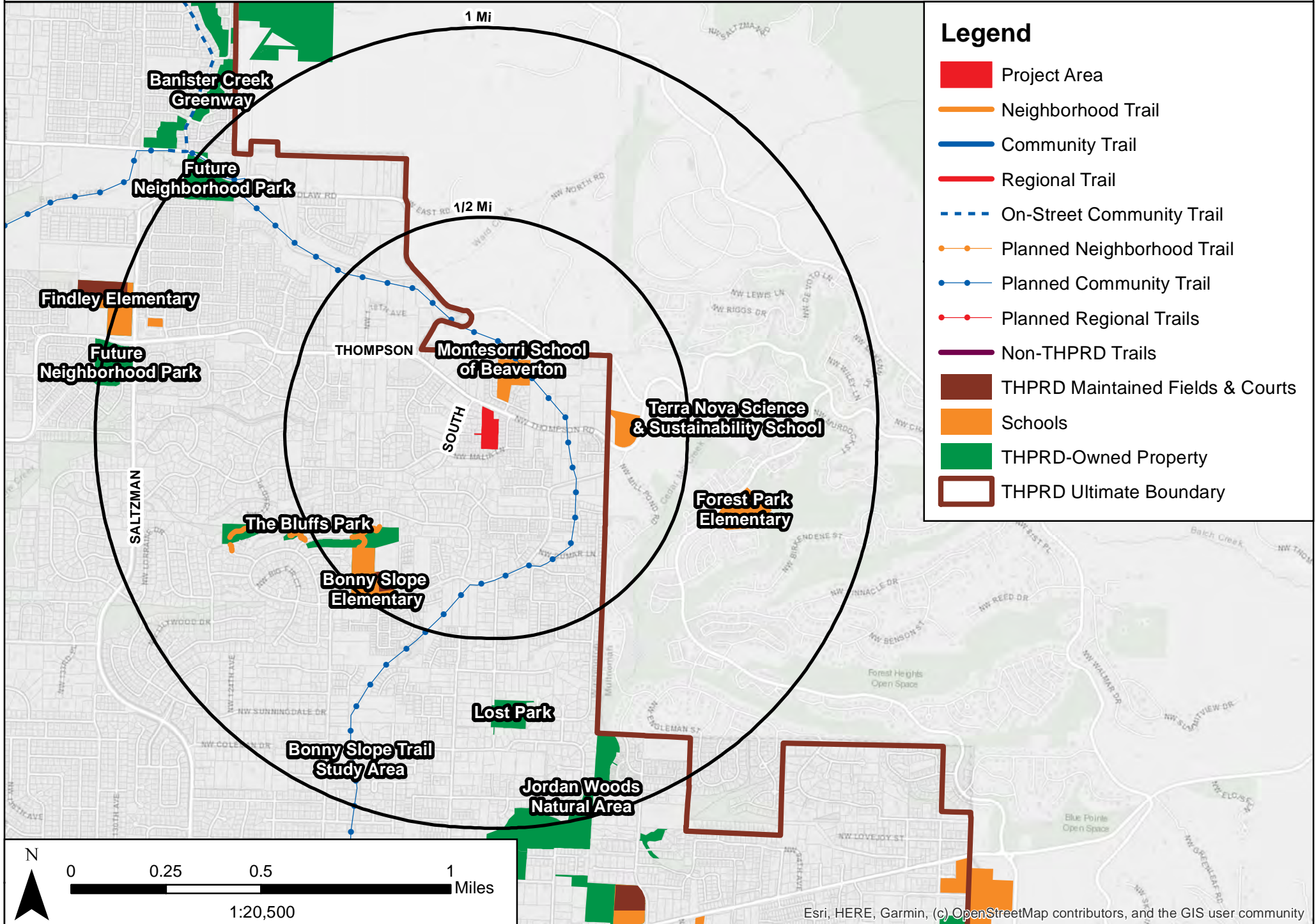
**Legend**

- Project Area
- Neighborhood Trail
- Community Trail
- Regional Trail
- - - On-Street Community Trail
- Planned Neighborhood Trail
- Planned Community Trail
- Planned Regional Trails
- Non-THPRD Trails
- THPRD Maintained Fields & Courts
- Schools
- THPRD-Owned Property
- THPRD Ultimate Boundary



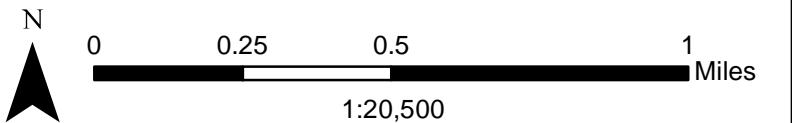
 Subject Property  
Tax Lot: 1N224CC 02300  
Total Area: 6.82 Ac






**Legend**

- Project Area
- Neighborhood Trail
- Community Trail
- Regional Trail
- On-Street Community Trail
- Planned Neighborhood Trail
- Planned Community Trail
- Planned Regional Trails
- Non-THPRD Trails
- THPRD Maintained Fields & Courts
- Schools
- THPRD-Owned Property
- THPRD Ultimate Boundary



 Subject Property  
Tax Lot: 1N127AB02700  
Total Area: 4.60 Ac





The following is a summary of Tualatin Hills Park & Recreation District (“THPRD”) efforts to further diversity, equity, inclusion, and access (DEIA). More information about these programs and efforts is available upon request.

### **THPRD Community Engagement and Racial Equity Overview**

Building an organization able to meaningfully engage and partner with diverse communities requires internal commitment. Adopted by THPRD’s Board of Directors in 2021, the district’s Equity & Inclusion Statement demonstrates that ongoing commitment. Authored by employees serving on the district’s intentionally diverse Welcoming and Inclusive Committee (WIC), the statement reflects on THPRD’s history through an equity and anti-racist lens, acknowledges where we are today, and charts a course for how we will carry our commitment of inclusive engagement into the future. The statement reads as follows:

*We acknowledge that all U.S. government agencies have roots stemming from systemic racism and oppression, including THPRD.*

*We seek to hold ourselves accountable for our role in perpetuating these systems and are committed to taking action to create meaningful change.*

*We aspire to bring people together, to be a welcoming and inclusive park & recreation district, and to live our values of advancing social and racial equity.*

Inherent in the Equity and Inclusion Statement is the principle that community input is critical to shaping everything we do at THPRD, from planning, to projects, to programs. THPRD has developed and employs a variety of community engagement tools, practices, and techniques to ensure the direction and work of the park district reflects the needs, values, and priorities of the greater community. These efforts include using intentional, targeted outreach to connect with people across the district in authentic, meaningful ways, specifically reaching out to communities of color, people with low incomes, people experiencing disabilities, and other historically marginalized groups.

### **Vision Action Plan**

The THPRD Board of Directors adopted the Vision Action Plan in September 2020. The co-produced plan, which will shape and inform the direction of the district for years to come, was the result of an immersive, community-driven engagement effort that focused on intentionally

connecting with and centering voices of traditionally marginalized communities. The Visioning Task Force - composed of 13 community volunteers representing diverse life experiences, ages, ethnicities, cultural identities, genders, and more – connected with nearly 10,500 people and collected more than 12,500 ideas at community events, targeted multilingual focus groups with immigrant and refugee community members, online open houses, neighborhood meetings, and more.

The Visioning Task Force helped review and synthesize feedback received from the community, and four goal areas emerged:

- Welcoming and Inclusive
- Play for Everyone
- Accessible and Safe
- Preserving Natural Spaces

For each goal area, specific themes, actions, and strategies were further identified. The Vision Action Plan is a roadmap for THPRD and reflects the needs of our multicultural population. This plan will be utilized as a foundational, community-driven and inspired guiding document for district operations and efforts moving forward and was awarded the 2020 Harold M. Haynes Citizen Involvement Award and the International Association of Public Participation’s 2021 Public Involvement Project of the Year in the United States.

### **Diversity, Equity, Inclusion, and Access**

THPRD’s commitment to Diversity, Equity, Inclusion, and Access (DEIA) starts with the organization’s elected Board of Directors and permeates all levels of the organization from staff to advisory committees. Engaging communities in alignment to THPRD’s DEIA commitment means meaningfully incorporating each letter of the DEIA acronym into how we work with the community.

- **Diversity:** THPRD’s engagement strategy understands that everyone is unique; recognizing individual differences or similarities; and building acceptance and respect while embracing background, experience, skills and specialization, values, culture, and social class.
- **Equity:** Engaging with equity ensures we engage in a just, fair, impartial, and even-handed way. This involves accounting for systemic disadvantages particular groups face.
- **Inclusion:** Inclusion affects how we invite and approach community members on the ground. Our engagement stresses acknowledging, welcoming, respecting, supporting and valuing the authentic participation of any individual or group by creating an environment of belonging that engages multiple perspectives, differing ideas, and individuals from different backgrounds.
- **Access:** Access is both incorporated into our engagement process and as an outcome of our projects. We create access by providing community members multiple avenues for

participation in district- and project-level engagement efforts. This results equitably distributed, community-led park, trail, and natural area projects that serve patrons of all abilities and backgrounds.

### **Access for All**

THPRD launched the Access for All initiative in 2014 in partnership with the Tualatin Hills Park Foundation (THPF). Key goals of this effort were to expand inclusive and unifying recreational activities for all members of the community, specifically but not limited to children and adults experiencing physical and/or developmental disabilities, individuals and families from low-income households, people experiencing language or cultural barriers, those limited by mobility or transportation, older adults, and other groups who may face barriers to participation.

Access for All has become more than a campaign, it's evolved into a guiding philosophy for the park district. Results from the Access for All initiative includes the design and construction of Mountain View Champions Park – the first all abilities playing field established in Oregon, and creation of the Champions Too Steering Committee which is comprised of representatives from organizations that serve and work with the disability community. The steering committee meets regularly to review and inform park district plans and programs. Champions Too member organizations can apply for small grants from THPF to support innovative programs in partnership with THPRD. Other services born out of the Access for All initiative include translation services, gender-neutral restrooms, multicultural events, multilingual signage, and the All Abilities Tri4Youth among others.

Access for All continues to be a hallmark of the park district. Other Access for All programs and services of note include:

- THPRD Financial Aid Program: Households whose income falls below the Federal Free Meal Guidelines are eligible to receive up to \$200 per person annually in financial aid that can be used toward district and affiliate programs, activities, and events.
- Mobile and Virtual Recreation: These programs take recreation classes out to the community, meeting people where they are at in parks, apartment complexes, schools, and more. These programs reach children, seniors, and people of all ages.
- Holiday Gift Drives: THPRD staff and patrons give generously to support local families during the holidays in partnership with Beaverton School District and Beaverton Family Promise.
- Adaptive & Inclusive Recreation Programs: THPRD provides a broad range of accommodations for any patron that needs assistance accessing district programming and facilities free of charge.
- Camp Rivendale: This summer day camp provides recreational opportunities for children and young adults who have physical, emotional, and/or developmental disabilities.
- ACEing Autism: Youth with autism are paired with tennis pros who provide one-on-one instruction and accommodations.

- Programs for 55 and better: The district offers a variety of programs that cater to older individuals and operates the Elsie Stuhr Center which is home to a local chapter of Meals on Wheels.
- Silent Egg Hunt: This autism-friendly holiday event has been hosted in partnership with the Autism Society of Oregon.

### **Land Acknowledgement Alliance**

THPRD has joined a regionwide alliance with public, private, and non-profit partners to collaborate with tribal governments, the Portland metro urban Indian community, and Native writers and artists to craft a formal land acknowledgement statement recognizing the unique relationship between Indigenous peoples and their traditional territories. As part of this effort, THPRD is establishing organizational action items, including assessing policies and engagement practices to build more meaningful, mutually beneficial collaborations with Indigenous Peoples and ultimately improve outcomes for Native American and Alaskan Native community members.

THPRD has committed both staff and financial resources to this effort that is led by the City of Portland and in partnership with Metro, Washington County, City of Beaverton, Meyer Memorial Trust, as well as many other cities, special districts, businesses, and nonprofits around the Portland region.

The strategic engagement that is part of this effort represents a collective action with members of the Native American community to develop a statement that will inform THPRD land acknowledgement practices, communications, signage, programs, habitat restoration projects, and more.

### **Naming Process and Names Catalog**

THPRD has developed an inclusive naming process and names catalog with the intent to honor and celebrate the powerful memories, feelings, and connections both past and present that people from diverse cultures have to the land. To craft the list of names in the names catalog, THPRD has and will continue to reach out to a variety of organizations and community members, including communities of color, indigenous communities, people experiencing disabilities, and LGBTQIA+ communities among others to ensure that each new name added to the catalog is self-identified within our historically marginalized communities. The result is a catalog of naming options for future parks and trails that reflect the unique collective heritage of the area. Each name in the names catalog provides an opportunity for THPRD and our historically marginalized partners to continue to collaborate and draw inspiration for the development of parks and trails from the names they identified. Ultimately, this process is intended to shape and inform a site's cultural and artistic identity, amenities, and interpretive signage. To date, the naming catalog has been used to name or rename four parks: La Raíz Park, Parivāra Park, Pío Pío Park, and Recuerdo Park.

## **Site and Project Specific Engagement**

At the project level, THPRD has developed engagement policies and practices to help ensure meaningful and equitable involvement in planning activities and development or redevelopment of district assets. THPRD categorizes projects into levels based on the extent of the planned development, with each higher level requiring increasingly intensive engagement, sharing more decision-making responsibility with the community.

Strategies employed for site and project specific engagement may include in-person and recorded virtual community meetings held in the languages commonly spoken by the community; events co-produced with area schools or community-based organizations targeting communities that are historically underrepresented in planning processes; presentations to Neighborhood Association Committees (NACs), Community Planning Organizations (CPOs), and partner advisory committees; in-person and online surveys translated into the languages commonly spoken by the community; focus groups; and online media such as blog posts, infographics, and videos summarizing the project and its current status. To recognize the value of community participation and volunteerism, THPRD provides direct compensation, such as gift certificates for meals at local restaurants, and in-direct compensation, such as free multilingual activities, events, and programs for all ages and abilities that inspire community engagement, bring communities together, and are developed in partnership with local cultural organizations, schools, and non-profits.

## **Partnerships with Culturally Specific Organizations and Culturally Responsive Service Delivery**

THPRD is working to develop authentic, meaningful partnerships with community-based and culturally specific organizations. THPRD co-produces events and programs in partnership with the organizations, dedicating staff time and resources to the effort. Some of the programs offered include Welcoming Walks, the Nature Experiences & Workforce Training (NEWT) program, and a bilingual preschool program. THPRD also hosts a quarterly multilingual registration assistance event offering one-on-one support for families and individuals attempting to navigate the online registration system for classes and programs.

THPRD is dedicated to developing these long-term partnerships and trust-based relationships.

## **Racial Justice**

THPRD stands with our community in solidarity for racial justice. The district strives to provide space for youth and Black, Indigenous and People of Color (BIPOC) to share their messages of hope, inspiration, and purpose. THPRD has been inviting student and artist groups from local area high schools and organizations to use art as a form of expression and visual communication for two ongoing projects - Talking Walls and Message Gardens.

## **Intertwine Alliance Equity and Inclusion Cohort, THPRD WIC Committee, & Affinity Groups**



THPRD has joined the Intertwine Alliance's Equity and Inclusion Cohort to better identify organization-specific strategies and action items for dismantling systemic racism operating throughout THPRD, as well as the parks and recreation industry. Areas of change include, but are not limited, to supporting the development of the internal Welcoming and Inclusion Committee (WIC) led by racially and ethnically diverse THPRD staff. Ultimately, this committee will serve as a reviewing body for district policies, procedures, practices, trainings, and more. Areas of change also include the establishment of THPRD staff Affinity Groups, which will provide solidarity spaces for protected status staff and learning spaces for all staff focusing on topics of equity, justice, and inclusion.

### **Affordable Housing Partnerships**

THPRD is making progress on racial inequity and economic inequity by promoting affordable housing. To encourage the development of more affordable housing within the district, THPRD has adopted a policy that will waive System Development Charges (SDCs) for developments providing affordable housing units for households making 30% of metro-area Median Family Income (MFI) and provide a 50% waiver of SDCs for developments serving households between 30-60% of MFI. To ensure affordable housing takes into consideration BIPOC communities, the district requires that affordable housing provide its (1) organizational equity plan; (2) outreach plan for the development (showing who is looking for homes in the community and how they are targeting communities of color); and (3) lease screening criteria. These requirements are intended to inform the Board of steps that affordable housing providers are taking to ensure equity in housing. The district's waiver policy will help address regional housing affordability issues by lowering the cost to develop affordable housing, thereby increasing likelihood affordable housing units will be developed to help meet regional demand. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

In addition to its SDC waiver policy, the district is looking to partner with affordable housing developers to include open space on affordable housing development sites. For example, THPRD recently partner with Community Partners for Affordable Housing (CPAH) on the Cedar Grove Apartments Plaza.

### **Financial Aid Program**

THPRD is committed to serving the needs of all district residents throughout the greater Beaverton area. Through the Financial Aid Program and a dedication to social equity, THPRD is working toward removing financial barriers to participation and ensure that more district residents have access to facilities, programs, and recreational opportunities. This program aims to increase access and participation to community members that are unable to afford typical program fees. Households whose income falls below the Federal Free Meal Guidelines are eligible to receive up to \$200 per person annually in financial aid. Funds can be used toward

general programs and classes, plot fees for the community gardens, and affiliated recreational youth sports leagues.

### **Special Projects**

The concept planning and development process for Mountain View Champions Park is an example of the district's commitment to DEIA engagement. As a part of the Mountain View Champions Park engagement process, THPRD worked with a community-based task force, the local citizens engagement committee, the Beaverton School District, disability advocates, and the surrounding community to iteratively concept plan and design the first ever all abilities sports park in Oregon.

### **THPRD Staff Engagement Specialists & Bilingual Staff**

THPRD has three dedicated engagement specialists on staff who consistently apply a DEIA lens to their work:

1. The Engagement & Partnership Specialist focuses on culturally specific outreach and community engagement for planning and development projects.
2. The Cultural Inclusion Specialist is working to plan collaborations and build authentic partnerships with culturally specific organizations.
3. The Community Engagement Specialist helped lead THPRD's recently completed Community Visioning Process and uses engagement practices filtered through a DEIA lens to gather community input to help shape operations at THPRD for years to come.

In addition, THPRD provides incentive pay for bilingual employees and prioritizes these skills when hiring office techs, reception staff, and park rangers.

### **Internal DEIA Work**

THPRD has committed to advancing DEIA work internally, as well as externally. Over the winter and spring of 2019, THPRD hired an independent consultant specializing in DEIA assessments to conduct an organization-wide diversity, equity, and inclusion assessment and develop recommendations for organizational action. The assessment engaged all levels of staff through affinity and focus groups, interviews, and surveys. Additionally, the WIC reviewed this assessment use it to help guide committee actions and decisions. Finally, the DEIA assessment has also provided THPRD leadership and staff with the foundational data needed to implement and guide further initiatives in areas of DEIA, such as examining hiring practices, developing a more inclusive work-place culture and built environment, and more.



# MEMORANDUM

**DATE:** May 26, 2022  
**TO:** Doug Menke, General Manager  
**FROM:** Aisha Panas, Park Services Director  
**RE** **Intergovernmental Agreement with Washington County for Coronavirus State Fiscal Recovery Fund Grant Washington County Park Restroom Improvements**

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## **Introduction**

Staff are seeking board of directors' authorization for the general manager or designee to execute an intergovernmental agreement (IGA) with Washington County (the county) for permanent restroom additions within the district. The draft IGA is provided as Attachment 1 to this memo.

## **Background**

As presented to the board at its March 9, 2022 regular meeting, the district and the county have been awarded funding through the Coronavirus State Fiscal Recovery Fund grant to add new permanent public restroom facilities to existing parks within the district to improve the park level of service by adding restroom amenities for the community's use. The successful applications for this funding were coordinated in partnership with the county, with THPRD being designated to lead the development process if awarded.

The district and county were each awarded grants to install a total of three public restrooms. The first grant, to the county in the amount of \$1,400,000, is to install two public restrooms. The second grant is directly to THPRD in the amount of \$500,000 to install a third public restroom. To implement these grants, the county has requested that THPRD manage the projects through design and construction.

At the board's April 13, 2022 regular meeting, staff reported they were in coordination with our county partners on an IGA to define the roles and responsibilities of both agencies and anticipated returning for board approval of the IGA. Since then, staff has continued to coordinate with the county and district management to finalize the IGA.

To date, staff have completed the selection and hiring process for a design consultant and are in process of selecting additional consultants to assist in the implementation of the restroom improvements.

The grants require the restrooms to be installed no later than June 2024. To meet this timeline staff has established an internal design team, developed a project schedule, and crafted a community engagement plan.

## **Proposal Request**

Staff are seeking board of directors' authorization for the general manager or designee to execute the IGA with the county for the permanent restroom additions. The attached IGA has been reviewed and approved by the district's legal counsel, Miller Nash, LLP.

### **Outcomes of Proposal**

Execution of the IGA will allow staff to move forward with implementation of the permanent restroom additions within the district and will improve THPRD's level of service to the community, fulfill the district's partnership obligation to the county, and fulfill the conditions of the Coronavirus State Fiscal Recovery Fund grant award. The project will also help accomplish a district goal to deliver quality park and recreation services to underserved areas of the district as well as make progress on Vision Action Plan goals.

Permanent restroom additions to existing park sites will incrementally increase maintenance and operation costs, as well as the annual cost for future capital replacements, but can be reasonably absorbed without significant impact to the district.

### **Public Engagement**

Engagement for implementation of the permanent restroom improvements will include a virtual community meeting, creation of a project web page, and dissemination of project materials through social media outlets, THPRD news-blogs, and various stakeholder networks such as Neighborhood Advisory Committees / Community Participation Organizations and affiliate groups. Materials will be provided in English and Spanish.

### **Action Requested**

Board of directors' authorization for the general manager or designee to execute the IGA with Washington County for Coronavirus State Fiscal Recovery Fund Grant Washington County Park Restroom Improvements.

# ATTACHMENT 1

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN WASHINGTON COUNTY AND TUALATIN HILLS PARKS & RECREATION DISTRICT  
Coronavirus State Fiscal Recovery Fund Grant  
Washington County Park Restroom Improvements**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as “County,” and the TUALATIN HILLS PARKS & RECREATION DISTRICT, acting by and through its Board of Directors, hereinafter referred to as “District.” County and District may be jointly referred to herein as the “Parties” or individually as a “Party.”

## RECITALS

1. WHEREAS ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS during March 2020, the emergence of the novel infectious coronavirus (COVID-19) resulted in a declaration of emergency in the State of Oregon, declaration of pandemic by the World Health Organization and a declaration of a national emergency in the United States of America; and
3. WHEREAS the public health measures implemented, nationally and locally, to mitigate the spread of COVID-19 impacted, among other things, business operations, non-essential social and recreational gatherings, imposed social distancing requirements and curtailed traditional community gatherings and events; and
4. WHEREAS the nature of the COVID-19 health emergency led more members of the community to seek recreational and social opportunities outdoors and many local governments and park providers experienced a significant increase in use of parks and outdoor recreational spaces; and
5. WHEREAS on March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) and established the \$362 billion Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the State of Oregon; and
6. WHEREAS the State of Oregon Department of Administrative Services (DAS) received a payment from the Coronavirus State Fiscal Recovery Fund (Recovery Fund) which, subject to the requirements of the ARPA and 2 CFR Part 200, can be used to respond to the far-reaching public health impacts of the COVID-19 Public Health Emergency including investments in parks and public outdoor recreation spaces to promote healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19; and
7. WHEREAS DAS and the County have executed a Grant Agreement #8191 authorizing the distribution of Recovery Fund dollars in the amount of \$1,400,000.00 from DAS to the County;

and,

8. WHEREAS the Washington County Board of Commissioners desire to enter an IGA with the District for the distribution of the Recovery Fund allocation from DAS to the District for the construction of at least two permanent public restroom facilities at existing public parks within Washington County (Project), to be determined through a planning and engagement process;
9. WHEREAS each new permanent facility is to be equipped with adequate and accessible public hygiene improvements, including sinks for handwashing consistent with the utilization of the Recovery Fund allocation; and
10. WHEREAS the District is eligible to receive the allocated funds as a sub-recipient under ARPA to cover expenses already incurred or to be incurred for the design, planning, construction and administration of completing the capital investments to meet pandemic operation needs due to the COVID-19 public health emergency.

### **AGREEMENT**

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the Parties agree as follows:

#### **Article 1        DISTRICT OBLIGATIONS**

- 1.1        District shall complete all actions necessary to complete the Project no later than June 30, 2024, unless otherwise approved in writing by DAS and County. The Project shall:
  - 1.1.1        Comply with all provisions, terms, conditions and requirements of the Recovery Fund, implemented by ARPA, and ensure all expenditures covered comply with ARPA and Recovery Fund; and
    - 1.1.1.1        Are necessary expenditures to respond to the public health emergency incurred due to COVID-19 within the meaning the Recovery Fund; and
    - 1.1.1.2        Were incurred during the period that begins March 3, 2021 and ends on December 31, 2024.
  - 1.1.2        Adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. District will regularly review the guidance established by the U.S. Department of Treasury and will warrant that all expenditures have met the required guidance.
- 1.2        District shall comply with the terms of the Coronavirus State Fiscal Recovery Fund Grant Agreement between DAS and County, attached and incorporated herein as Attachment A, including without limitation, all provisions of Section 6 – Covenants of Recipient.
- 1.3        District may contract with third parties to deliver the Project. If the District contracts with a third party to deliver the Project, District may use a portion of the funds to cover

a reasonable fee, relative to the total cost of the Project, so long as such expense otherwise complies with the Recovery Fund. District may also cover internal administrative expenditures related to the Project so long as such expenditures otherwise comply with the Recovery Fund.

1.4 District shall comply with all Federal Audit and Reporting Requirements established by ARPA, guidance issued by the U.S. Treasury and 2 CFR Part 200, and applicable to the use of the Recovery Fund allocation. District shall submit:

1.4.1 Quarterly Reports to County on the template provided by DAS and include the following information:

**1.4.1.1 Expenditure Report**

- 1.4.1.1.1 Quarterly Obligation Amount
- 1.4.1.1.2 Quarterly Expenditure Amount
- 1.4.1.1.3 Projects
- 1.4.1.1.4 Primary location of project performance
- 1.4.1.1.5 Detailed expenditures

**1.4.1.2 Project Status Update**

- 1.4.1.2.1 Status of project: not started, complete less than 50%, completed 50% or more, completed.
- 1.4.1.2.2 Progress since last update including project outputs and achieved outcomes.
- 1.4.1.2.3 Identify barriers/risks to outcomes and describe actions to mitigation delays/risks to the overall project goal.
- 1.4.1.2.4 Detail community outreach/engagement or other positive local news stories.

**1.4.1.3 Schedule**

Quarterly reports will be submitted to the County no later than 5:00 p.m. Pacific Time for each year of this Agreement on the following schedule: Quarter One, April 7; Quarter Two, July 7; Quarter Three, October 7; Quarter Four, January 7.

1.4.2 An Annual Report, no later than 5:00 p.m. Pacific Time on July 7 of each year of this Agreement, to the County on the template provided by DAS, detailing the following:

- 1.4.2.1 How the Project is promoting Equitable Outcomes, if applicable.
- 1.4.2.2 How the Project is engaging with the community, if applicable.

1.5 District agrees that any portion of the Recovery Fund allocation not expended upon project completion or June 30, 2024, whichever is later, will be returned to the County no later than July 1, 2024. No invoice from the County shall be required under this term.

1.6 Within ten (10) days of completion of the Project or no later than July 1, 2024, whichever is sooner, the District shall provide the County with a final report providing

an accounting of all its direct administration costs paid under this IGA accompanied by a certification statement that all such costs comply with the Recovery Fund. District shall also provide adequate back-up documentation including but not limited to receipts, invoices, timesheets, payroll reports, general ledger reports, contracts, and any other relevant documentation showing compliance with the Recovery Fund and this Agreement, agency audits, if any, and any other information relevant to the Project.

- 1.7 District shall not use any Recovery Funds to pay any costs incurred after June 30, 2024, unless otherwise approved in writing by DAS and County.
- 1.8 Except as otherwise provided herein, the District agrees not to cover its own expenditures that may otherwise be eligible expenditures under the Recovery Fund with the allocation made under this Agreement.
- 1.9 District will retain, and require any contractor for the Project to retain, all necessary documentation of all uses of the Recovery Fund including but not limited to invoices and receipts in a manner consistent with § 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be promptly produced to the County upon request and may be subject to audit by the County or County's authorized agent.
- 1.10 District will comply, and require any Project contractor to comply, with all terms in Attachment R.

## **Article 2 COUNTY OBLIGATIONS**

- 2.1 County shall provide the DAS allocation of Recovery Funds to the District, less the County's direct administrative costs, to complete the Project pursuant to obligations as stated in this Agreement.
  - 2.1.1 County estimates its administrative costs under the Agreement will be \$15,000.00. The Parties agree and understand the County administrative cost is an estimate only and used to determine Project budget and estimated payment amounts under this Agreement. Final costs will be based on actual costs incurred.
  - 2.1.2 In the event any Recovery Funds reserved for County administrative costs are unexpended during the term of the Agreement, County may make such funds available to the District to complete the Project pursuant to the obligations as stated in this Agreement.
  - 2.1.12 In no event shall County be obligated to reimburse District for any eligible cost, including District administrative cost, over \$1,400,000.00 or for any cost determined ineligible.



- 2.2 County shall reimburse District for eligible Project Costs within thirty (30) days of receipt of each Quarterly Report required under Term 1.4.1 for actual incurred eligible expenses, including administrative costs.
- 2.3 County shall reimburse District for final administrative costs within thirty (30) days of receipt of final reporting required under Term 1.6 for eligible administrative costs.
- 2.4 County shall review, verify, and approve all reporting submissions from District.

**Article 3 GENERAL PROVISIONS**

3.1 LAWS OF OREGON

The Parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either Party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting Party shall provide the other Party with written notice of default and allow thirty (30) days within which to cure the defect.

3.3 INDEMNIFICATION

This Agreement is for the benefit of the Parties only. District agrees to indemnify and hold harmless the County and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). District shall give County prompt written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

District shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding

unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

### 3.6 DISBURSEMENTS REMAIN SUBJECT TO RECOVERY

All disbursements and payments under this Agreement remain subject to recovery from District in accordance with the following:

#### 3.6.1 Notice of Underexpenditure, Overexpenditure, or Misexpenditure.

If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide District with written notice thereof, with a detailed spreadsheet providing supporting data of an underexpenditure, overexpenditure or misexpenditure, and County and District shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

#### 3.6.2 Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

##### 3.6.2.1 District's Response.

District shall have ninety (90) calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If District fails to respond within that 90 calendar-day time period, District shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

##### 3.6.2.2 Appeals Process.

Upon receipt of the final notice, if District notifies County that it wishes to engage in the Appeals Process, District and County shall engage in non-binding discussions to give the District an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. District and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At District request, County will meet and negotiate with District in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, District and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an

interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and District reach agreement on the amount owed to County, District shall promptly repay that amount to County by issuing payment to County. If County and District are unable to agree whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the Parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration, as contemplated by paragraph 3.7 or resolve the differences through appropriate legal action as contemplated by paragraph 3.8.

### 3.7 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the Parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both Parties for a recommendation or resolution.

### 3.8 REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

### 3.9 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed on or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the Party to be excused.

### 3.10 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

### 3.11 INTEGRATION

This Agreement is the entire agreement of the Parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

**Article 4 TERMS OF AGREEMENT and SURVIVAL**

- 4.1 This Agreement becomes effective on the last date signed below and shall terminate upon completion of the Project and satisfaction of all District obligations, but no later than August 31, 2024, unless otherwise authorized in writing by County.
- 4.2 District Obligations 1.4, 1.5, 1.6, 1.9, and 1.10 and General Provisions 3.3, 3.6, 3.7 and 3.8 shall survive termination or expiration of this Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the Parties and executed by the duly authorized signatures below.

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**TUALATIN HILLS PARKS & RECREATION DISTRICT**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**ATTACHMENT A**  
**CORONAVIRUS STATE FISCAL RECOVERY FUND**  
**GRANT AGREEMENT**

Contract Number: 8191

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and Washington County (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of Washington County Park Restroom Improvements as more particularly described in Exhibit A.

**SECTION 1 - KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$1,400,000.00.

**Completion Deadline:** June 30, 2024.

**SECTION 2 - FINANCIAL ASSISTANCE**

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

**SECTION 3 - DISBURSEMENT**

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.

C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:

- (1) DAS has sufficient funds currently available for this Contract; and
- (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

#### SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for Washington County Park Restroom Improvements (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

#### SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

#### SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Contribution and Recipient Subcontracts.

(1) Contribution.

(i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

(ii) With respect to a Third-Party Claim for which DAS is jointly liable with Recipient (or would be if joined in the Third-Party Claim), DAS shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of DAS on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DAS on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DAS's contribution amount in any



instance is capped to the same extent it would have been capped under Oregon law if DAS had sole liability in the proceeding.

(iii) With respect to a Third-Party Claim for which Recipient is jointly liable with DAS (or would be if joined in the Third-Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DAS in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of DAS on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of DAS on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

(i) Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

(ii) Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its Subcontracts, and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### N. Representations and Covenants Regarding Prevailing Wage.

- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
  - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
  - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
  - c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
    - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
    - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
    - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
    - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

## SECTION 7 - DEFAULT

- A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:
- (1) **Misleading Statement.** Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
  - (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. **DAS Default.** DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

## SECTION 8 - REMEDIES

- A. **DAS Remedies.** Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS’s demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by DAS, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

## SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

## SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.
- M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
 acting by and through its  
 Department of Administrative Services

**WASHINGTON COUNTY**

By: \_\_\_\_\_  
 DAS Authorized Representative

George Naughton  
 DAS Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Authorized Representative Name and Title

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

s/ Samuel B. Zeigler      1/5/2022  
 Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A**  
**CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**DAS**

State of Oregon, acting by and through its  
 Department of Administrative Services  
 155 Cottage St. NE  
 Salem, OR 97301-3966

**Contract Administrator:** Margie Viall

**Telephone:** 971-374-3311

**Email:** statefiscal.recoveryfund@das.oregon.gov

**Recipient**

Washington County

155 N First Ave, STE 300, MS 21  
 Hillsboro, OR 97124

**Contact:** Erin Doyle

**Telephone:** (503) 846-8894

**Email:** erin\_doyle@co.washington.or.us

**Use of Funds/ Project Description:**

The Recipient shall construct at least two permanent public restroom facilities at existing public parks to be determined through a planning and engagement process.

**Reporting Requirements:**

**Schedule**

| Report Name              | Frequency | Due Dates  |
|--------------------------|-----------|--|
| Project Performance Plan | One-Time  | 45 days after the Effective Date   |
| Quarterly Report         | Quarterly | April 15 <sup>th</sup> , July 15 <sup>th</sup> , October 15 <sup>th</sup> , January 15 <sup>th</sup> |
| Annual Report            | Annually  | July 15 <sup>th</sup>  |

**Project Performance Plan**

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

## **Quarterly Reports**

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
  - a) Quarterly Obligation Amount
  - b) Quarterly Expenditure Amount
  - c) Projects
  - d) Primary Location of Project Performance
  - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
  - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
  - b) Progress since last update including project outputs and achieved outcomes.
  - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
  - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

## **Annual Reports**

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

## **Administrative Costs**

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

**EXHIBIT B – INSURANCE REQUIREMENTS**

Recipient shall obtain at Recipient’s expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state’s workers’ compensation law, Contactor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

**Required**     **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

Automobile Liability Insurance covering Recipient’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**A. Automobile Liability Broadened Pollution Liability Coverage Endorsement**

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.



**PROFESSIONAL LIABILITY:**

**Required**     **Not required**

**Professional Liability** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

**POLLUTION LIABILITY:**

**Required**     **Not required**

Pollution Liability Insurance covering Recipient’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient 's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

**STATE ACCEPTANCE:**

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

**EXHIBIT C**  
**FEDERAL AWARD IDENTIFICATION**  
**(REQUIRED BY 2 CFR 200.332(A)(1))**

|  |  |
|--|--|
| (i) Subrecipient* Name:<br><i>(must match name associated with UEI)</i>  | Washington County  |
| (ii) Subrecipient's Unique Entity Identifier (UEI):  | 060588563 (DUNS)   |
| (iii) Federal Award Identification Number (FAIN):  | SLFRP4454  |
| (iv) Federal award date:<br><i>(date of award to DAS by federal agency)</i>  | July 23, 2021  |
| (v) Grant period of performance start and end dates:   | Start: March 3, 2021<br>End: June 30, 2024   |
| (vi) Grant budget period start and end dates:  | Start: March 3, 2021<br>End: June 30, 2024   |
| (vii) Amount of federal funds obligated by this Grant:   | \$1,400,000.00   |
| (viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:   | \$   |
| (ix) Total amount of the federal award committed to Subrecipient by pass-through entity**:<br><i>(amount of federal funds from this FAIN committed to Recipient)</i> | \$1,400,000.00   |
| (x) Federal award project description:   | Coronavirus State Fiscal Recovery Fund   |
| (xi) a. Federal awarding agency:   | U.S. Department of the Treasury  |
| b. Name of pass-through entity:  | Oregon Department of Administrative Services   |
| c. Contact information for awarding official of pass-through entity:   | Stephanie Tyrer, COVID Fiscal Relief Mgr.<br>statefiscal.recoveryfund@das.oregon.gov                     |
| (xii) Assistance listings number, title and amount:  | Number: 21.027<br>Title: Coronavirus State and Local Fiscal Recovery Funds<br>Amount: \$2,648,024,988.20 |
| (xiii) Is award research and development?  | Yes <input type="checkbox"/><br>No <input checked="" type="checkbox"/>                                   |
| (xiv) a. Indirect cost rate for the federal award:   |  |
| b. Is the 10% de minimis rate being used per 2 CFR § 200.414?  | Yes <input checked="" type="checkbox"/><br>No <input type="checkbox"/>                                   |

\* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

\*\* The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

**ATTACHMENT R**  
**Intergovernmental Agreement ONLY**  
**COVID-19 RESPONSE**

**Required for all Agreements that are funded in whole or in part by Federal Grant Funds**  
**Clauses required in non-Federal entity's contracts**  
**Source: 2 CFR Part 200, Appendix II**

**Federal Assistance Listing number(s) of federal awards related to the funds to be paid through this Agreement:**

**Federal Awarding Agency:**

**Contractor or Sub-Recipient Determination - Washington County determines that:**

- Recipient is a sub-recipient;                      OR                       Recipient is a contractor

**AUDIT CLAUSES**

Recipient shall comply with the following applicable provisions below.

**Audits/Costs**

- A. Recipients receiving federal funds in excess of \$750,000 from all sources in the Recipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement shall at Recipient's own expense submit to County a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to County the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.
  
- B. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform and audit, costs for performance of that audit shall not be charged to the grant.
  
- C. Subrecipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

**Maintenance of Financial Records**

Recipient must maintain auditable financial records per generally accepted accounting principles and in accordance with OAR 309-013-0075 through 0220 and in sufficient detail to permit County or the State to verify how any payments received under this Agreement were expended.

## **Attachment R**

### **Access to Records**

Recipient agrees to permit a program reviewer or an auditor of the Federal, State, or County government or their agents to have access to records and financial statements as may be necessary. Access to records by the County or State may be with notice or without notice. Any refunds to or disallowances by the Federal Government, the State, or the County resulting from audits shall be the sole responsibility of Recipient for payment to the Federal Government, the State, or the County.

### **Cost Principles**

The parties agree to comply with any applicable cost principles established for determining the allowable costs incurred as set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), OR circulars superseded by 2 CFR 200 (OMB Circular A-87 (State and Local Governments), OMB Circular A-122 (Nonprofit Organizations), OMB Circular A-21 (Institutions of Higher Learning), 45 CFR Part 74 (Appendix E Hospitals), FAR 48 Subpart 31.2 (For profit Organizations). The parties further agree to comply with, as applicable, the administrative standards for grants set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

### **Financial Reports**

Recipients determined to be sub-recipients of Federal funds who receive Federal awards during the current contract year from County shall provide County with a Financial Report prepared in accordance with generally accepted accounting principles upon which an independent certified public accountant has expressed an opinion. Such report shall account for funds received during the County's fiscal year, July 1 through June 30, or any part of the County's fiscal year occurring during the term of this Agreement. The report must be submitted within six months of the Recipient's fiscal year end. If the Recipient is unable to meet the deadline, they may request, in writing, an extension of up to three months. Failure to provide County with the annual Financial Report may result in withholding of payments due to the Recipient or termination of this agreement. If the Recipient has a different fiscal year from the County, then the report shall account for funds received during the Recipient's fiscal year.

### **Expenditure Records**

Recipient shall document the expenditure of all funds paid to Recipient under this Agreement. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Recipient under this contract were expended.

## Attachment R

### **I. Government Entity (Recipient) shall comply with all applicable provisions below.**

- (A) **Administrative, contractual, or legal remedies** are addressed in the Intergovernmental Agreement as well as any other applicable provisions in the Agreement and Attachments
- (B) **Termination provisions** are addressed in the Intergovernmental Agreement as well as any other applicable provisions in the Agreement and Attachments
- (C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Government Entities and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.
- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

## Attachment R

Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689).**

Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:

- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- b. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- c. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- d. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

## Attachment R

- e. Are on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
- f. Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.

**(I) 2 CFR Section 200.322 Procurement of recovered materials.** Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:**

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any



## Attachment R

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections e and f of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

### **II. FEMA Required Language:**

- (A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.
- (B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as

## Attachment R

reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

- (C) Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (D) Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.
- (F) Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

III. ***HIPAA Compliance.*** If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.

# Attachment R

## Information Required by 2 CFR 200.331 (a)

### 1. Federal Award Identification

i. Recipient's Entity Name (Must match Sam.gov):

TUALATIN HILLS PARKS & RECREATION DISTRICT

ii. Recipient's UEI number:

RU7UKNGZRUB6

iii. County's Federal Award Identification Number (FAIN):

DAS-#8191

iv. County's Federal Award Date:

June 7, 2022

v. Recipient's Sub-Award Period of Performance: From:

Mar 3, 2021

To: June 30, 2024

vi. Recipient's Sub-Award Budget Period: From:

June 1, 2022

To: June 30, 2024

vii. Total Amount of Federal Funds Obligated to the Sub-Recipient by this Agreement: \$

1,400,000

viii. Total Amount of this Federal Award that has been Obligated to the Sub-Recipient: \$

1,400,000

ix. Total Amount of this Federal Award Committed to the Sub-Recipient from Washington County: \$

1,400,000

x. County's Federal Award Description:

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses.

xi. Name of Federal Awarding Agency, pass-through Entity, and contact information for awarding official of the pass-through entity:

a. Name of Federal Awarding Agency:

US Treasury

b. Name of County's Awarding pass-through Entity:

Oregon DAS

c. Contact information for Washington County's Pass-Through or Awarding Agency's Official:

Margie Viall, 971-374-3311, statefiscal.recoveryfund@das.oregon.gov

d. Washington County Program Mgr Contact: Name and Title

Erin Doyle

Dept: CAO

Phone#: 503-846-8888

Email: erin\_doyle@co.washington.or.us

e. County's Program or Grant Name for this award:

Washington County Park Restroom Improvements

xii. Assistance Listing Number:

21.027

Assistance Listing Name:

Coronavirus State and Local Fiscal Recovery Funds

Total Amount of County's Federal Award :

\$1,400,000

xiii. Is Award R&D? No

Yes

xiv. Indirect Cost Rate for Federal Award: 0 Please describe the Rate: Indirects Not Permitted

What is the cost basis the rate is multiplied against? Direct Admin Costs Only



# MEMORANDUM

**DATE:** June 9, 2022  
**TO:** Doug Menke, General Manager  
**FROM:** Christine Hoffmann, Human Resources Director  
**RE:** **Collective Bargaining Agreement**

---

## **Summary**

Staff recommends the board of directors ratify the Collective Bargaining Agreement between the Tualatin Hills Park & Recreation District (District) and the Tualatin Hills Park & Recreation District Employees Association (Association) for a three-year period beginning on July 1, 2022.

## **Background**

The district negotiations team recently completed negotiations with the Association on a successor agreement to the contract expiring June 30, 2022. These negotiations took place over a five-month period during which seventeen (17) individual meetings took place. Staff have provided regular updates on the status of the negotiations to the board of directors and shared a final list of tentative agreements with the board at the June 8, 2022 executive session.

The proposed Collective Bargaining Agreement resulting from these negotiations will be provided to the board by Monday, June 13, as both a clean copy and a red-line version of all negotiated changes. On June 14, 2022, the members of the District Employees Association will vote on the proposed Collective Bargaining Agreement.

## **Proposal Request**

Based upon the approval by the members of the Park District Employees Association, staff are requesting board ratification of the Collective Bargaining Agreement. Specific provisions of the contract have been discussed previously with the board in executive session, and staff believe the negotiated agreement meets the key interests identified by the board in these discussions. Staff further believe that the agreement is in the best interest of the district by providing an effective balance between competitive compensation and cost containment.

## **Action Requested**

Board of directors' ratification of the Collective Bargaining Agreement with the Tualatin Hills Park & Recreation District Employees Association for the three-year period beginning on July 1, 2022.

# COLLECTIVE BARGAINING AGREEMENT

TUALATIN HILLS PARK & RECREATION DISTRICT

AND

TUALATIN HILLS PARK & RECREATION DISTRICT  
EMPLOYEES ASSOCIATION

~~2019~~2022-~~20~~25~~22~~



# Collective Bargaining Negotiation

## **Employee Association Negotiation Team**

~~Johnny Deadmond, Skilled Tech~~  
~~Edgar Garcia, Carpenter Trade Tech~~  
~~Mark Girard, Athletic Facilities North Specialist~~  
~~Shawna Harris, OSEA Business Representative~~  
~~Josh Christopher, Park Maintenance Specialist~~  
~~Joel Gonzales, Park Maintenance Specialist~~  
~~Luke Huber, Irrigation Specialist~~  
~~Chris Kolodziejczak, Park Maintenance Coordinator~~  
Melissa Marcum, Volunteer Services Specialist  
~~Shawna Meehan, OSEA Field Representative~~  
~~Brenda Peterson, Office Tech~~~~Ben Pettitt,~~  
~~Building Maintenance Tech~~  
~~Dwight Phillips, Building Maintenance Coordinator~~  
Melissa Van Altvorst, Office Tech

## **District Negotiation Team**

Jon Campbell, Maintenance Operations Manager  
Christine Hoffmann, Human Resources ~~Manager~~  
~~Director~~  
Cindy Hopper, Fiscal Operations ~~Supervisor~~~~Manager~~  
~~Ann Johnson, Center Supervisor~~  
Lindsay Lambert, ~~Management Team Support~~  
~~Specialist~~~~Administrative Specialist – Confidential~~  
Aisha Panas, ~~Park Services~~ Director of Park &  
~~Recreation Services~~ Julie Rocha  
~~Sabrina Taylor Schmitt, Sports Manager~~~~Interim~~  
~~Recreation & Aquatics Director~~  
~~Brian Yourstone, Center Supervisor~~

# Collective Bargaining Agreement

~~2019-22~~2022-2025

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# Collective Bargaining Agreement

## 2019-22~~2022-25~~ AGREEMENT

This Agreement entered into the 1st day of July 2019-2022 between the TUALATIN HILLS PARK AND RECREATION DISTRICT, hereinafter designated as "district" and the TUALATIN HILLS PARK & RECREATION DISTRICT EMPLOYEES ASSOCIATION, hereinafter referred to as "association."

### ARTICLE 1 RECOGNITION

#### Section 1.1:

The district recognizes the association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.

#### Section 1.2:

The bargaining unit shall consist of all full-time (FT) ~~and regular part time (RPT)~~ employees of the district, EXCLUDING the General Manager, Directors of ~~Business & Facilities, Director of Park and Recreation Services, Communications Director, Director of Community Partnerships,~~ Executive Assistant, ~~Management Team Support Specialist~~ Administrative Specialist – Confidential, Department Managers Community Programs Manager, Maintenance Operations Manager, Aquatics Department Manager, Sports Department Manager, Recreation Department Manager, Design and Development Manager, Planning Manager, Land Acquisition Specialist, Security Operations Manager, Nature & Trails Manager, Senior Park Planner, Chief Financial Officer, Chief Accountant, Fiscal Operations Supervisor, Human Resources Manager, Human Resources Coordinator, Risk and Contract Manager, Information Services Manager, Systems Administrator, Operations Analysis Manager, Park Maintenance Supervisor, Facilities Supervisor, Fleet Maintenance Supervisor, Support Services Manager, Center Supervisor, Assistant Center Supervisor, part-time (PT) and seasonal employees.

#### Section 1.3:

A FT employee is defined as one (1) employed in a FT budgeted position or one (1) working in a FT schedule on a working a schedule of an average of 30 hours per week or more on a year-year-round basis. A RPT employee is one (1) in a budgeted position working scheduled hours of not less than thirty (30) hours per week nor more than thirty five (35) hours per week on a year-round basis. Hereinafter the term employees, without reference to FT or RPT shall be construed as to mean all members of the bargaining unit as described in Section 1.2. A PT employee is defined as working a schedule of an average of less than 30 hours per week on a year-round basis. A seasonal employee is defined as working six months or less.

#### Section 1.4:

Classifications within the bargaining unit may be assigned supervisory responsibility for PT and seasonal employees, and/or lead responsibility for FT employees. In no case shall a bargaining unit employee supervise other bargaining unit employees except as outlined in the Agreement for temporary promotion outside the unit. For the purposes of this article, supervisory responsibilities shall consist of approval of evaluations, execution of disciplinary actions, and hiring and firing authority.

#### Section 1.45:

The district will notify the association prior to posting new or amended position classifications and will indicate whether or not it believes any of them should be included within the bargaining unit. If the association believes any new or amended job classification should be included within the bargaining unit, the executive committee and union representative may meet with district

representatives to discuss the matter. If agreement is not reached within a reasonable time, the district may proceed with posting the position. Either or both parties may request mediation for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the position classification shall remain out of the bargaining unit.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1:**

It is recognized that an area of responsibility must be reserved to the employer if the district is to effectively serve the public. Except to the extent expressly governed by a specific provision of this Agreement, the responsibilities of management are exclusively functions to be exercised solely by the district and are not subject to negotiation. By way of illustration and not limitation, the following are listed as such management functions:

- A. The determination of the services to be rendered to the community served by the district.
- B. The determination of the district's financial budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the district establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and the manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; and the right to purchase, dispose and assign equipment or supplies.

## **ARTICLE 3 GENERAL CONDITIONS**

### **Section 3.1:**

No employee shall suffer any reduction in salary or benefits because of the adoption of this Agreement.

### **Section 3.2:**

During the life of this Agreement, the association agrees not to engage in any strike or work stoppage and the district agrees not to engage in any lockout.

### **Section 3.3:**

No employee shall be discharged or discriminated against for upholding association purposes and taking an active part in the affairs of the association. ~~No employee, who is a member of the Association, except as provided herein, shall use the District's time for Association activities. Reasonable time will be provided during contract negotiations.~~

### **Section 3.4:**

The association shall have the right to appoint representatives. ~~The representatives shall be recognized by the District in the adjustment of any grievance when called upon by said officers of the Association to do so. The representative shall not be discriminated against for discharging the duties assigned to them by the Association, it being understood that the discharge of such duties shall not interfere with the normal performance of his/her work for the District; provided, however, that reasonable time will be allowed for any such representative to~~

assist an employee in adjusting a grievance. The district shall allow designated association representatives to engage in the following activities during work hours and at the district's facilities, without the loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the Collective Bargaining Agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings, and any other meetings between representatives of the district and the association to discuss employment relations;
- f. Provide information regarding the Collective Bargaining Agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- g. Testify in a legal proceedings in which the designated union representative has been subpoenaed as a witness.

**Section 3.5:**

For purposes of this article, "designated representatives" shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the district's facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.

**Section 3.6:**

The district shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed in Section 3.4 of this article. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform such activities during paid work hours.

**Section 3.7:**

The district may refuse to authorize additional work hours that incurs overtime pay as a result of performing the activities listed in Section 3.4 of this article.

**Section 3.58:**

No provision of this Agreement shall be interpreted to authorize any party, the district, the bargaining unit, or any employee to perform any act, or failure to perform any act, if the performance or failure to perform would result in a violation of the law or rule of any federal, state or local government body or administrative agency.

**Section 3.69:**

The district shall provide each employee with copies of the Collective Bargaining Agreement.

**Section 3.710:**

No more than six (6) Chapter Officers, and elected or appointed association representatives, upon approved application, may be granted time off with pay from their regular duties for collective bargaining and contract administration. Whenever possible, such meetings will be scheduled so as not to interfere with district duties. However, the parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours to attend the bargaining session on paid work time. No more than ten (10) Chapter Officers and elected or appointed association representatives, upon approved application, may

be granted time off without pay from regular duties to attend the Oregon School Employees Association (OSEA) annual conference.

**Section 3.11:**

The association shall have the right to use the district's facilities to conduct union meetings.

**Section 3.12:**

The district's electronic mail system may be used by the union for union-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the association.

**ARTICLE 4**

**FAIR SHARE ASSOCIATION MEMBERSHIP**

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the association.

**Section 4.1:**

The district, when so authorized and directed in writing by an employee on a membership card, hereafter referred to as an authorization form, which shows the employee's consent, will deduct regular association dues, charges, fees, and assessments from wages of such employee. The authorization form will be provided by the association and upon being filled out by the employee, shall be provided to the association and the district. Any authorization for payroll deductions of dues may be canceled by the employee upon written notification to the Association State Office, to be effective on the first day of the following month. The district will not be held liable for check off errors but will make proper adjustments with the association for errors as soon as is practicable.

**Section 4.2:**

Hold harmless: The association agrees that it will indemnify and hold the district harmless from all suits, actions, and claims against the district or persons acting on behalf of the district whether for damages, compensation or any combination thereof, arising out of the district's faithful compliance with the terms of this article. In the event of any suit or proceeding brought to invalidate this article, the association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the association shall be solely responsible for any reimbursement to the employee.

**Section 4.3:**

Payroll deduction of dues shall be made by the disbursing officer of the district each month to the Treasurer of the association. The amount of dues shall be indicated by the association to the district in writing and shall be effective on the date indicated by the association.

**ARTICLE 5**

**ASSOCIATION REPRESENTATIVES MEETING WITH STAFF**

**Section 5.1:**

Representatives of the association shall be afforded the opportunity to meet with employees before or after monthly staff meeting when such employees' work schedule makes it impossible for them to attend regular association membership meetings.

**Section 5.2:**

At employee orientations, the district shall provide the association with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

**Section 5.3:**

When a bargaining unit employee is hired after the employee orientation or when the district does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall be scheduled by the association at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

**Section 5.4:**

The union shall be permitted to meet with employees during regular working hours at their regular work location to discuss grievances, complaints, and other workplace related matters without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

**ARTICLE 6  
EMPLOYEE LIST**

**Section 6.1:**

Once each quarter, the ~~The~~ district will provide the association Chapter President, Field Representative, and OSEA's Director of Fiscal Operations ~~with an up-to-date list of all employees~~ an editable Excel spreadsheet containing the following information for each employee in the bargaining unit: ~~Such a list shall include the date of hire, address, classification and rate of pay.~~

1. The employee's full name and date of hire;
2. Contact information including:
  - a. Cellular, home, and work telephone numbers;
  - b. Personal and work electronic mail addresses; and
  - c. Home or personal mailing address;
3. Employment information including:
  - a. Job title;
  - b. Salary;
  - c. Worksite location; and
4. The employee's date of birth.

**Section 6.2:**

The district shall provide the information listed in Section 6.1 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

**ARTICLE 7  
EQUAL OPPORTUNITIES**

**Section 7.1:**

The district is an equal opportunity employer and is committed to diversity, equity, inclusion and access. Employees of all backgrounds and identities are welcomed and included. ~~and will not allow discrimination toward any employee with regard to gender, age, race, color, national origin, sexual orientation, marital status, disability, veteran status, religious affiliation or any~~

~~other classification protected under law.~~

## ARTICLE 8 ATTENDANCE

### Section 8.1:

If an employee is unable to report to work at the designated starting time, ~~s/he is~~they are expected to provide sufficient notice. Notification must be given to the immediate ~~Supervisor-~~supervisor as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift (this notification requirement shall be waived for emergency situations).

### Section 8.2:

~~Alternate Flexible Work Schedules and Teleworking Solutions~~  
~~In the event the District develops policies or procedures regarding alternative work schedules or teleworking, R~~epresented staff members may request flexible schedule and telework options participation in these programs subject to the eligibility requirements outlined in the Flexible Work Solutions Policy. ~~applicable policy or procedure. Some positions might not qualify for all options, due to the nature of their work and the eligibility requirements.~~

## ARTICLE 9 ANNIVERSARY DATE

### Section 9.1:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the first (1st) through fifteenth (15th) of the month shall be the first (1st) day of the month of hire.

### Section 9.2:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

## ARTICLE 10 WAGES

### Section 10.1:

The district agrees that each ~~FT and RPT~~ employee shall be paid in accordance with the schedule contained in the Rate Range Chart. ~~Upon ratification of this contract, the Rate Range Chart shall be adjusted by increasing all wages 6.75%, which shall be adjusted effective-~~ Effective July 1<sup>st</sup> of each subsequent contract year, ~~such adjustment to be the increasing of~~ wage rates will be increased by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the ~~average~~ change in the ~~Seattle and San Francisco~~Pacific Consumer Price Index for all Urban Consumers (CPI-U) from ~~January to December~~April to March of the preceding ~~calendar~~ year. However, in no event shall the Cost of Living Adjustment be less than ~~zero-two~~ percent (~~02%~~) or more than four percent (4%).

~~The base salary or wages for RPT employees shall be calculated from a FT base of 2,080 hours per year.~~

## ARTICLE 11 RATE RANGE AND MERIT INCREASE

### Section 11.1:

The Rate Range Chart shall be updated each year. Employees hired or promoted shall be placed on a step contained on the Rate Range Chart. Employees shall be hired at the starting

salary justified by an internal equity analysis and shall progress through the range.

**Section 11.2:**

The anniversary date, for the purposes of merit increase, for employees hired the first (1st) through the fifteenth (15th) of the month shall be the first (1st) day of the month of hire. The anniversary date, for the purposes of merit increase, for employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

On the anniversary date of hire, the employee shall receive a merit increase upon meeting expectations as identified on the performance evaluation form. If the employee is not meeting expectations as identified on the performance evaluation form, they will not be eligible for a merit increase until the first of the pay period following successful completion of a plan of assistance and this increase will not be retroactive. This shall not change the anniversary date for eligibility for future merit increases.

The district shall have the sole right of awarding the merit increase but the employee shall have access to the grievance procedure as provided herein.

**Section 11.3:**

See Rate Range Charts.

**Section 11.4:**

If an employee is promoted to a classification that is one grade higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least five percent (5%) monthly. If an employee is promoted to a classification that is two or more grades higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least seven and a half percent (7.5%) monthly.

If the employee's anniversary date falls within the three (3) month promotional probationary period, the employee will be eligible for a merit increase the first of the month following successful completion of the promotional probationary period, and that date will become the new anniversary date for the purposes of merit increases.

**Section 11.5:**

If an employee is demoted to a lower paying classification, the employee shall be moved effective with the date of the assignment to the step in the new classification which is either the step justified by an internal equity analysis, the step which represents a decrease of at least five percent (5%) monthly, or the maximum of the range, whichever is less.

**Section 11.6:**

Employees in positions identified by the general manager (or designee) as bilingual desirable or required, who demonstrate fluency through language testing, will receive a pay premium of 3% of their regular base pay. Languages eligible for bilingual pay may vary by work location.

**ARTICLE 12  
PAY PERIODS**

**Section 12.1:**

Through October 15, 2022, Employees-employees of the district shall be paid twice a month on the fifteenth (15th) and the last banking day of the month. Effective October 16, 2022, employees shall be paid on a biweekly basis.

**Section 12.2:**

For biweekly payment of wages, if a pay date falls on a legal holiday, the pay date shall be moved to the following banking day.

Until implementation of biweekly payment of wages, if the fifteenth (15th) of the month falls on a legal holiday or Saturday, the pay date shall be moved up to the day preceding. If the fifteenth (15th) of the month falls on a Sunday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on Monday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on a Sunday, the pay date shall be moved to the day following.

**Section 12.3:**

A one-time, lump sum payment shall be issued October 31, 2022, to all active bargaining unit employees hired on or prior to October 15, 2022. This payment, equivalent to a gross semi-monthly paycheck is intended to support the transition from forecast pay to payment in arrears for ongoing employees of the district.

**ARTICLE 13**  
**REST BREAKS AND MEAL PERIODS**

**Section 13.1**

Employees in the bargaining unit shall receive rest periods in accordance with Oregon Bureau of Labor and Industry standards.

**Rest Breaks**

Employees shall receive a fifteen (15) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled as close as possible to the middle of the work period.

**Meal Periods**

Employees who are scheduled to work six (6) or more hours shall receive an uninterrupted, unpaid meal period no less than thirty (30) minutes. Mealtime shall be scheduled by the employees' immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time shall not be considered as time worked and will not be paid time.

Table 1: Rest and meal periods required based on length of work period

| <b><u>Length of Work Period</u></b>                                   | <b><u>Number of Rest Breaks Required</u></b> | <b><u>Number of Meal Periods Required</u></b> |
|---|--|---|
| <u>2 hours or less</u>  | <u>0</u>                                     | <u>0</u>                                      |
| <u>2 hrs. 1 min to 5 hrs 59 min</u>                                   | <u>1</u>                                     | <u>0</u>                                      |
| <u>6 hours</u>  | <u>1</u>                                     | <u>1</u>                                      |
| <u>6 hrs. 1 min to 9 hrs 59 min</u>                                   | <u>2</u>                                     | <u>1</u>                                      |
| <u>10 hrs. 1 min to 13 hrs. 59 min<br/>(4 day/10 hour schedules))</u> | <u>3</u>                                     | <u>1</u>                                      |

**ARTICLE 13.14**  
**OVERTIME AND COMPENSATORY TIME**

**Section 13.14.1:**



An employee's workweek shall be predetermined, on a consistent and regular basis; however, there are times when employees of the district will be required to work over forty (40) hours a week. No overtime will be worked without prior approval from the supervisor.

Positions will be classified as being either exempt from overtime under the Fair Labor Standards Act (FLSA) or non-exempt from overtime.

**Section ~~13.214.2~~:**

All employees in positions classified as FLSA non-exempt will receive either one and one half (1½) hours compensatory paid time off, or cash compensation at a rate of one and one half (1½) times their regular rate of pay for each ~~authorized~~ overtime hour worked in excess of forty hours in any workweek.

Election of compensatory time or overtime cash payment will be made each pay period by the employee at the time of review and approval of their timesheet, and within the established approval deadlines for each pay period. The default election will be compensatory time earned in lieu of overtime cash payment.

~~If a non-exempt employee has a balance of forty (40) compensatory time hours or more at the beginning of the payroll period, an employee may elect cash compensation for the overtime hours worked during that pay period. Overtime paid as cash compensation will be limited to eighty (80) hours per contract year. No overtime will be worked without prior approval from the Supervisor.~~

When leave hours taken plus hours worked exceed forty (40) hours in a workweek, the non-exempt employee's leave hours shall be reduced by the number in excess of forty (40) for that workweek. For purposes of this section, leave hours will not include holiday hours.

**Section ~~13.314.3~~:**

Employees requesting time off shall take accrued compensatory time, in excess of forty (40) hours prior to taking vacation time. The Supervisor-supervisor must approve use of compensatory time.

**Section ~~1314.4~~:**

Compensatory time shall be capped at two hundred forty (240) hours. Overtime hours worked in excess of the two hundred forty (240) cap shall be paid in cash.

**Section ~~1314.5~~:**

Compensation paid to an employee for accrued compensatory time off shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

**Section ~~1314.6~~:**

Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time off at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

**Section ~~1314.7~~:**

Exempt employees are not eligible for overtime or compensatory time. In recognition that positions may require additional hours beyond the normal workweek, exempt employees receive 24 hours of administrative leave on July 1 of each contract year. New exempt employees hired between July – December will receive 24 hours of administrative leave upon hire. New exempt employees hired between January - June will receive a prorated award of 12 hours of administrative leave upon hire. This leave is in addition to sick, vacation, holiday, and personal leave; is noncumulative and must be used by the end of the contract year or will be forfeited. Upon termination of THPRD employment, no compensation will be granted for unused

administrative leave.

## **ARTICLE 14-15** **STANDBY TIME**

### **Section 14.15.1:**

Standby Time is defined as any time an employee is required to carry a ~~pager unit or cellular phone~~ THPRD provided communications device for the purpose of being ~~called~~ contacted during off duty hours in an emergency situation. One employee from each crew affected will be required to carry a ~~pager unit~~ communications device for a period not to exceed one calendar week at a time on a rotating basis. No one employee shall be required to carry the ~~pager~~ communications device for a period longer than one week in duration at a time.

### **Section 1415.2:**

Employees required to carry a ~~pager unit~~ communications device shall be compensated a standby premium adjustment equal to twelve (12) hours straight time for each weekly rotation (prorated if less than seven [7] days). All compensation for Standby Time will be provided as compensatory time or overtime as outlined in article 14.

~~As provided for in Section 13.1, employees have the option to be paid cash wages for overtime hours worked up to eighty (80) hours per contract year.~~

Compensation for Standby Time shall be in addition to the employee's regular salary and in addition to any call-out compensation the employee may accrue.

### **Section 1415.3:**

When an employee receives a call, text, or email while on standby and the call, text, or email results in the employee being required to physically report to a worksite, the employee shall be compensated for actual time worked, with a minimum of two (2) hours call back, at the overtime rate. Time spent traveling from home to the worksite and back shall be regarded as actual time worked. Actual time worked during a call out shall be provided as compensatory time stated in ~~Section~~ section 1415.2. If call back overlaps with regular work hours, compensation shall not be paid twice for the same hours.

### **Section 1415.4:**

The employee who is called back to work shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in section ~~27.129.3~~.

## **ARTICLE 16** **INCLEMENT WEATHER RESPONSE**

### **Section 16.1:**

During inclement weather events, the district will modify operations to safely meet the needs of patrons and staff. Refer to the Inclement Weather Policy and Addendum for complete details. In the event of inclement weather, staff are expected to check district communications channels such as district website, text alerts, or employee hotline to receive updates on changes to the district's operational status prior to leaving for work. The district will provide alerts through a text messaging service to notify staff regarding changed operational status on inclement weather days.

### **Section 16.2:**

The district shall maintain an annual list of employees who are willing to serve on the Inclement Weather Team (IWT). IWT membership is voluntary, and members include building maintenance technicians, pool operators, and other full-time employees in the Park Services Division. IWT members are responsible for determining if they can safely make it to their assignments and are expected to arrive as soon as safely possible.

**Section 16.3:**

Employees who report for IWT duty will receive either compensatory time at a rate of time-and-a-half for hours worked, or receive overtime pay at a rate of time-and-a-half, during the closure. IWT duty will end when all other staff are expected to report for their normal duties.

**ARTICLE 15-17  
EMPLOYEE BENEFITS**

**Section 1517.1:  
MEDICAL & DENTAL INSURANCE**

Medical Insurance

Effective July 1, 2019, theThe district shall retain Kaiser medical insurance for all FT and RPT bargaining unit employees and their dependents.

Effective July 1, 2019, the district shall retain Kaiser High Deductible Health Plan (HDHP) medical insurance for all FT and RPT employees and their dependents. For FT employees participating on the Kaiser HSA-Qualified plan HDHP, the district shall pay one hundred percent (100%) of the premium for employee and dependent coverage.

For all employees participating on the Kaiser HAS-Qualified plan, as of January 1 of each contract year beginning in January 2023, the district will contribute \$1,500 for employee only coverage or \$3,000 for employee plus dependent coverage into the employee's Health Savings Account (HSA).

For FTEffective January 1, 2023, -employees, participating on the Kaiser HMO base-plan, employees shall pay a five percent (5%) contribution toward the premium with children being carried on district medical insurance at no additional contribution by employees. For example, employees covered at the employee + child(ren) shall contribute 5% of the employee-only premium at a rate of one dollar (\$1) per month for employee only coverage; two dollars (\$2) per month for employee plus spouse or employee plus child(ren) coverage; or three dollars (\$3) per month for employee plus family coverage and this contribution shall be deducted on a per pay-period basis.

For ~~FT~~ employees participating on the Kaiser ~~POS/PPO buy up~~ plan, the district shall pay 30% of the difference between the Kaiser ~~POS/PPO~~ premium and the Kaiser HMO premium for employee, spouse, dependent(s) or family coverage. Children shall be carried on district medical insurance at no additional contribution by employees. For example, employees on the plan coverage level of employee + household shall contribute at the employee + spouse premium calculation.

~~For RPT employees participating on the Kaiser HMO base plan, the district shall pay seven-eighths (7/8) of the premium for employee, spouse, dependent(s) or family coverage.~~

~~For RPT employees participating on the Kaiser POS/PPO buy up plan, the district shall pay seven-eighths (7/8) of the premium for employee, spouse, dependent(s) or family coverage, and 30% of the difference between the Kaiser POS/PPO premium and the Kaiser HMO premium for employee, spouse, dependent(s) or family coverage.~~

For all employees participating on the Kaiser ~~Added Choice Plan~~PPO or Kaiser HMO ~~base~~ plan, as of July January 1 of each contract year, the district will contribute \$600-300 per employee per year, non-cumulative, into the employee's Health Reimbursement Arrangement Plan (HRA) to offset medical expenses. No compensation is allowed for any unused funds.

~~Effective July 1, 2019, the district shall retain Kaiser High Deductible Health Plan (HDHP) medical insurance for all FT and RPT employees and their dependents. For FT employees~~

~~participating on the Kaiser HDHP, the district shall pay one hundred percent (100%) of the premium for employee and dependent coverage.~~

~~For RPT employees participating on the Kaiser HDHP, the district shall pay seven-eighths (7/8) of the premium for employee and dependent coverage.~~

~~For all employees participating on the Kaiser HDHP, as of July 1 of each contract year, the district will contribute \$1,500 for employee-only coverage or \$3,000 for employee plus dependent coverage into the employee's Health Savings Account (HSA).~~

If during a contract year, the renewal premium for any Kaiser plan increases seven percent (7%) or more over the previous year's rate, the district may reopen article ~~45-17~~ and renegotiate the plan. Article ~~45-17~~ shall only be opened if the formal renewal rate proposal is an increase of 7% or more of the previous fiscal year rate, or upon mutual agreement. If the contract is opened under this article, section 3.2 does not apply. All other articles and sections shall remain in force.

#### Dental Insurance

~~Effective July 1, 2019, the~~The district shall retain ODS/Moda (Delta Dental) dental insurance, or the equivalent, (\$2,000 maximum yearly coverage per person) for all ~~FT and RPT~~ employees and their dependents. ~~For FT employees, the~~The district shall pay one hundred percent (100%) of the premium for employee, spouse, dependent(s) or family household coverage.

~~For RPT employees, the district shall pay seven-eighths (7/8) of the premium for employee, spouse, dependent(s) or family coverage.~~

If during a contract year, the renewal premium for ODS/Moda dental insurance, or equivalent (\$2,000 maximum yearly coverage per person) increases seven percent (7%) or more over the previous year's rate, the district may reopen article ~~45-17~~ and renegotiate the plan. Article ~~45-17~~ shall only be opened if the formal renewal rate proposal is an increase of 7% or more of the previous fiscal year rate. If the contract is opened under this article, section 3.2 does not apply. All other articles and sections shall remain in force.

Eligibility for insurance coverage shall be determined according to the existing written agreements with the district and its insurance coverage carrier.

#### **Section ~~4517.2:~~ LIFE INSURANCE**

The district shall provide ~~\$25,000~~\$50,000 worth of term life insurance and ~~\$250,000~~ of accidental death and dismemberment coverage for all ~~FT and RPT~~bargaining unit employees. The district pays one hundred percent (100%) of the premiums.

#### **Section ~~4517.3:~~ PENSION AND IAP PLANS**

A. Pension Plan. The district shall provide Tier I and Tier II employees (as defined below) with a pension benefit consistent with the terms of the July 1, 2016, amended and restated Tualatin Hills Park & Recreation District Retirement Plan and as may subsequently amended ("Retirement Plan").

a. Tier I Employees. A full-time ("FT") employee who is hired before July 1, 2010, is a Tier I employee.

i. Tier I employees shall contribute six percent (6%) of their compensation to the Retirement Plan.

b. Tier II Employees. A FT or regular part-time ("RPT") employee who is hired on or after July 1, 2010, is a Tier II employee. A RPT employee is an employee in a

budgeted position who is regularly scheduled to work not less than 30 hours per week or more than 35 hours per week.

c. Retirement Plan Committee. The THPRD Employee Association (Association) may nominate up to two association representatives to serve on the Retirement Plan committee.

d. Retirement Plan's Funded Status. After receiving the annual actuarial valuation from the Retirement Plan's actuary, the association member(s) of the retirement plan committee shall communicate funding status to association leadership.

B. Individual Account Program Retirement Plan. The district shall also provide Tier I and Tier II employees with a defined contribution plan benefit consistent with the term of the July 1, 2020, Tualatin Hills Park & Recreation District Individual Account Program Retirement Plan, as may be subsequently amended ("IAP Plan").

a. Tier I Employees.

i. Tier I may elect to make after-tax voluntary contributions to the IAP Plan in accordance with election procedures established by the IAP Plan administrator.

ii. Tier I may not make any pre-tax contributions to the IAP Plan.

b. Tier II Employees.

i. Tier II shall contribute six percent (6%) of their compensation to the IAP Plan on a pre-tax basis.

c. Participant-Directed Investments. IAP Plan participants shall be permitted to direct the investment of their IAP Plan accounts consistent with the terms of the IAP Plan and procedures established by the IAP Plan administrator.

d. IAP Committee. OSEA may nominate one Association representative to serve on the IAP Plan committee.

~~The district shall provide a hybrid pension plan as outlined in the 2012 THPRD retirement plan document (Tier II) which is comprised of two components, an employer paid pension fund and an Individual Account Program (IAP) for RPT and FT employees.~~

~~A. FT and RPT employees shall become eligible for the Tier II pension plan the first (1st) day of the month coinciding with or following six (6) months of service~~

~~B. FT and RPT employees shall contribute six percent (6%) of their salary (pre-tax) into a separate individual account (IAP) which is treated as a defined contribution. The IAP funds shall be pooled and invested by the district fund manager.~~

~~For FT employees hired prior to July 1, 2010, the district shall provide a group annuity contract (Tier I) as outlined in the 2012 THPRD retirement plan document under which the company invests district and employee contributions in order to provide pension benefits for FT employees when they retire.~~

~~A. FT employees shall pay six percent (6%) of the Retirement plan with the district providing the remaining portion. Employees may make voluntary contributions of up to twenty-five percent (25%) of their earnings.~~

~~B. In the case of retirement only, one-half (1/2) the value of unutilized sick leave at retirement will be included in total compensation before averaging.~~

#### **Section 4517.4: DEFERRED COMPENSATION**

The district agrees to maintain a tax deferred compensation program for employees covered by this Agreement. The association may nominate two association representatives for the 457(b) fiduciary committee.

**Section ~~45~~17.5:**  
**LONG TERM DISABILITY**

The district shall provide a Long Term Disability insurance program for sixty-six and two-thirds percent (66 2/3%) of pre-disability earnings, with a maximum benefit of \$12,500 per month, (reduced by any deductible benefits), for all ~~FT and RPT~~ employees. Long Term Disability will begin after sixty (60) days of disability. When Oregon Paid Family Leave is available to employees, long-term disability insurance will begin after ninety (90) days of disability.

**Section ~~45~~17.6:**  
**LONG TERM CARE**

The district provides a Long Term Care insurance program for all FT and RPT employees. Long Term Care provides a maximum benefit of \$1,000 per month for home care and \$2,000 per month for facility care, with a lifetime maximum benefit of \$36,000. Long Term Care will begin after a ninety (90) day elimination period.

**Section ~~45~~17.7:**  
**FLEXIBLE SPENDING ACCOUNT**

The district provides a Flexible Spending Account for all eligible ~~FT and RPT~~ employees. The Flexible Spending Account allows employees to pay for health, transit and dependent care expenses, with pre-tax payroll deductions.

**Section ~~45~~17.8:**  
**EMPLOYEE ASSISTANCE PROGRAM**

The district shall provide a comprehensive Employee Assistance Program (EAP) for all ~~FT and RPT~~ employees. The district shall pay one hundred percent (100%) of the premiums.

**Section 17.9**  
**PET INSURANCE**

The district shall provide access to pet insurance for all bargaining unit employees. Employees may elect to participate, and the district shall pay one hundred percent (100%) of the premium for one insured pet up to the rate charged for one dog. In year one of the contract, the district shall make pet insurance available to employees when administratively feasible and no later than January 1, 2023.

**Section ~~45~~17.910:**  
**BENEFIT COMMITTEE**

The parties agree a benefit committee will be established and maintained. The benefit committee will be responsible for gathering and reviewing a variety of benefit information and for formulating recommendations for district Management review, including: ensuring the district's benefit programs remain competitive, cost containment measures are originated, and for the development of an educated employee approach toward health insurance benefits. ~~Committee membership will be equally comprised of half (1/2) association members and half (1/2) district Management. The association may nominate an equal number of association representatives to non-represented representatives.~~ Upon mutual agreement, if the benefit committee finds an advantageous benefit program, article ~~45-17~~ may be re-opened for renegotiation.

**ARTICLE ~~46-18~~**  
**HOLIDAYS**

**Section ~~46~~18.1:**

FT employees shall receive ~~ten (10)~~11 paid holidays (eight [8] hours each):

- |    |              |                               |
|----|--------------|-------------------------------|
| 1. | January 1    | New Year's Day                |
| 2. | Day Observed | Martin Luther King's Birthday |

|                   |                                     |  |
|-------------------|-------------------------------------|--|
| 3.                | 3rd Monday in February              | President's Day                              |
| 4.                | Day Observed                        | Memorial Day                                 |
| <del>5.</del>     | <del>June 19</del>                  | <del>Juneteenth</del>                        |
| <del>5-6.</del>   | <del>July 4</del>                   | <del>Independence Day</del>                  |
| <del>6-7.</del>   | <del>1st Monday in September</del>  | <del>Labor Day</del>                         |
| <del>7-8.</del>   | <del>November 11</del>              | <del>Veterans Day</del>                      |
| <del>8-9.</del>   | <del>4th Thursday in November</del> | <del>Thanksgiving Day</del>                  |
| <del>9-10.</del>  | <del>4th Friday in November</del>   | <del>Friday following Thanksgiving Day</del> |
| <del>10-11.</del> | <del>December 25</del>              | <del>Christmas Day</del>                     |

**Section 16.2:**

~~RPT employees shall receive ten (10) paid holidays (seven [7] hours each):~~

- ~~January 1 — New Year's Day~~
- ~~Day Observed Memorial Day~~
- ~~July 4 — Independence Day~~
- ~~1st Monday in September — Labor Day~~
- ~~4th Thursday in November — Thanksgiving Day~~
- ~~December 25 — Christmas Day~~
- ~~Four (4) Floating Holidays — July 1 — June 30~~

~~RPT employees shall be granted four (4) non-cumulative Floating Holidays per contract year. Floating Holidays must be used by the end of the contract year and are not cumulative. Employees are required to receive prior approval by the Supervisor, and must provide two (2) weeks' notice prior to taking the leave. The District shall have the option to retain staff, as it deems necessary to operate the District. Use of Floating Holiday shall be in full day increments (seven [7] hours) and cannot be reduced when paid hours for the workweek exceed thirty-five hours.~~

**Section 4618.32:**

A non-exempt employee who is required to work a scheduled holiday will be compensated by one and one half (1½) hours pay for each hour worked in addition to holiday pay. In emergency situations, when a non-exempt employee not previously scheduled, is called into work, the employee will be compensated by two (2) hours pay for each hour worked in addition to holiday pay.

An exempt employee who is required to work more than four hours on a holiday shall receive a floating holiday (8 hours) in exchange.

**Section 4618.43:**

If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on Sunday, it shall be observed on Monday. If an employee's regularly assigned work shift includes Saturday and/or Sunday and the actual holiday falls on a Saturday or Sunday the employee shall have the option to receive holiday pay on either the actual holiday or the observed holiday.

**Section 4618.54:**

Should the holiday fall on an employee's scheduled day off, the employee may request an additional day off prior to, or following, the observed holiday. The employee will receive ~~his/her/their~~ whole scheduled shift off; the FT employee will be compensated eight (8) hours, ~~RPT seven (7) hours~~. Any additional hours in the employee's scheduled work shift must be worked during the same workweek, or the employee may request paid/unpaid leave. If an employee's work shift extends on both sides of 12:00 AM, midnight, the employee shall receive one (1) full work shift off with pay. If more than one (1) shift extends into the holiday the employee shall choose, with approval of ~~his/her/their~~ supervisor, which shift will be designated

as the holiday shift.

**Section ~~46~~18.65**

To be eligible for holiday pay, the employee must be in a paid status the scheduled workday before and after the holiday unless the employee is on approved protected leave, which includes, but is not limited to FMLA and Workers' Compensation.

**ARTICLE ~~17~~19  
VACATION**

**Section ~~17~~19.1:**

In order to make adequate preparations s for staff coverage, no vacation leave for a period greater than fifteen (15) working days shall be granted unless a written request is submitted to the Office of the General Manager or designee, at least two (2) weeks prior to the time when the leave is to be begin. Employee vacations of fifteen (15) working days or less, shall be scheduled cooperatively between the employee and his/her/their immediate supervisor.

Supervisors must be reasonable in allowing the use of vacation time and may not unreasonably deny vacation requests. Where positions affect essential service levels, employees while on paid/work time may be asked to assist in securing substitutes.

**Section ~~17~~19.2:**

Vacation for ~~FT~~ employees shall be earned as follows:

One (1) year to completion of three (3) years – twelve (12) eight (8) hour days  
Four (4) years to completion of nine (9) years – fifteen (15) eight (8) hour days  
Ten (10) years to completion of fourteen (14) years – eighteen (18) eight (8) hour days  
Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) eight (8) hour days  
After twenty (20) years – twenty-four (24) eight (8) hour days

Due to the nature of service, ~~FT~~ employees shall be allowed to accumulate a maximum of two hundred forty-seventy (240270) hours vacation time. When accrued vacation hours reach the two hundred forty (240) hour cap, new accruals are suspended until total hours are reduced to less than two hundred forty (240) the maximum accrual amount.

**~~Section 17.3:~~**

~~Vacation for RPT employees shall be earned as follows:~~

~~One (1) year to completion of three (3) years – twelve (12) seven (7) hour days  
Four (4) years to completion of nine (9) years – fifteen (15) seven (7) hour days  
Ten (10) years to completion of fourteen (14) years – eighteen (18) seven (7) hour days  
Fifteen (15) years to completion of nineteen (19) years – twenty one (21) seven (7) hour days  
After twenty (20) years – twenty-four (24) seven (7) hour days~~

~~Due to the nature of service, RPT employees shall be allowed to accumulate a maximum of two hundred ten (210) hours vacation time. When accrued vacation hours reach the two hundred ten (210) hour cap, new accruals are suspended until total hours are reduced to less than two hundred ten (210).~~

**Section 19.3:**

If an employee's vacation accruals total two hundred and forty (240) or more, the employee shall be guaranteed approval of a request for up to forty (40) hours of vacation time off within the next six weeks.

**~~Section 17.4:~~**

~~If a FT employee's vacation hours total two hundred (200) or more, the FT employee shall be~~



~~guaranteed approval of a request for a minimum of forty (40) hours of vacation time off within that payroll period.~~

~~If a RPT employee's vacation hours total one hundred seventy-five (175) or more, the RPT employee shall be guaranteed approval of a request for a minimum of thirty (30) hours of vacation time off within that payroll period.~~

**Section ~~17~~19.54:**

Non-probationary employees who terminate employment with the district, after six (6) months of continuous service, for any reason, will be paid for all unused vacation at their latest salary or hourly rate.

~~Section 17.6:~~

~~If a RPT employee is promoted into a FT position, total years of service under the Agreement will be credited when calculating vacation accrual rates.~~

**Section ~~17~~19.75:**

~~FT eE~~ employees are eligible to cash out up to ~~forty-eighty (4080)~~ hours ~~and RPT employees are eligible to cash out up to thirty-five (35) hours of accrued vacation leave one time every other each~~ contract year on either July 15 or December 15 subject to the below IRS regulations and district requirements beginning July 1, 2020, if they meet each of the following criteria:

- ~~A. The employee must not have cashed out vacation leave the previous fiscal year. The employee must have completed the irrevocable election form the previous calendar year, and;~~
- ~~B. The employee must have a balance remaining after cash-out of at least eighty (80) hours for FT and seventy (70) hours for RPT of cumulative leave, which includes vacation, comp, administrative, floater holidays, and personal leave; and In the previous twelve (12) months, tThe employee must have used an equivalent amount of vacation time to that being cashed out in the previous fiscal year—a minimum of forty (40) hours for FT employees and thirty-five (35) hours for RPT employees; and~~
- ~~C. The employee must have completed the irrevocable election form the previous December. The employee must have a balance remaining after cash out of at least eighty (80) hours of cumulative leave excluding sick leave; and~~
- ~~D. The employee must have accrued the vacation time in the calendar year in which it is being cashed out.~~

~~Leave will be cashed out effective the first pay period of July for all employees who have irrevocably elected the previous calendar year and meet eligibility requirements.~~

**ARTICLE ~~18~~20  
SICK LEAVE**

**Section ~~18~~20.1:**

All ~~FT~~ employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) per month to an unlimited accumulation of sick leave at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

~~Section 18.2:~~

~~All RPT employees shall accumulate sick leave at the rate of seven (7) hours per month at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.~~

**Section ~~18~~20.32:**

An employee unable to perform ~~his/hortheir~~ duties due to personal illness/injury, necessity for medical/dental care or the illness of a family member requiring assistance may use accrued sick leave.

When sick leave is taken to care for a family member, other care arrangements will be made as soon as possible, except where leave is provided for by family leave laws and the employee is eligible for such leave.

Employees shall make a reasonable effort to schedule medical and dental appointments that must occur during their work shift at a time that will minimize their time away from the workplace and produces the least amount of impact to district services and programs.

As used in this article, family members shall be defined by Oregon's Sick Time Law: Covered family members include the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis\* relationship.

Persons "in loco parentis" are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

In order to receive compensation while on sick leave, the employee shall provide sufficient notice (unless unable to do so because of the serious nature of the injury or illness). Notification must be given to the immediate supervisor, as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift. Substitutes are the immediate supervisor's responsibility.

For absences of more than three (3) consecutive days, or if the district has evidence that the employee is abusing sick leave privileges, a certificate from a healthcare provider will be required. The district shall reimburse the employee for any out-of-pocket expenses associated with obtaining the physician certification.

**Section 4820.53:**

When an employee is receiving compensation under the State Accident Insurance Fund, the employee shall have the choice of deducting as sick leave the difference between the amounts paid by State Accident Insurance Fund and the employee's regular salary.

**Section 4820.64:**

Upon termination of district employment, no compensation will be granted for unused sick leave.

**ARTICLE 19-21  
PERSONAL LEAVE**

**Section 4921.1:**

All FT Employees shall be granted two (2), non-cumulative, Personal Leave days (eight [8] hours) per contract year, to be used by the end of the contract year.

Employees are required to receive prior approval for Personal Leave, by the supervisor, and must give two (2) weeks' notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the supervisor as soon as possible in accordance with article 8. The district shall have the option to retain staff, as it deems necessary to operate the district.

**Section 19.2:**

~~All RPT employees shall be granted two (2), non-cumulative, Personal Leave days (seven [7] hours) per contract year, to be used by the end of the contract year. Employees are required to~~

~~receive prior approval for Personal Leave, by the Supervisor, and must give two (2) weeks' notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the Supervisor as soon as possible in accordance with Article 8. The District shall have the option to retain staff, as it deems necessary to operate the District.~~

## **ARTICLE ~~20~~ 22** **COMPASSIONATE LEAVE**

### **Section ~~2022~~ 2022.1:**

In the event of a death in an employee's immediate family, a leave shall be granted with pay, upon approval by the general manager or designee in order to make funeral arrangements if necessary, or to attend the funeral. A maximum of five (5) days (eight [8] hours) for ~~FT~~ employees ~~or five (5) days (seven [7] hours) for RPT employees~~ per contract year, non-accumulative will be allowed if warranted by the situation. Substitutes are the responsibility of the supervisor. Compassionate Leave runs concurrently with Oregon Family Leave Act (OFLA) bereavement leave.

### **Section ~~2022~~ 2022.2:**

Immediate family includes spouse, domestic associate, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, and stepchildren.

## **ARTICLE ~~21~~ 23** **FAMILY MEDICAL LEAVE**

### **Section ~~2123~~ 2123.1:**

An employee may request a leave of absence without pay not to exceed a period of twelve (12) weeks, within a one (1) year period, when required to leave employment because of ~~his/her~~ their own serious illness, the birth or adoption, or placement of a foster child, or to provide care for a spouse, same sex domestic partner, parent, parent-in-law or child suffering from a serious health condition.

~~An~~ ~~female~~-employee who may become pregnant may take an additional twelve (12) weeks of leave within any one (1) year period for illness, injury or condition related to pregnancy or childbirth that disables the employee from performing any available job duties offered.

An employee who uses Family Medical Leave to care for a newborn, newly adopted child or newly placed foster child may also be entitled to take up to twelve (12) weeks, within the one (1) year period, to care for a child with an illness or injury that is not a serious health condition, but requires home care.

Under certain circumstances, Family Medical Leave may be taken intermittently or on a "reduced leave schedule."

### ~~Section 21.2:~~

~~In order to retain credit for past service, the employee must:~~

~~Notify the office of the General Manager or designee, thirty (30) days prior to the anticipated leave. For unanticipated leave the employee must give verbal or written notice within twenty-four (24) hours of commencement of the leave. Any person on behalf of the employee taking leave may give notice.~~

~~Actually be returned to work not later than twelve (12) weeks after commencement of the leave.~~

### **Section ~~2123~~ 2123.32:**

An employee shall be reinstated to the former job, if the job still exists, even if it has been filled during the employee's leave, unless the employee would have been bumped or displaced if leave had not been taken. If the position has been eliminated, the employee will be placed in an equivalent position.

**Section ~~2423.43~~:**

An employee shall use accrued sick leave and vacation time before taking leave without pay during Family Medical Leave. However, employees may maintain a balance of 80 hours of combined sick and vacation time. Employees may also choose to use compensatory time, administrative leave, personal time, floating holidays, or leave without pay for the period of the Family Medical Leave. Any compensatory time taken during a period the employee is eligible for OFLA and/or FMLA will not be counted by the district toward that leave. This time will, however, be counted toward Extended Leave which an employee may request under article 23.

**Section ~~2423.54~~:**

The employee taking Family Medical Leave is entitled to receive health benefits while they are on leave under the same terms and conditions as when ~~s/he was they were~~ on the same job. Employees shall repay the district's share of medical and dental insurance premium payments if the employee fails to return to work following the FMLA leave unless the employee does not return because of circumstances that are beyond the employee's control, including a FMLA-qualifying medical condition.

**Section 23.5:**

Beginning January 1, 2023, the district shall begin payment into the state paid family leave insurance fund as directed by the Oregon Employment Department. All employees will contribute to this fund as required by the Oregon Paid Family Leave Law. Employee contribution toward the paid leave fund will be made by payroll deduction. The employer and employee contribution rate will be set at the default ratio [predicted to be forty percent (employer) and sixty percent (employee)] of the overall mandatory contribution. Should the final guidance issued by the state change this ratio, the parties agree to reopen this article.

**ARTICLE ~~22-24~~  
DONATION OF LEAVE**

**Section ~~2224.1~~:**

The district, in cooperation with the association, will ~~allow employees to donate accumulated vacation and compensatory time to a co-worker,~~ maintain a leave donation program consistent with federal regulations and such program shall be available to bargaining unit employees under the following conditions:

- A. The receiving employee has been approved as meeting program criteria, ~~provides certification from a health care provider (including estimated time away from work) attesting to a serious health condition that precludes them from performing the essential functions of his/her job.~~
- B. ~~The receiving employee is non-probationary and has had no disciplinary action taken against the employee, nor is the employee on a corrective plan of action due to abuse of sick leave within the previous twelve (12) months.~~
- C. B.\_\_\_\_\_ The receiving employee has exhausted all his/her/their leave balances and is not otherwise eligible for any paid leave.

**Section ~~2224.2~~:**

All donations shall be anonymous and truly voluntary. All leave donations shall be posted to the receiving employee's medical leave account and will be used in the order received up to the

~~amount needed by the recipient. Donations will be made only for specific individual campaigns and will not be kept in a "bank" for use by other employees, may not exceed the amount required to carry the employee through the elimination period for disability insurance. The employee receiving donations shall take all his/her accruing leaves first.~~

~~Section 22.3:~~

~~All unused hours in the medical leave account will be pro-rated back to the donating employee's vacation leave account.~~

**ARTICLE ~~23-25~~**  
**EXTENDED LEAVE WITHOUT PAY**

**Section ~~2325.1~~:**

If upon completion of 12 weeks of family medical leave, an employee is unable to receive a written release from their attending physician to return to their position, the employee may submit a written request to the general manager or designee for extended leave without pay. Employees are required to use their accumulated sick leave and annual accrued leave as part of any extended leave.

While on extended leave without pay, the employee will retain reinstatement rights to their position, however, THPRD paid leave time (sick leave, vacation, holiday, etc.) will not accrue and THPRD paid benefits (medical, dental, retirement, etc.) will end. Upon completion of extended leave without pay and successful return to work, benefits resume the first of the month following the employee's return to work date, except dental insurance. Dental insurance requires a 6-month waiting period if continuation coverage (COBRA) is not maintained.

**ARTICLE ~~24-26~~**  
**MILITARY LEAVE**

**Section ~~2426.1~~:**

An employee requiring a leave of absence for training or service, in the Armed Forces or as a member of the National Guard, shall be provided leave and re-employment rights in accordance with the Uniformed Services Employment and Re-Employment Rights Act and applicable state regulations.

An employee requesting Military Leave must provide notice of ~~his/her~~their obligation or intention to perform service or training, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

Employees who have worked for the district for six (6) months are entitled to a military leave of absence with pay not to exceed 15 calendar days in any one training year for annual active duty for training as a member of the National Guard, National Guard Reserves or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.

A training year means the federal fiscal year (October 1 through September 30) for any particular unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other rights or benefits, providing the employee receives bona fide orders to training duty for a temporary period and providing they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.

For employees entering military service for extended periods of active duty, leave shall be granted in accordance with the Oregon Revised Statutes and Federal Law, as they now read or may be amended to read in the future.

**ARTICLE 2527**  
**COURT APPEARANCES/JURY DUTY**

**Section 2527.1:**

An employee shall be granted leave with pay any time they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the district all witness fees or pay for jury duty, except mileage expenses, unless the employee receives said compensation while on an authorized leave of absence without pay.

An employee who is required to report for jury duty or as a witness shall be excused, ~~with approval from his/her Supervisor,~~ from appearing for ~~his/her/their~~ normal shift on that workday ~~if the jury duty or witness responsibilities exceeds four (4) hours for FT employees or three and one-half (3½) hours for RPT employees.~~

~~If jury duty or witness responsibilities continue for four (4) hours or less for FT or three and one-half (3½) hours or less for RPT employees on the day shift, the employee shall report for the remainder of his/her workday. An employee on other than day shift shall have the number of hours spent on jury or witness duty deducted from his/her normal shift on that workday and shall report for the balance of his/her work shift as arranged by the Supervisor.~~

**Section 2527.2:**

An employee who appears pursuant to subpoena before any court or administrative agency in any matter in which the employee has no personal interest shall be paid the regular pay for the hours of work lost to such appearance. The employee shall pay to the district any fees for such appearance up to the amount of regular pay received. The employee shall retain any expense reimbursement received for such appearance.

**ARTICLE 2628**  
**WORKERS COMPENSATION INSURANCE**

**Section 2628.1:**

The district will provide workers compensation insurance for all employees in the bargaining unit in conformance with the State Workers Compensation Act.

**Section 2628.2:**

Additional compensation by the district shall be granted in an amount equal to the difference between the amount received from the workers compensation carrier and the employee's regular salary for a period not to exceed the employee's accumulated ~~sick leave, vacation, and compensatory time off~~ paid time off. The additional compensation referred to above shall be charged against the employee's accumulated sick leave, vacation, administrative, personal leave, or compensatory time off. However, employees may elect to maintain a balance of up to 80 hours of combined sick and vacation time.

**Section 2628.3:**

Sick leave and vacation benefits shall accrue during the period compensation is paid.

**Section 2628.4:**

All insurance and pension benefits shall be provided for employees per the contract for six (6) months from the beginning of the workers compensation leave regardless of the employee's accumulation of sick leave, vacation leave and/or compensatory time.

**ARTICLE ~~27-29~~**  
**TRANSPORTATION AND TRAVEL**

**Section ~~2729.1~~:**

The district will reimburse employees for transportation expenses incurred in furthering of district business.

**Section ~~2729.2~~:**

Payment of expense for travel on behalf of the district by employees will be as provided by district policies and procedures. Disputes over payment of expenses shall be directed to the general manager or designee, for resolution. Such disputes will not be subject to the grievance procedure.

**Section ~~2729.3~~:**

All employees who use their own vehicle to accomplish their assigned duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. In addition, employees involved in an accident while conducting assigned district business, will receive reimbursement toward their insurance deductible up to \$500.

**ARTICLE ~~2830~~**  
**PROBATIONARY EMPLOYEES**

**Section ~~2830.1~~:**

A new employee shall be placed on a one (1) year probationary period in order to demonstrate abilities and fitness for the position to which ~~s/he has~~they have been appointed.

**Section ~~2830.2~~:**

Supervisors should make every effort during this period to fairly evaluate the new employee and help ~~him/her~~them during the period of adjustment to district service.

**Section ~~2830.3~~:**

Upon hire, the new ~~FT or RPT~~bargaining unit employee qualifies for:

- A. Compensatory time off ~~or administrative leave.~~
- B. Accrual of sick leave on a per pay period basis.
- C. Compassionate leave.
- D. Medical insurance programs.
- E. The employee assistance program (EAP).
- F. Participation in the Section 125 Flexible Spending Account Plan

**Section ~~2830.4~~**

Upon completion of six (6) months of the initial probationary period, the new ~~FT or RPT~~ employee qualifies for:

- A. Credit of equivalent to six (6) months of vacation time ~~and accrual of vacation time on a per pay period basis going forward; Because~~ vacation time does not accrue for the first six (6) months ~~of the probationary period of employment, this credit is awarded in full upon completion of six (6) months. Vacation time will then accrue on a per pay period basis going forward.~~
- B. Granting of personal leave. If six (6) months are completed on or before December 31,

the employee shall be granted two (2) personal leave days; if after December 31, the employee shall be granted one (1) day of personal leave.

- C. Dental insurance.
- D. Receipt of the district's contribution to an HRA or HSA plan to offset medical expenses. If six (6) months are completed on or before December 31, the employee shall receive the full annual contribution to the plan; if after December 31, the employee shall receive 50% of the full annual contribution to the plan.
- E. ~~retirement~~ Retirement benefits.
- F. ~~life~~ Life insurance.
- G. ~~long~~ Long term disability.
- H. Educational aid.
- I. Long term care.

**Section 2830.5:**

Upon completion of the one (1) year probationary period, the employee will:

- A. Be appointed to ~~FT or RPT~~ regular employee status, or
- B. Will not be retained as an employee of the district.

**Section 2830.6:**

An employee who transfers or is promoted into a lateral or higher-grade position during the initial probationary period will be eligible for additional benefits detailed in section 2830.3 upon completion of six (6) months of total probationary period. The employee will be subject to completion of the remaining duration of the initial probationary period, and at the district's discretion, the initial probationary period may be extended for up to six (6) months to allow the employee to demonstrate abilities and fitness for the new position.

**Section 2830.7:**

An employee promoted into a position in a higher grade who has completed an initial probational period shall serve a promotional probationary period of six (6) months. If the district determines that an employee on promotional probation is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to his/her/their previous position or a position of similar status. Promotional probation shall not be subject to the grievance procedure.

**ARTICLE 29-31  
PERSONNEL FILES**

**Section 2931.1:**

Personnel files will be maintained ~~at the Administration Office~~ by the Human Resources DepartmentDivision. An employee's file will contain all materials and documents pertinent to his/her/their employment with the district. Employees may schedule an appointment with Human Resources staff to view their file or may request a specific document to be provided via email or interoffice mail. Timelines for this appointment and/or costs for provision of document(s) requested shall be maintained per state law.

**Section 2931.2:**



Access to this file will be limited to the employee, the employee's supervisors, the general manager, ~~Director of Business & Facilities, Human Resources Manager,~~ and Human Resources staff with an operational need to access the records assigned to keep the personnel records current.

**Section 2931.3:**

Personnel records are subject to the Public Records Law and applicable case law. The district shall notify the employee of any request made to gain access under the above referenced statutes. Other than the above, the employee must give written permission to anyone else wishing to access the file.

**Section 2931.4:**

An employee may attach a rebuttal to materials in the personnel file or add relevant materials of the employee's choosing.

**Section 2931.5:**

Each employee shall read and sign any written material that is placed in his/her/their personnel file related to performance or disciplinary action. It will be noted on the material that signing does not necessarily indicate agreement.

**ARTICLE 30-32  
EMPLOYMENT EVALUATION**

**Section 3032.1:**

At least once a year or earlier, all employees will discuss their employment and performance with the district administration. At this time, the employee's file will be reviewed and any areas of concern by either the employee or the administration may be discussed confidentially. These meetings will be conducted on a scheduled basis annually no later than the employee's anniversary date. However, an employee may request and receive a meeting with district administration at any mutually agreeable time. A copy of the performance evaluation will be provided to the employee.

**Section 3032.2:**

Matters of evaluation shall be subject to the grievance procedure. Probationary employees shall not use the grievance procedure for evaluation matters.

**Section 3032.3:**

An employee shall receive current job descriptions describing the duties of his/her/their job once a year on his/her/their evaluation date, or when job duties are changed.

**Section 3032.4:**

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- A. A stated written plan of assistance will be provided that (a) identifies the work deficiency, (b) establishes time limits for correcting the deficiency and (c) provides suggestions for improvement. The plan of assistance will be delivered to the employee at a formal conference and shall be signed by both the immediate supervisor and employee. Refusal to sign the plan within twenty-four (24) hours may be grounds for disciplinary action.
- B. On or before the expiration of the corrective period, the supervisor, the employee and his/her/their representative (if s/het/they so chooses/choose) shall meet (not less than monthly) to discuss the employee's progress or lack thereof toward the expected improvements. The supervisor will notify the employee of the decision to recommend

continued employment or dismissal provided that nothing will preclude a supervisor, at his/her/their discretion, from continuing the employee's assisted status, if, in his/her/their judgment, positive but less than full improvement has been shown. In no case, however, shall a plan of assistance exceed six (6) months.

## **ARTICLE 31-33** **EDUCATIONAL AID**

### **Section 3133.1:**

Employees may create an account to receive a district contribution of fifty dollars (\$50) per month toward the employee's choice of either direct payment to the employee's existing student loan or to a 529 educational savings account. Educational aid is contingent upon creation of an account and no retroactive payment shall be made by the district. Tax treatment of educational aid shall be as set by state and federal regulations.

~~An employee may be reimbursed fifty percent (50%) of the cost of tuition at a State of Oregon college, or the equivalent to fifty percent (50%) of Portland State University's tuition amount if attending a private college, books and fees for courses that demonstrate direct application to the current position or the next logical promotional step.~~

~~An employee may also be reimbursed fifty percent (50%) of the cost of any voluntary training program that relates to his/her present District employment or possible promotion to a position in the District service.~~

### **Section 3133.2:**

Employees shall be eligible for educational aid following successful completion of six months of employment. Eligible employees will be provided program and enrollment information, including how to create an account to receive educational aid.

~~In order to qualify for such reimbursement, the employee must:~~

- ~~A. Complete and submit the request for educational aid form, prior to the first day of class and receive written approval from the office of the General Manager or designee. If an employee is enrolling in more than one course, a separate request must be completed for each course.~~
- ~~B. Upon successful completion of the course(s) or training program, promptly submit grade reports, or certificates of satisfactory completion, to the Human Resources Department.~~

### **Section 3133.3:**

Whenever possible, the class should be scheduled outside normal working hours, otherwise an employee shall request use of vacation and/or comp time to cover the absence(s). In year one of the contract, the district shall make educational aid available to employees when administratively feasible and no later than January 1, 2023.

### **Section 31.4:**

~~Successfully completed means "to receive a passing grade" or certificate of satisfactory completion.~~

### **Section 31.5**

~~Probationary employees are not eligible for educational aid/reimbursement.~~

## **ARTICLE 3234** **TRAINING, ON THE JOB DEVELOPMENT, AND CONFERENCES**

### **Section 3234.1:**

The district shall pay one hundred percent (100%) of the costs of tuition, books and fees for any course, or training program prescribed by the district.

**Section 3234.2:**

The district shall pay the costs of registration, materials, and any necessary travel costs for conferences, seminars or other technical training prescribed by the district. With prior approval by the general manager or designee, the district may also pay these costs for conferences, seminars, or other technical training requested by and voluntarily attended by the employees.

**Section 3234.3:**

An employee shall be provided with compensatory time when class time for approved courses or training, or compensable travel time extends total working hours over a forty (40) hour workweek.

Compensable travel time includes time spent traveling during the course of a workday. Except for required courses, travel time that falls outside of the employee's regular work hours is not compensable, unless the employee is required to drive.

For required courses, all travel time outside of regular work hours shall be considered compensable travel time. Employees who earn compensable travel time as a result of approved training may have their schedule adjusted within that workweek provided, they receive a minimum twenty-four (24) hour notice of any schedule changes.

**Section 3234.4:**

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on-the-job developmental training is voluntary.

**ARTICLE 3335**

**PROMOTIONAL, TRANSFER & TEMPORARY OPPORTUNITIES**

**Section 3335.1:**

When a job opening occurs in the district for which there is no eligibility list, all openings-it will be posted on the district website for a minimum of ten (10) working days before filling. Vacancies will be posted as either internal-only to current THPRD staff or internal/external open to the community. This procedure will provide existing employees an opportunity to apply:

- A. If a qualified applicant, who is an existing employee, files for such a job, s/he/they will be given preference for an interview over an outside applicant.
- B. The best-qualified applicant interviewed, as determined by the district, will be selected.
- C. Any employee not selected for an interview or who interviews for a vacant position and is not selected, shall upon request within five (5) working days, be entitled to be informed of the reasons. Only a refusal to inform the employee will be grievable under this section.

Recruitments may be used to establish an eligibility list for the classification used to fill additional vacancies occurring within one year of the establishment of the list. Should a hiring official be unable to fill a vacant position from an existing eligibility list, they may cancel the list and initiate a new recruitment process.

**Section 3335.2:**

Nothing contained herein shall prevent the district from temporarily filling vacancies pending the recruitment process.

**Section 3335.3:**

Notwithstanding section 3335.1, the district may fill a vacant position by transferring an employee who is currently working within the job description to be posted, or at a higher level. ~~All transfers shall be upon agreement of the employee and Supervisors. If the position is to be filled by transfer, notification will be sent to all potentially eligible employees, and they will be provided with a reasonable opportunity to apply. If no transfer applicant is selected, the position will be posted for recruitment.~~

**Section 3335.4:**

Temporary promotion: An employee shall be classified and paid at the rate for which they are normally assigned. However, if an employee is assigned the full duties of a higher paid classification for more than five (5) consecutive days ~~s/hethey~~ shall be paid at the higher rate for all time spent performing the higher paid duties. Rate of pay to be determined in accordance with section 11.4.

Out of class assignment: If an employee is assigned higher level work that is less than the full duties of a higher paid classification for more than five (5) consecutive days, they shall be paid a 5% premium for the duration of the out of class assignment.

**Section 3335.5:**

The district may identify temporary ~~out of classification~~promotion assignments outside the bargaining unit and invite eligible employees to apply. These appointments shall be for a maximum of twelve months and may be rescinded by either party with thirty (30) days' notice. ~~The rate of pay will be either an increase of 7.5% or the minimum of the range, whichever is greater. Rate of pay will be determined in accordance with section 11.4~~

If an employee is temporarily promoted to such a position, the employee shall:

- A. Remain represented by the association and continue paying dues (if a member).
- B. Continue to accrue seniority under the Collective Bargaining Agreement and the appropriate benefit accrual rates.
- C. Be salaried at the appropriate legal level and FLSA exempt from all overtime provisions and state-required rest and meal periods.
- D. Be eligible for management administrative leave in lieu of overtime.
- E. Retain and continue to use all compensatory time accrued as of date of appointment.
- F. Be evaluated under the management/confidential performance evaluation system but will not be eligible for an increase in pay during the assignment.
- G. Return to their previous bargaining unit position/classification at the appropriate step of the rate range chart had they continued to work in their original position.

- H. Continue to maintain all required certifications and/or licenses required by their bargaining unit position/classification.

If the employee receives disciplinary action during the temporary period, the corrective action shall remain in the personnel file. However, performance-based corrective action related to the temporary position shall remain in the personnel file only so long as the employee is in the temporary position.

**Section 3335.6:**

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on the on-the-job developmental training is voluntary.

**ARTICLE 34-36**  
**RECLASSIFICATION PROCEDURE**

**Section 3436.1:**

The purpose of the reclassification of a position is to recognize that additional duties and responsibilities of a higher level have been added to the job. This deals not so much with volume - as in more of the same tasks to be done, but in duties which will require additional skills or more independent judgment to be exercised by the incumbent in the position. Greater efficiency by the position incumbent resulting in more work getting done or the completion of a class, certificate or degree by the incumbent would not necessarily be reason to reclassify the job. The determination for reclassification is based on the requirements for the position.

**Section 3436.2:**

A position incumbent or supervisor may request a reclassification. ~~The Position Analysis Questionnaire (PAQ) must be completed and signed by both the employee and the Supervisor before consideration for reclassification. The person requesting a reclassification of any position shall provide a written request supporting a reclassification review including, but not limited to additional position duties, supervisory responsibilities, certifications, licenses, and equipment used for the position.~~ Employees and supervisors should work together to complete the PAQ reclassification request. The employee and supervisor must determine what new responsibilities have been added to the job by comparing it with the most recent job description.

- A. The supervisor(s) will submit the ~~PAQ to the Human Resources Manager~~ written request for reclassification to [humanresources@thprd.org](mailto:humanresources@thprd.org).
- B. Within three (3) weeks (calendar days) a review date will be scheduled with the ~~Classification Review Panel~~ Position Analysis Committee.
- C. The incumbent and one (1) representative will be afforded the opportunity to present at the review hearing. ~~Fourteen (14)~~ Seven (7) calendar days advanced notice will be given.
- D. Written materials will be submitted no later than ten (10) calendar days prior to the review hearing.
- E. Any individual presenting information or providing representation for the incumbent making the request shall not be allowed to sit on the ~~Classification Review Panel~~ Position

Analysis Committee.

**Section 3436.3:**

If the position is determined to be of a higher grade, the position will be reclassified using the following guidelines:

**Re-Classification as a result of periodic review or other requests:**

Whenever a position is reclassified as a result of a periodic classification review, by employee or department request, the recruitment will be waived and the incumbent placed in the reclassified position if:

- A. The reclassification has resulted from an incremental change in duties; and
- ~~B. The incumbent has been in the position six (6) months or more and satisfactorily completed probation; and~~
- ~~C. B.~~ The supervisor(s) and the Human Resources Department find that the incumbent possesses the minimum qualifications of the higher-level position.

**Position upgrade resulting from a reorganization of a department or unit:**

When a position is upgraded as a result of a departmental reorganization, ~~the Human Resources Department~~, in consultation with the supervisor(s), shall determine the appropriate selection procedure.

In determining if the recruitment shall be promotional only the following shall be considered: analysis of job duties and availability of internal applicants. If determined promotional,

- A. An eligible applicant will be an employee currently working within the job description of the position that is to be upgraded, or within the job description(s) between the current and proposed upgrade position.
- B. An employee who is successful in the recruitment process and is appointed to an upgraded position as a result of reorganization shall serve a ~~three (3)~~six (6) month ~~trial-~~probationary period.
- C. An employee who is unsuccessful in completing the required ~~trial-probationary~~ period shall be demoted to the previously held position/classification, and ~~his/her~~their salary range and step shall return to the original position held.

In the event that the position has been downgraded, the employee shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be given preference in referral to other positions within the same or equivalent classification as the position held prior to classification downgrading. ~~The Employee's employee wages are temporarily fixed until the wages appropriate to the downgraded position are equivalent to the employee's current wage; will be placed on the step of the new position which is justified by bona fide factors under the Oregon Equal Pay Act that is closest to the employee's wage in the higher-level position.~~

In the event the district chooses to upgrade a position, a copy of the proposed new position description will be provided to the association for its review and comments.

**Section 3436.4:**

The incumbent will receive a ~~written report~~determination completed by ~~the Human Resources Department~~ within forty-five (45) calendar days after the ~~review hearing PAQ was submitted~~. The ~~report-~~determination shall contain the final recommendation and will include a brief

summary of the issues relating to the review. If there are special circumstances that affect completion of a reclassification request within forty-five (45) days, ~~the Human Resources Manager staff will meet with the employee to~~ discuss the status of the request with the employee and supervisor.

**Section 3436.5:**

In the event an employee does not receive a determination within the forty-five (45) day time-line, as provided for in section 3436.4, and the results have determined the employee's position is to be reclassified, the employee's compensation adjustment shall be applied retro-active back to forty-five (45) days after the date the request was first submitted.

**Section 3436.6:**

In the case of a negative determination, the employee may appeal to the Classification Review Panel. Upon determination of the Classification Review Panel, a final appeal may be made to the general manager.

**Section 3436.7:**

The association may request a meeting with the district to confer regarding pay for changes in duties within their job classification, by giving written notice not more than twenty (20) calendar days after receipt of the district's written decision. The meeting between the district and the association shall take place not more than twenty (20) calendar days after receipt of the association's written request.

**Section 3436.8:**

The association may, after meeting with the district as outlined in 34.7, demand to bargain over the pay for changes in duties within the classification. The demand to bargain shall be in writing no later than twenty (20) calendar days from the date the association meets with the district.

**Section 3436.9:**

It is understood that this article cannot be construed in any way as limiting the rights of either party to present such matters during negotiations.

**Section 3436.10:**

The parties agree that procedural issues only which arise out of this article shall be subject to the grievance procedure contained in this Agreement.

**ARTICLE 35-37  
LAYOFF AND RECALL**

**Section 3537.1:**

**LAYOFF**

Definitions:

"Seniority" shall mean an employee's total length of continuous service since ~~his/her/their~~ date of original hire under the Agreement, less any months in which a month of service in a represented position was not complete. Part-time (PT) and seasonal assignments shall not be considered when computing length of service, however time served by represented staff in temporary positions outside of the bargaining unit will be considered when computing length of service.

"Job Classification" means a specific classification identified by a title and classification description.

A "position" is a FT ~~or RPT~~ budgeted position as defined in section 1.3 of the Agreement.

"Classification Group" means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification

group permit incumbents to transfer skills and experiences from one class within the classification group to another. The listing of classifications within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. (Note: A classification group may consist of a single job classification.)

The “anniversary date” is defined in article 9 of the Agreement.

An employee subject to “furlough” is required to work fewer hours or take extended unpaid leave on a temporary basis. Medical and dental benefits may be fully or partially paid by the district during the furlough period.

An employee subject to “layoff” is formally separated from the organization and receives no continuation of benefits

### **Section 37.2**

#### **FURLOUGH**

The district may elect to utilize furlough in the event a temporary reduction in force is required to address operational challenges. Furloughs may include full furlough from duties within affected work groups or may consist of a partial furlough from duties for a range of district positions. If the district determines the need for a temporary reduction in force, notice of not less than two (2) weeks shall be provided to employees being furloughed. This notice will be provided through district email, unless employee is on leave, in which case notice shall be provided via personal email or letter. Employees may be given the option of retaining or cashing out accrued vacation and compensatory leave if placed on full furlough. The district will notify association leadership and the association chapter representative of furlough plan including positions and employees impacted, and the timeline of the furlough period.

Employees subject to furlough will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be temporarily reduced and may consider operational needs, special skills, and seniority within affected working groups in making furlough decisions. When a position is temporarily reduced, the furlough will occur within the affected job classification group or, if there is more than one (1) equally-ranked job classification in that job classification group, within those equally-ranked classes.

If employees are on furlough during open enrollment, the district will send open enrollment communications to them, using their personal contact information, to provide the opportunity to make changes to their benefits for the year.

No new employees shall be hired into a classification in which there are employees on full furlough status. If there is an operational need for an exception, the district shall notify the association and meet to discuss impact.

When a furloughed employee on unpaid leave is scheduled to return to work, the employee will be provided written notice with start date, rate of pay (grade and step), confirmation of anniversary date (for merit purposes), supervisor, work location, and schedule. If the employee declines to return to work or fails to report within fourteen (14) calendar days or a mutually agreed-upon start date, it will be considered voluntary separation.

Furloughed employees are considered active employees and will continue benefits and accruals detailed in other areas of the Agreement unless excluded in article 37.

### **Section ~~35~~37.23: NOTICE OF LAYOFF**



If the district determines the need for a permanent reduction in its contracted work force (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees ~~to be being~~ laid off. This notice will be provided through district email, unless the employee is on leave, in which case formal communication would be provided via personal email or letter. Staff will be cashed out for accrued vacation and compensatory time at the point of separation. The district will notify association leadership and the association chapter representative of the layoff plan including classifications and employees affected, as well as the timeline for layoff proceedings.

Staff separated will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be eliminated. When a position is ~~to be~~ eliminated, the layoff will occur within the affected job classification or, if there is more than one equally-ranked job classification in that job classification group, within those equally-ranked classes.

The position to be eliminated, resulting in employee layoff, shall be determined by the district on the basis of ~~the~~ operational needs. However, where there are two (2) or more positions in the affected classification group (or equally-ranked job classifications in the classification group), an employee's length of service (seniority) as determined in section 3537.1 of the Agreement shall apply. Whenever practical, no represented employees ~~covered by the Agreement~~ shall be laid off within a job classification until all PT and seasonal employees in such job classifications have been terminated.

When the layoff is in a job classification with more than one (1) position, the least senior employee holding one (1) of those positions will be given ~~the~~ notice of layoff and the remaining employees in those positions will be reassigned to cover the remaining jobs. However, a less senior employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining position and which cannot be learned, or qualified to perform, by more senior employees in the classification, within fourteen (14) calendar days.

**Section 3537.34:**  
**BUMPING RIGHTS**

An employee who is given the initial notice of layoff under section 35.237.3 can either accept the layoff or ~~can~~ use his or her~~their~~ seniority to exercise bumping rights. Notification of the option to bump will be provided in writing using the employee's personal contact information. This notification will include current job description(s) for the potential bumping opportunities, rate range of classification(s) available for bumping, potential location, schedule, and supervisor if know. A request to bump must be made within ~~five (5)~~three (3) calendar days, not including holidays of receipt of the layoff notice.

Employees who are to be laid off may not bump employees with less seniority in higher-ranking job titles within the classification group. The bumping Bumping rights can be exercised by a more senior employee in a classification to bump the least senior employee in the same classification. to assume the position of the least senior employee who holds a position in the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee. If there is no less senior employee in the ~~next lower~~ classification, then they may bump to the least senior employee in the next classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by ~~being bumped bumping under the preceding paragraph~~ may also use his/her~~their~~ seniority in the same manner to bump into the next lower classification in

the classification group. If there is no less senior employee in the next classification, then they may bump to the least senior employee in the next lower classification in descending order within the classification group, as long as the bumping employee has greater seniority ~~that than~~ that other employee.

~~Employees who are to be laid off may not bump employees with less seniority in higher ranking job titles within the classification group. However, an An employee who has service under the Agreement in another classification group with the district may exercise bumping rights within that classification group as well. ~~The bumping~~ Bumping rights can be exercised to assume the position of the least senior employee who holds a position in the formerly held classification, as long as the bumping employee has greater seniority than that other employee. If there is no less senior employee, they may also use his/her/their seniority in the same manner to bump into the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee.~~

In order to bump, ~~the employees~~ must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fourteen (14) calendar days from the date ~~s/he/they~~ assumes the job duties.

If, after a trial period of fourteen (14) calendar days, the employee cannot perform the duties of their current position ~~lower/former classification~~ in a satisfactory manner, the employee may, at the discretion of the district, either be given additional time for training ~~and job mastery~~ or be laid off. If ~~s/he is/they are~~ laid off, the district will fill the position ~~either~~ by recall of an employee who was laid off from a higher classification within the same classification group or by recalling the employee who was bumped out of that position, whoever has more seniority. ~~In either case, the decision of which employee to recall will be based on seniority.~~

An employee who bumps into a lower classification will be placed on the step in the new classification which is justified by bona fide factors under the Oregon Equal Pay Act ~~that is closest to their current wage~~.

An employee eligible to bump may waive their right to bump and may choose to be placed on the layoff and recall list instead.

#### ~~Section 35.4:~~

#### ~~REDUCTION IN HOURS~~

~~If a position is reduced from FT to RPT, the least senior qualified person in the classification group will receive the reduction. However, a more senior person may accept the reduction if they choose to do so.~~

#### ~~Section 3537.5:~~

#### ~~RECALL~~

Employees laid off shall be placed on a recall list in order of seniority, as defined in section ~~3537.1~~ of the Agreement and may be recalled to any position in which they have had service under the Agreement. Placement on the recall list shall automatically terminate twenty-four (24) months after the effective day of going on the recall list. No new employee will be hired into a job title from which qualified employees have been laid off for less than twenty-four (24) months.

If an employee on the recall list is recalled by the district, the employee has ~~fourteen (14)~~ seven (7) calendar days from the receipt of ~~the certified letter, to the last known address, written notification~~ to accept or reject the position. If the position is accepted, the employee has fourteen (14) calendar days to report. If the employee rejects the offer or fails to report within fourteen (14) calendar days, it will result in removal from the recall list. Laid off employees may notify Human Resources of their request to be removed from the recall list. Retirement from the district shall also result in removal from the recall list. ~~be considered voluntary termination. The~~

district shall notify the association of voluntary withdrawal from the recall list for any reason.

At the time of the recall offer, the district will provide a written notice to employees with the start date, rate of pay (range and step), new anniversary date (for merit purposes), supervisor, work location, work schedule, job description, and will be scheduled for a benefits orientation upon return.

If an employee on the recall list is offered a position that provides ten percent (10%) or greater reduction in hourly rate or a reduction in benefits that they were receiving at the time of layoff, ~~s/hethey~~ will not forfeit ~~his/hertheir~~ right to ~~a~~-recall by refusing the position.

If an employee on the recall list has accepted a ~~lesser-lower grade~~ position, ~~s/he-hasthey have~~ the right to return to the original position, subject to ~~the~~ seniority over ~~laid off~~ employees still on the recall list, should it become available within twenty-four (24) months of lay off.

An employee rehired ~~off-offrom~~ the recall list shall have ~~his/hertheir~~ accrued sick leave ~~balance and vacation accrual hours, as of the date s/he was placed on the recall list,~~ reinstated ~~to reflect their accrual levels at the time of layoff.~~ An employee rehired off the recall list shall also have ~~his/her~~ vacation accrual rate reinstated at the rate in effect when s/he was placed on the recall list.

If an employee is recalled to a lower grade position, then offered a limited duration position, their grade and rate will be justified by bona fide factors under the Oregon Equal Pay Act.

Upon recall to a position, an employee's eligibility to participate (or resume participation) in the district's retirement plans will be as set forth in the plan documents.

### **Section 3537.6**

#### **MERIT INCREASES FOLLOWING FULL FURLOUGH OR LAYOFF**

For the purposes of determining eligibility for merit increases following a full furlough or layoff, employees separated from the district for up to three months will retain the same anniversary date. Those separated through full furlough or layoff for more than three months will have their anniversary dates adjusted into the future for each month beyond the initial three months of break in service. Anyone laid off for more than 12 months will have their anniversary date reset upon their recall to the district and would be eligible for a merit increase in 12 months. For example:

- If laid off in May and anniversary is July, and employee returns in two months, the anniversary date remains the same, and the employee will be eligible for merit upon return.
- If laid off May and anniversary date is in December, and employee returns in six months, the anniversary date is adjusted by three months, and the employee will be eligible for merit in January.
- If laid off in May and anniversary is in December, and employee returns after 12 months, the anniversary date in the position will be calculated using the return date as the new anniversary date, and the employee will be eligible for merit in 12 months.

### **Section 37.7**

The ~~Classification Review Panel~~Position Analysis Committee will determine where new and/or reclassified positions will be placed on the Classification Group list. This list will be reviewed for accuracy each time the contract is open for bargaining.

**ARTICLE ~~36~~38**  
**OUTSIDE EMPLOYMENT**

**Section ~~36~~38.1:**

In that the occasional necessity or desire for additional income may arise, employees of the district will be allowed to hold outside employment. Employees of the district may also hold volunteer positions. However, any outside job or volunteer position must:

- A. In no way detract from the efficiency of the employee while performing ~~his/her~~their district work.
- B. In no way discredit the district.
- C. Not take preference over extra duty that may be required by district employment.
- D. In no way constitute a conflicting interest with employment in the district.
- E. In no way be used in conjunction with district employment to produce direct economic gain to the individual employee.

**ARTICLE ~~37~~39**  
**POLITICAL ACTIVITY**

**Section ~~37~~39.1:**

Political activity by employees is not prohibited; so long as it is carried on during the employee's off duty hours and is not detrimental to ~~his/her~~their performance with the district.

**ARTICLE ~~38~~40**  
**DRUG & ALCOHOL ABUSE POLICY**

**Section ~~38~~40.1:**

The district has a responsibility to employees, participants and the general public to ensure and enhance safe working conditions.

To fulfill this obligation and to ensure compliance with Federal and State anti-drug abuse laws, the district must establish a work environment where employees are free from the effects of drugs and alcohol by means of drug awareness education as well as a drug testing program.

The purpose of this program is to establish a fair and equitable policy for all district employees regarding the possession, sale, distribution or use of a controlled substance and the testing for use of drugs or alcohol in the workplace. For the purpose of this article, "drugs" are defined as substances that are illegal under state or federal law and substances, such as opioids, that are legal when used with a prescription.

Although drug and alcohol abuse will not be tolerated, it is also the intent of the district to provide assistance should an employee come under the influence.

Drug Awareness Education

The district will provide employees training in drug awareness. This would include the effects, recognition and types of behavior associated with drug and alcohol use, and how to approach or address the problem with a fellow employee including treatment options available.

**Section ~~38~~40.2:**  
**TESTING**

#### A. Pre-hire Testing

A pre-hire drug test will be required for all FT ~~and RPT~~ positions identified as safety sensitive, such as:

- Positions that require operation of vehicles, machinery or equipment
- Positions that require frequent contact with and are directly influential upon juvenile(s)
- Positions that require working around hazardous areas and/or hazardous materials
- Positions where pre-employment drug testing is required by federal or state law.

If an applicant tests positive or refuses the test, they will not be offered employment.

#### B. Random Testing

All district FT ~~and RPT~~ employees, holding positions requiring a commercial driver's license covered by US Department of Transportation drug and alcohol rules, will be included in the selection for a random drug test. Selection will be done entirely at random, at unpredictable times within each quarter. Since testing will be done entirely by random selection, an employee could be tested more than once during the year.

#### C. Incident Testing

A district FT ~~and RPT~~ employee conducting district business, if involved in a reportable accident or incident, will be tested if one (1) or more of the following occur:

1. A citation for a moving violation;
2. The estimated accumulative damage or liability (includes property and other damage involved) is \$2,500 or more and/or the vehicle is towed;
3. There is a reasonable cause to believe that the employee is under the influence.

#### D. Reasonable Suspicion Testing

The district may implement fact finding for reasonable suspicion testing based on objective and specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee.

The supervisor shall request the Human Resources director or another supervisor to verify and assist in the documentation of the fact finding. In the event district management personnel has reasonable suspicion to believe the employee is under the influence of drugs or alcohol and the employee's ability to perform the functions of the job may be impaired or the employee's ability to perform ~~his/her~~ their job safely may be reduced, reasonable cause testing will be administered per the following:

1. The supervisor shall discuss the fact finding with ~~him/her~~ them individually and confidentially. The employee has the right to request union representation. In the event a representative is not available, the test will not be delayed.
2. The employee will be reminded of the district policy and procedures concerning drug and alcohol use.
3. The employee shall submit to the testing procedures. In the event a drug or alcohol test is required (except random testing), the employee will be transported by the supervisor or the Human Resources director, immediately, for testing.

The employee will be on sick leave until test results are reviewed. If results prove negative, the employee will be compensated for sick leave used.

**Section 3840.3:**  
**TESTING PROCEDURES**

- A. If an employee voluntarily acknowledges that drugs or alcohol are a problem in his/her/their life, s/he-isthey are under the influence or suffering from the effects of drug or alcohol use, the employee shall be immediately referred to the district's EAP for assessment and referral to an appropriate treatment program.
- B. If the employee denies that s/he-isthey are under the influence of drugs or alcohol, the supervisor(s) shall notify the employee that a drug/alcohol tests is required to confirm the employee's denial and that it shall be performed immediately. The supervisor will then transport the employee to the appropriate medical facility for testing. Once the appropriate medical forms are filled out, the employee will provide a sample to be tested.
- C. Should the employee refuse to consent to a drug/alcohol test, the supervisor shall inform the employee of the following:
  1. Failure to submit to testing will be treated as if the employee had tested positive and the positive test result procedures will be enforced, and
  2. A suspension, without pay, for five (5) workdays will be issued.

Any subsequent refusals by the employee to submit to a test shall constitute cause for dismissal.

**Section 3840.4:**  
**COLLECTION & TESTING**

Providence Occupational Health, or other state approved laboratories, will establish the collection procedures. All specimens will be collected and forwarded to a National Institute of Drug Abuse (NIDA) certified laboratory and be tested in accordance of the NIDA and Federal standards and the levels as established by both.

- A. Tampering with a Sample  
If an employee should tamper with a collected sample, the sample will be treated as a positive sample and the employee will be subject to a separate disciplinary action for just cause under article 39-41 and may result in termination.
- B. Positive Test Result  
In accordance with the Federal and State anti-drug abuse laws all positive test results will be reviewed by a Medical Review Officer (MRO). The MRO will receive test results from the laboratory and will contact both the district and the employee to review test results.
  1. Upon a positive test result, the employee will be provided the opportunity to enter into a Last Chance Agreement for a period of two (2) years which will include a mandatory referral to the district's EAP for evaluation and recommendations of an appropriate treatment program.
  2. Failure to follow treatment recommendations and to allow the Human Resources director to communicate about the recommendations and compliance with the appropriate professionals can lead to disciplinary action including termination.
  3. If a report is made and, in the opinion of the treatment professional, the person can safely return to work, the employee may do so. If, however, the professional believes that such a return to work is detrimental to the employee or the district person, property or other, then such a recommendation will be forwarded to the Human Resources director to determine whether termination or suspension from work, until the professional

is satisfied, is appropriate.

4. The cost of the treatment program, if any, will be paid by the employee or medical insurance provider (if covered, to the extent of coverage).
5. Failure to execute the Last Chance Agreement shall result in immediate termination.
6. An employee enrolled in a drug treatment program under the EAP will be subject to unannounced drug tests up to two (2) years beyond the completion of treatment.

From the time an employee has a positive test result or otherwise is discovered to have a problem, the employee will be considered to be on sick leave until the employee can provide the district with a release from the EAP counselor or any appropriate treatment program. If the employee has no sick leave, vacation and compensatory time will be used. If the employee has no compensatory time, sick or vacation leave available, the employee will not be compensated for the time off.

Failure to report a relapse to the appropriate treatment professional may result in termination.

**Section 3840.5:**  
**SELF RECOGNIZED SUBSTANCE ABUSE**

An employee is encouraged to request voluntary assistance with drug use and/or alcohol abuse problem(s), on a confidential basis, through the EAP or other local health agency.

- A. If in the opinion of a qualified drug/alcohol counselor the employee requires rehabilitation services or treatment, the employee will have the option to enroll.
- B. An employee with a self-recognized substance problem that voluntarily requests assistance will not be subject to disciplinary action. However, a request for assistance will not be used to exempt an employee from job performance requirements.
- C. Any employee who complies with the above requirements prior to violation of this policy shall immediately be granted leave in order to undergo treatment. Should the employee not have sufficient compensatory time, sick or vacation accruals, leave without pay may be granted.

**Section 3840.6:**  
**MEDICALLY AUTHORIZED DRUGS**

It is the employee's responsibility to determine from the physician whether or not any medication would impair performance. An employee utilizing prescribed and/or over the counter medication(s) that could adversely affect job safety or performance should immediately report that fact to his/hortheir supervisor. With the employee's written consent, a consultation with the attending physician, concerning the effects a substance may have on an employee, may be appropriate. Any failure to report the use of such medication or failure to provide proper evidence of medical authorization will result in disciplinary action.

**Section 3840.7:**  
**ADMINISTRATION OF THE PROGRAM**

The Human Resources director will be responsible for managing and monitoring the program.

**Section 3840.8:**  
**CONFIDENTIALITY**

The district will use every effort consistent with the circumstances to conduct the testing procedures in a manner that will preserve the employee's privacy and dignity. These efforts shall include the restriction of information pertaining to testing or the results of testing to those

managers or supervisors who need to have access to such information in order to make and implement personnel decisions involving the employee. Only reasonable information will be shared, and the employee shall be party to all communication regarding shared information.

**Section 3840.9:**  
**UNLAWFUL ACTIONS**

Any employee convicted or indicted of a violation of any criminal drug statute or who has been issued a citation for operating a vehicle while under the influence of intoxicants must inform his/her/their supervisor or the Human Resources director within the employee's next working day. Failure to do so will result in disciplinary action.

**ARTICLE 39-41**  
**DISCIPLINARY ACTION**

**Section 3941.1:**

It is expected that employees will use good judgment in their actions and not cause discredit to the district, themselves, or other employees; however, the objective when disciplinary action is called for, shall be to correct the situation rather than to inflict treatment that is punitive in nature.

**Section 3941.2:**

Disciplinary action may include but is not limited to warning, reprimand, suspension (without pay), demotion, or discharge. While discipline will normally be progressive, management has the right to apply the appropriate level of discipline. No employee shall be disciplined without just cause.

**Section 3941.3:**

A disciplinary action shall be removed from the employee's personnel file if it is determined that it was based on erroneous facts or circumstances.

**Section 3941.4:**

Any disciplinary action shall be addressed through a subsequent performance evaluation process, which shall note improvement or lack of improvement toward satisfactorily correcting the situation. An employee may initiate the subsequent evaluation process, after a reasonable time, by generating a self-evaluation addressing the issue relative to the disciplinary action.

When the district determines that the nature of the alleged offense requires removal from work, the employee will be placed on paid administrative leave during the course of the investigation.

**Section 3941.5:**

No suspension or discharge will be allowed unless approved by the office of the general manager or designee.

**ARTICLE 40-42**  
**GRIEVANCE PROCEDURE**

**Section 4042.1:**

In the event an employee or the association has a grievance arising out of the contract or work condition, the following procedures shall be followed:

Step 1:

The employee, with or without an association representative, shall first discuss the grievance with his/her/their immediate supervisor within ten (10) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved and the



employee wishes to proceed further with the grievance, the employee shall within seven (7) working days file the grievance in writing to the department head/manager, and set forth the facts, section(s) of the Agreement involved, and remedies sought. The employee's department head/manager shall then attempt to adjust the matter and respond in writing to the grievance within seven (7) working days from receipt of the written grievance.

**Step 2:**

If the grievance has not been settled, it may be presented by the employee, with or without an association representative, to the Division Director within seven (7) working days after the response from the department head/manager is received (physically received or postmark date). The Division Director shall respond in writing to the grievance within seven (7) working days of receipt of the grievance.

**Step 3:**

If the grievance has not been settled, it may be presented in writing by the employee, with or without an association representative, to the general manager or designee, within seven (7) working days after the response of the Division Director is received (physically received or postmark date). The general manager or designee shall respond in writing to the grievance within seven (7) working days after the receipt of the grievance.

**Step 4:**

If the grievance has not been settled, the association may, within seven (7) working days after the reply of the general manager or designee is received (physically received or postmark date), serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the general manager or designee.

**Section 4042.2:**

After either party has indicated its desire to take a grievance to arbitration, it shall jointly request of the Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot and proceed alternately to strike names until the final name is left on the list that shall then be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but ~~s/he~~they shall have no power to alter, modify, add to or detract from the terms of the Agreement, and shall have no power to make an award which is retroactive for a period in excess of ninety (90) calendar days prior to the date the grievance was filed under Step 1 of the procedure contained in this article.

**Section 4042.3:**

The arbitrator's fee and expenses shall be divided equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 4042.4:**

The association may file at Step 2 any grievance involving a claim or dispute which affects two or more employees.

**Section 4042.5:**

Representatives selected by the association to act as "Association Representatives" shall be certified in writing to the district by the association.

**Section 4042.6:**

The time limits specified in this section may be waived by mutual consent.

**ARTICLE ~~41-43~~**  
**SAVINGS CLAUSE**

**Section ~~4143~~.1:**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specified article, section or portion thereof directly specified in said decision.

**ARTICLE ~~42-44~~**  
**DURATION AND TERMINATION**

**Section ~~4244~~.1:**

This Agreement shall be effective July 1, ~~2019~~2022, and continue in full force and be effective until June 30, ~~2022~~2025.

**Section ~~4244~~.2:**

The association shall notify the district in writing no later than December 1, 2021, of its intention to negotiate a successor Agreement. Within thirty (30) days of that notification the parties will identify a date to begin bargaining.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
OSEA Field Representative

# **COLLECTIVE BARGAINING AGREEMENT**

TUALATIN HILLS PARK & RECREATION DISTRICT

AND

TUALATIN HILLS PARK & RECREATION DISTRICT  
EMPLOYEES ASSOCIATION

**2022-2025**



# **Collective Bargaining Negotiation**

## **Employee Association Negotiation Team**

Josh Christopher, Park Maintenance Specialist  
Joel Gonzales, Park Maintenance Specialist  
Luke Huber, Irrigation Specialist  
Chris Kolodziejczak, Park Maintenance Coordinator  
Melissa Marcum, Volunteer Services Specialist  
Shawna Meechan, OSEA Field Representative  
Brenda Peterson, Office Tech  
Melissa Van Altvorst, Office Tech

## **District Negotiation Team**

Jon Campbell, Maintenance Operations Manager  
Christine Hoffmann, Human Resources Director  
Cindy Hopper, Fiscal Operations Manager  
Ann Johnson, Center Supervisor  
Lindsay Lambert, Administrative Specialist –  
Confidential  
Aisha Panas, Park Services Director  
Sabrina Taylor Schmitt, Interim Recreation & Aquatics  
Director  
Brian Yourstone, Center Supervisor

**Collective Bargaining Agreement**

**2022-2025**

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2022-2025

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# Collective Bargaining Agreement

## 2022-25 AGREEMENT

This Agreement entered into the 1st day of July 2022 between the TUALATIN HILLS PARK AND RECREATION DISTRICT, hereinafter designated as "district" and the TUALATIN HILLS PARK & RECREATION DISTRICT EMPLOYEES ASSOCIATION, hereinafter referred to as "association."

### ARTICLE 1 RECOGNITION

#### Section 1.1:

The district recognizes the association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.

#### Section 1.2:

The bargaining unit shall consist of all full-time (FT) employees of the district, EXCLUDING the General Manager, Directors of Executive Assistant, Administrative Specialist – Confidential, Department Managers Land Acquisition Specialist, Senior Park Planner, Human Resources Coordinator, Park Maintenance Supervisor, Support Services Manager, Center Supervisor, Assistant Center Supervisor, part-time (PT) and seasonal employees.

#### Section 1.3:

A FT employee is defined as employed in a budgeted position working a schedule of an average of 30 hours per week or more on a year-round basis. A PT employee is defined as working a schedule of an average of less than 30 hours per week on a year-round basis. A seasonal employee is defined as working six months or less.

#### Section 1.4:

Classifications within the bargaining unit may be assigned supervisory responsibility for PT and seasonal employees, and/or lead responsibility for FT employees. In no case shall a bargaining unit employee supervise other bargaining unit employees except as outlined in the Agreement for temporary promotion outside the unit. For the purposes of this article, supervisory responsibilities shall consist of approval of evaluations, execution of disciplinary actions, and hiring and firing authority.

#### Section 1.5:

The district will notify the association prior to posting new or amended position classifications and will indicate whether or not it believes any of them should be included within the bargaining unit. If the association believes any new or amended job classification should be included within the bargaining unit, the executive committee and union representative may meet with district representatives to discuss the matter. If agreement is not reached within a reasonable time, the district may proceed with posting the position. Either or both parties may request mediation for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the position classification shall remain out of the bargaining unit.

### ARTICLE 2 MANAGEMENT RIGHTS

#### Section 2.1:

It is recognized that an area of responsibility must be reserved to the employer if the district is to effectively serve the public. Except to the extent expressly governed by a specific provision of this Agreement, the responsibilities of management are exclusively functions to be exercised solely by the district and are not subject to negotiation. By way of illustration and not limitation, the following are listed as such management functions:

- A. The determination of the services to be rendered to the community served by the district.
- B. The determination of the district's financial budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the district establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and the manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; and the right to purchase, dispose and assign equipment or supplies.

### **ARTICLE 3 GENERAL CONDITIONS**

#### **Section 3.1:**

No employee shall suffer any reduction in salary or benefits because of the adoption of this Agreement.

#### **Section 3.2:**

During the life of this Agreement, the association agrees not to engage in any strike or work stoppage and the district agrees not to engage in any lockout.

#### **Section 3.3:**

No employee shall be discharged or discriminated against for upholding association purposes and taking an active part in the affairs of the association.

#### **Section 3.4:**

The association shall have the right to appoint representatives. The district shall allow designated association representatives to engage in the following activities during work hours and at the district's facilities, without the loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the Collective Bargaining Agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings, and any other meetings between representatives of the district and the association to discuss employment relations;
- f. Provide information regarding the Collective Bargaining Agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- g. Testify in a legal proceedings in which the designated union representative has been subpoenaed as a witness.

#### **Section 3.5:**

For purposes of this article, "designated representatives" shall include chapter executive board



officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the district's facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.

**Section 3.6:**

The district shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed in Section 3.4 of this article. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform such activities during paid work hours.

**Section 3.7:**

The district may refuse to authorize additional work hours that incurs overtime pay as a result of performing the activities listed in Section 3.4 of this article.

**Section 3.8:**

No provision of this Agreement shall be interpreted to authorize any party, the district, the bargaining unit, or any employee to perform any act, or failure to perform any act, if the performance or failure to perform would result in a violation of the law or rule of any federal, state or local government body or administrative agency.

**Section 3.9:**

The district shall provide each employee with copies of the Collective Bargaining Agreement.

**Section 3.10:**

No more than six (6) Chapter Officers, and elected or appointed association representatives, upon approved application, may be granted time off with pay from their regular duties for collective bargaining and contract administration. Whenever possible, such meetings will be scheduled so as not to interfere with district duties. However, the parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours to attend the bargaining session on paid work time. No more than ten (10) Chapter Officers and elected or appointed association representatives, upon approved application, may be granted time off without pay from regular duties to attend the Oregon School Employees Association (OSEA) annual conference.

**Section 3.11:**

The association shall have the right to use the district's facilities to conduct union meetings.

**Section 3.12:**

The district's electronic mail system may be used by the union for union-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the association.

**ARTICLE 4  
ASSOCIATION MEMBERSHIP**

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the association.

**Section 4.1:**

The district, when so authorized and directed in writing by an employee on a membership card, hereafter referred to as an authorization form, which shows the employee's consent, will deduct regular association dues, charges, fees, and assessments from wages of such employee. The

authorization form will be provided by the association and upon being filled out by the employee, shall be provided to the association and the district. Any authorization for payroll deductions of dues may be canceled by the employee upon written notification to the Association State Office, to be effective on the first day of the following month. The district will not be held liable for check off errors but will make proper adjustments with the association for errors as soon as is practicable.

**Section 4.2:**

Hold harmless: The association agrees that it will indemnify and hold the district harmless from all suits, actions, and claims against the district or persons acting on behalf of the district whether for damages, compensation or any combination thereof, arising out of the district's faithful compliance with the terms of this article. In the event of any suit or proceeding brought to invalidate this article, the association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the association shall be solely responsible for any reimbursement to the employee.

**Section 4.3:**

Payroll deduction of dues shall be made by the disbursing officer of the district each month to the Treasurer of the association. The amount of dues shall be indicated by the association to the district in writing and shall be effective on the date indicated by the association.

**ARTICLE 5  
ASSOCIATION REPRESENTATIVES MEETING WITH STAFF**

**Section 5.1:**

Representatives of the association shall be afforded the opportunity to meet with employees before or after monthly staff meeting when such employees' work schedule makes it impossible for them to attend regular association membership meetings.

**Section 5.2:**

At employee orientations, the district shall provide the association with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

**Section 5.3:**

When a bargaining unit employee is hired after the employee orientation or when the district does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall be scheduled by the association at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

**Section 5.4:**

The union shall be permitted to meet with employees during regular working hours at their regular work location to discuss grievances, complaints, and other workplace related matters without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

**ARTICLE 6  
EMPLOYEE LIST**

**Section 6.1:**

The district will provide the association Chapter President, Field Representative, and OSEA's Director of Fiscal Operations with an editable Excel spreadsheet containing the following information for each

employee in the bargaining unit:

1. The employee's full name and date of hire;
2. Contact information including:
  - a. Cellular, home, and work telephone numbers;
  - b. Personal and work electronic mail addresses; and
  - c. Home or personal mailing address;
3. Employment information including:
  - a. Job title;
  - b. Salary;
  - c. Worksite location; and
4. The employee's date of birth.

**Section 6.2:**

The district shall provide the information listed in Section 6.1 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

**ARTICLE 7  
EQUAL OPPORTUNITIES**

**Section 7.1:**

The district is an equal opportunity employer and is committed to diversity, equity, inclusion and access. Employees of all backgrounds and identities are welcomed and included.

**ARTICLE 8  
ATTENDANCE**

**Section 8.1:**

If an employee is unable to report to work at the designated starting time, they are expected to provide sufficient notice. Notification must be given to the immediate supervisor as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift (this notification requirement shall be waived for emergency situations).

**Section 8.2:**

**Flexible Work Solutions**

Represented staff members may request flexible schedule and telework options subject to the eligibility requirements outlined in the Flexible Work Solutions Policy. Some positions might not qualify for all options, due to the nature of their work and the eligibility requirements.

**ARTICLE 9  
ANNIVERSARY DATE**

**Section 9.1:**

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the first (1st) through fifteenth (15th) of the month shall be the first (1st) day of the month of hire.

**Section 9.2:**

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

## **ARTICLE 10 WAGES**

### **Section 10.1:**

The district agrees that each employee shall be paid in accordance with the schedule contained in the Rate Range Chart. Upon ratification of this contract, the Rate Range Chart shall be adjusted by increasing all wages 6.75%. Effective July 1 of each subsequent contract year, wage rates will be increased by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Pacific Consumer Price Index for all Urban Consumers (CPI-U) from April to March of the preceding year. However, in no event shall the Cost of Living Adjustment be less than two percent (2%) or more than four percent (4%).

## **ARTICLE 11 RATE RANGE AND MERIT INCREASE**

### **Section 11.1:**

The Rate Range Chart shall be updated each year. Employees hired or promoted shall be placed on a step contained on the Rate Range Chart. Employees shall be hired at the starting salary justified by an internal equity analysis and shall progress through the range.

### **Section 11.2:**

The anniversary date, for the purposes of merit increase, for employees hired the first (1st) through the fifteenth (15th) of the month shall be the first (1st) day of the month of hire. The anniversary date, for the purposes of merit increase, for employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

On the anniversary date of hire, the employee shall receive a merit increase upon meeting expectations as identified on the performance evaluation form. If the employee is not meeting expectations as identified on the performance evaluation form, they will not be eligible for a merit increase until the first of the pay period following successful completion of a plan of assistance and this increase will not be retroactive. This shall not change the anniversary date for eligibility for future merit increases.

The district shall have the sole right of awarding the merit increase but the employee shall have access to the grievance procedure as provided herein.

### **Section 11.3:**

See Rate Range Charts.

### **Section 11.4:**

If an employee is promoted to a classification that is one grade higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least five percent (5%) monthly. If an employee is promoted to a classification that is two or more grades higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least seven and a half percent (7.5%) monthly.

If the employee's anniversary date falls within the three (3) month promotional probationary period, the employee will be eligible for a merit increase the first of the month following successful completion of the promotional probationary period, and that date will become the new anniversary date for the purposes of merit increases.

**Section 11.5:**

If an employee is demoted to a lower paying classification, the employee shall be moved effective with the date of the assignment to the step in the new classification which is either the step justified by an internal equity analysis, the step which represents a decrease of at least five percent (5%) monthly, or the maximum of the range, whichever is less.

**Section 11.6:**

Employees in positions identified by the general manager (or designee) as bilingual desirable or required, who demonstrate fluency through language testing, will receive a pay premium of 3% of their regular base pay. Languages eligible for bilingual pay may vary by work location.

**ARTICLE 12  
PAY PERIODS**

**Section 12.1:**

Through October 15, 2022, employees of the district shall be paid twice a month on the fifteenth (15th) and the last banking day of the month. Effective October 16, 2022, employees shall be paid on a biweekly basis.

**Section 12.2:**

For biweekly payment of wages, if a pay date falls on a legal holiday, the pay date shall be moved to the following banking day.

Until implementation of biweekly payment of wages, if the fifteenth (15th) of the month falls on a legal holiday or Saturday, the pay date shall be moved up to the day preceding. If the fifteenth (15th) of the month falls on a Sunday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on Monday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on a Sunday, the pay date shall be moved to the day following.

**Section 12.3:**

A one-time, lump sum payment shall be issued October 31, 2022, to all active bargaining unit employees hired on or prior to October 15, 2022. This payment, equivalent to a gross semi-monthly paycheck is intended to support the transition from forecast pay to payment in arrears for ongoing employees of the district.

**ARTICLE 13  
REST BREAKS AND MEAL PERIODS**

**Section 13.1**

Employees in the bargaining unit shall receive rest periods in accordance with Oregon Bureau of Labor and Industry standards.

Rest Breaks

Employees shall receive a fifteen (15) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled as close as possible to the middle of the work period.

Meal Periods

Employees who are scheduled to work six (6) or more hours shall receive an uninterrupted, unpaid meal period no less than thirty (30) minutes. Mealtime shall be scheduled by the employees' immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time shall not be considered as time worked and will not be paid time.

Table 1: Rest and meal periods required based on length of work period

| Length of Work Period   | Number of Rest Breaks Required | Number of Meal Periods Required |
|---|--------------------------------|---------------------------------|
| 2 hours or less   | 0                              | 0                               |
| 2 hrs. 1 min to 5 hrs 59 min                                  | 1                              | 0                               |
| 6 hours   | 1                              | 1                               |
| 6 hrs. 1 min to 9 hrs 59 min                                  | 2                              | 1                               |
| 10 hrs. 1 min to 13 hrs. 59 min<br>(4 day/10 hour schedules)) | 3                              | 1                               |

**ARTICLE 14  
OVERTIME AND COMPENSATORY TIME**

**Section 14.1:**

An employee’s workweek shall be predetermined, on a consistent and regular basis; however, there are times when employees of the district will be required to work over forty (40) hours a week. No overtime will be worked without prior approval from the supervisor.

Positions will be classified as being either exempt from overtime under the Fair Labor Standards Act (FLSA) or non-exempt from overtime.

**Section 14.2:**

All employees in positions classified as FLSA non-exempt will receive either one and one half (1½) hours compensatory paid time off, or cash compensation at a rate of one and one half (1½) times their regular rate of pay for each overtime hour worked in excess of forty hours in any workweek.

Election of compensatory time or overtime cash payment will be made each pay period by the employee at the time of review and approval of their timesheet, and within the established approval deadlines for each pay period. The default election will be compensatory time earned in lieu of overtime cash payment.

When leave hours taken plus hours worked exceed forty (40) hours in a workweek, the non- exempt employee’s leave hours shall be reduced by the number in excess of forty (40) for that workweek. For purposes of this section, leave hours will not include holiday hours.

**Section 14.3:**

Employees requesting time off shall take accrued compensatory time, in excess of forty (40) hours prior to taking vacation time. The supervisor must approve use of compensatory time.

**Section 14.4:**

Compensatory time shall be capped at two hundred forty (240) hours. Overtime hours worked in excess of the two hundred forty (240) cap shall be paid in cash.

**Section 14.5:**

Compensation paid to an employee for accrued compensatory time off shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

**Section 14.6:**

Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time off at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

**Section 14.7:**

Exempt employees are not eligible for overtime or compensatory time. In recognition that positions may require additional hours beyond the normal workweek, exempt employees receive 24 hours of administrative leave on July 1 of each contract year. New exempt employees hired between July – December will receive 24 hours of administrative leave upon hire. New exempt employees hired between January - June will receive a prorated award of 12 hours of administrative leave upon hire. This leave is in addition to sick, vacation, holiday, and personal leave; is noncumulative and must be used by the end of the contract year or will be forfeited. Upon termination of THPRD employment, no compensation will be granted for unused administrative leave.

**ARTICLE 15  
STANDBY TIME**

**Section 15.1:**

Standby Time is defined as any time an employee is required to carry a THPRD provided communications device for the purpose of being contacted during off duty hours in an emergency situation. One employee from each crew affected will be required to carry a communications device for a period not to exceed one calendar week at a time on a rotating basis. No one employee shall be required to carry the communications device for a period longer than one week in duration at a time.

**Section 15.2:**

Employees required to carry a communications device shall be compensated a standby premium adjustment equal to twelve (12) hours straight time for each weekly rotation (prorated if less than seven [7] days). All compensation for Standby Time will be provided as compensatory time or overtime as outlined in article 14.

Compensation for Standby Time shall be in addition to the employee's regular salary and in addition to any call-out compensation the employee may accrue.

**Section 15.3:**

When an employee receives a call, text, or email while on standby and the call, text, or email results in the employee being required to physically report to a worksite, the employee shall be compensated for actual time worked, with a minimum of two (2) hours call back, at the overtime rate. Time spent traveling from home to the worksite and back shall be regarded as actual time worked. Actual time worked during a call out shall be provided as compensatory time stated in section 15.2. If call back overlaps with regular work hours, compensation shall not be paid twice for the same hours.

**Section 15.4:**

The employee who is called back to work shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in section 29.3.

**ARTICLE 16  
INCLEMENT WEATHER RESPONSE**

**Section 16.1:**

During inclement weather events, the district will modify operations to safely meet the needs of patrons and staff. Refer to the Inclement Weather Policy and Addendum for complete details. In the event of inclement weather, staff are expected to check district communications channels such as district website, text alerts, or employee hotline to receive updates on changes to the district's operational status prior to leaving for work. The district will provide alerts through a text messaging

service to notify staff regarding changed operational status on inclement weather days.

**Section 16.2:**

The district shall maintain an annual list of employees who are willing to serve on the Inclement Weather Team (IWT). IWT membership is voluntary, and members include building maintenance technicians, pool operators, and other full-time employees in the Park Services Division. IWT members are responsible for determining if they can safely make it to their assignments and are expected to arrive as soon as safely possible.

**Section 16.3:**

Employees who report for IWT duty will receive either compensatory time at a rate of time-and-a-half for hours worked, or receive overtime pay at a rate of time-and-a-half, during the closure. IWT duty will end when all other staff are expected to report for their normal duties.

**ARTICLE 17  
EMPLOYEE BENEFITS**

**Section 17.1:**

**MEDICAL & DENTAL INSURANCE**

Medical Insurance

The district shall retain Kaiser medical insurance for all bargaining unit employees and their dependents.

For employees participating on the Kaiser HSA-Qualified plan, the district shall pay one hundred percent (100%) of the premium for employee and dependent coverage.

For all employees participating on the Kaiser HAS-Qualified plan, as of January 1 of each contract year beginning in January 2023, the district will contribute \$1,500 for employee only coverage or \$3,000 for employee plus dependent coverage into the employee's Health Savings Account (HSA).

Effective January 1, 2023, employees participating on the Kaiser HMO plan, employees shall pay a five percent (5%) contribution toward the premium with children being carried on district medical insurance at no additional contribution by employees. For example, employees covered at the employee + child(ren) shall contribute 5% of the employee-only premium.

For employees participating on the Kaiser PPO plan, the district shall pay 30% of the difference between the Kaiser PPO premium and the Kaiser HMO premium for employee, spouse, dependent(s) or family coverage. Children shall be carried on district medical insurance at no additional contribution by employees. For example, employees on the plan coverage level of employee + household shall contribute at the employee + spouse premium calculation.

For all employees participating on the Kaiser PPO or Kaiser HMO plan, as of January 1 of each contract year, the district will contribute \$300 per employee per year, non-cumulative, into the employee's Health Reimbursement Arrangement Plan (HRA) to offset medical expenses. No compensation is allowed for any unused funds.

If during a contract year, the renewal premium for any Kaiser plan increases seven percent (7%) or more over the previous year's rate, the district may reopen article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of 7% or more of the previous fiscal year rate, or upon mutual agreement. If the contract is opened under this article, section 3.2 does not apply. All other articles and sections shall remain in force.

Dental Insurance

The district shall retain Moda (Delta Dental) dental insurance, or the equivalent, (\$2,000 maximum



yearly coverage per person) for all employees and their dependents. The district shall pay one hundred percent (100%) of the premium for employee, spouse, dependent(s) or household coverage.

If during a contract year, the renewal premium for Moda dental insurance, or equivalent (\$2,000 maximum yearly coverage per person) increases seven percent (7%) or more over the previous year's rate, the district may reopen article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of 7% or more of the previous fiscal year rate. If the contract is opened under this article, section 3.2 does not apply. All other articles and sections shall remain in force.

Eligibility for insurance coverage shall be determined according to the existing written agreements with the district and its insurance coverage carrier.

**Section 17.2:  
LIFE INSURANCE**

The district shall provide \$50,000 worth of term life insurance and \$50,000 of accidental death and dismemberment coverage for all bargaining unit employees. The district pays one hundred percent (100%) of the premiums.

**Section 17.3:  
PENSION AND IAP PLANS**

- A. Pension Plan. The district shall provide Tier I and Tier II employees (as defined below) with a pension benefit consistent with the terms of the July 1, 2016, amended and restated Tualatin Hills Park & Recreation District Retirement Plan and as may subsequently amended ("Retirement Plan").
- a. Tier I Employees. A full-time ("FT") employee who is hired before July 1, 2010, is a Tier I employee.
    - i. Tier I employees shall contribute six percent (6%) of their compensation to the Retirement Plan.
  - b. Tier II Employees. A FT or regular part-time ("RPT") employee who is hired on or after July 1, 2010, is a Tier II employee. A RPT employee is an employee in a budgeted position who is regularly scheduled to work not less than 30 hours per week or more than 35 hours per week.
  - c. Retirement Plan Committee. The THPRD Employee Association (Association) may nominate up to two association representatives to serve on the Retirement Plan committee.
  - d. Retirement Plan's Funded Status. After receiving the annual actuarial valuation from the Retirement Plan's actuary, the association member(s) of the retirement plan committee shall communicate funding status to association leadership.
- B. Individual Account Program Retirement Plan. The district shall also provide Tier I and Tier II employees with a defined contribution plan benefit consistent with the term of the July 1, 2020, Tualatin Hills Park & Recreation District Individual Account Program Retirement Plan, as may be subsequently amended ("IAP Plan").
- a. Tier I Employees.
    - i. Tier I may elect to make after-tax voluntary contributions to the IAP Plan in accordance with election procedures established by the IAP Plan administrator.
    - ii. Tier I may not make any pre-tax contributions to the IAP Plan.
  - b. Tier II Employees.
    - i. Tier II shall contribute six percent (6%) of their compensation to the IAP Plan on a pre-tax basis.
  - c. Participant-Directed Investments. IAP Plan participants shall be permitted to direct the investment of their IAP Plan accounts consistent with the terms of the IAP Plan and

- procedures established by the IAP Plan administrator.
- d. IAP Committee. OSEA may nominate one Association representative to serve on the IAP Plan committee.

**Section 17.4:**

**DEFERRED COMPENSATION**

The district agrees to maintain a tax deferred compensation program for employees covered by this Agreement. The association may nominate two association representatives for the 457(b) fiduciary committee.

**Section 17.5:**

**LONG TERM DISABILITY**

The district shall provide a Long Term Disability insurance program for sixty-six and two-thirds percent (66 2/3%) of pre-disability earnings, with a maximum benefit of \$12,500 per month, (reduced by any deductible benefits), for all employees. Long Term Disability will begin after sixty (60) days of disability. When Oregon Paid Family Leave is available to employees, long-term disability insurance will begin after ninety (90) days of disability.

**Section 17.6:**

**LONG TERM CARE**

The district provides a Long Term Care insurance program for all FT and RPT employees. Long Term Care provides a maximum benefit of \$1,000 per month for home care and \$2,000 per month for facility care, with a lifetime maximum benefit of \$36,000. Long Term Care will begin after a ninety (90) day elimination period.

**Section 17.7:**

**FLEXIBLE SPENDING ACCOUNT**

The district provides a Flexible Spending Account for all eligible employees. The Flexible Spending Account allows employees to pay for health, transit and dependent care expenses, with pre-tax payroll deductions.

**Section 17.8:**

**EMPLOYEE ASSISTANCE PROGRAM**

The district shall provide a comprehensive Employee Assistance Program (EAP) for all employees. The district shall pay one hundred percent (100%) of the premiums.

**Section 17.9**

**PET INSURANCE**

The district shall provide access to pet insurance for all bargaining unit employees. Employees may elect to participate, and the district shall pay one hundred percent (100%) of the premium for one insured pet up to the rate charged for one dog. In year one of the contract, the district shall make pet insurance available to employees when administratively feasible and no later than January 1, 2023.

**Section 17.10:**

**BENEFIT COMMITTEE**

The parties agree a benefit committee will be established and maintained. The benefit committee will be responsible for gathering and reviewing a variety of benefit information and for formulating recommendations for district Management review, including: ensuring the district's benefit programs remain competitive, cost containment measures are originated, and for the development of an educated employee approach toward health insurance benefits. The association may nominate an equal number of association representatives to non-represented representatives. Upon mutual agreement, if the benefit committee finds an advantageous benefit program, article 17 may be re-opened for renegotiation.

## ARTICLE 18 HOLIDAYS

### Section 18.1:

FT employees shall receive 11 paid holidays (eight [8] hours each):

- |     |                          |                                   |
|-----|--------------------------|-----------------------------------|
| 1.  | January 1                | New Year's Day                    |
| 2.  | Day Observed             | Martin Luther King's Birthday     |
| 3.  | 3rd Monday in February   | President's Day                   |
| 4.  | Day Observed             | Memorial Day                      |
| 5.  | June 19                  | Juneteenth                        |
| 6.  | July 4                   | Independence Day                  |
| 7.  | 1st Monday in September  | Labor Day                         |
| 8.  | November 11              | Veterans Day                      |
| 9.  | 4th Thursday in November | Thanksgiving Day                  |
| 10. | 4th Friday in November   | Friday following Thanksgiving Day |
| 11. | December 25              | Christmas Day                     |

### Section 18.2:

A non-exempt employee who is required to work a scheduled holiday will be compensated by one and one half (1½) hours pay for each hour worked in addition to holiday pay. In emergency situations, when a non-exempt employee not previously scheduled, is called into work, the employee will be compensated by two (2) hours pay for each hour worked in addition to holiday pay.

An exempt employee who is required to work more than four hours on a holiday shall receive a floating holiday (8 hours) in exchange.

### Section 18.3:

If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on Sunday, it shall be observed on Monday. If an employee's regularly assigned work shift includes Saturday and/or Sunday and the actual holiday falls on a Saturday or Sunday the employee shall have the option to receive holiday pay on either the actual holiday or the observed holiday.

### Section 18.4:

Should the holiday fall on an employee's scheduled day off, the employee may request an additional day off prior to, or following, the observed holiday. The employee will receive their whole scheduled shift off; the FT employee will be compensated eight (8) hours. Any additional hours in the employee's scheduled work shift must be worked during the same workweek, or the employee may request paid/unpaid leave. If an employee's work shift extends on both sides of 12:00 AM, midnight, the employee shall receive one (1) full work shift off with pay. If more than one (1) shift extends into the holiday the employee shall choose, with approval of their supervisor, which shift will be designated as the holiday shift.

### Section 18.5

To be eligible for holiday pay, the employee must be in a paid status the scheduled workday before and after the holiday unless the employee is on approved protected leave, which includes, but is not limited to FMLA and Workers' Compensation.

## ARTICLE 19 VACATION

### Section 19.1:

In order to make adequate preparations for staff coverage, no vacation leave for a period greater than fifteen (15) working days shall be granted unless a written request is submitted to the Office of the General Manager or designee, at least two (2) weeks prior to the time when the leave is to be begin.

Employee vacations of fifteen (15) working days or less, shall be scheduled cooperatively between the employee and their immediate supervisor.

Supervisors must be reasonable in allowing the use of vacation time and may not unreasonably deny vacation requests. Where positions affect essential service levels, employees while on paid/work time may be asked to assist in securing substitutes.

**Section 19.2:**

Vacation for employees shall be earned as follows:

- One (1) year to completion of three (3) years – twelve (12) eight (8) hour days
- Four (4) years to completion of nine (9) years – fifteen (15) eight (8) hour days
- Ten (10) years to completion of fourteen (14) years – eighteen (18) eight (8) hour days
- Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) eight (8) hour days
- After twenty (20) years – twenty-four (24) eight (8) hour days

Due to the nature of service, employees shall be allowed to accumulate a maximum of two hundred seventy (270) hours vacation time. When accrued vacation hours reach the cap, new accruals are suspended until total hours are reduced to less than the maximum accrual amount.

**Section 19.3:**

If an employee's vacation accruals total two hundred and forty (240) or more, the employee shall be guaranteed approval of a request for up to forty (40) hours of vacation time off within the next six weeks.

**Section 19.4:**

Non-probationary employees who terminate employment with the district, after six (6) months of continuous service, for any reason, will be paid for all unused vacation at their latest salary or hourly rate.

**Section 19.5:**

Employees are eligible to cash out up to eighty (80) hours of accrued vacation leave each contract year on either July 15 or December 15 subject to the below IRS regulations and district requirements:

- A. The employee must have completed the irrevocable election form the previous calendar year, and;
- B. In the previous twelve (12) months, the employee must have used an equivalent amount of vacation time to that being cashed out; and
- C. The employee must have a balance remaining after cash out of at least eighty (80) hours of cumulative leave excluding sick leave; and
- D. The employee must have accrued the vacation time in the calendar year in which it is being cashed out.

**ARTICLE 20  
SICK LEAVE**

**Section 20.1:**

All employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) per month to an unlimited accumulation of sick leave at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

**Section 20.2:**

An employee unable to perform their duties due to personal illness/injury, necessity for medical/dental care or the illness of a family member requiring assistance may use accrued sick leave.

When sick leave is taken to care for a family member, other care arrangements will be made as soon as possible, except where leave is provided for by family leave laws and the employee is eligible for such leave.

Employees shall make a reasonable effort to schedule medical and dental appointments that must occur during their work shift at a time that will minimize their time away from the workplace and produces the least amount of impact to district services and programs.

As used in this article, family members shall be defined by Oregon's Sick Time Law: Covered family members include the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis\* relationship.

Persons "in loco parentis" are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

In order to receive compensation while on sick leave, the employee shall provide sufficient notice (unless unable to do so because of the serious nature of the injury or illness). Notification must be given to the immediate supervisor, as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift. Substitutes are the immediate supervisor's responsibility.

For absences of more than three (3) consecutive days, or if the district has evidence that the employee is abusing sick leave privileges, a certificate from a healthcare provider will be required. The district shall reimburse the employee for any out-of-pocket expenses associated with obtaining the physician certification.

**Section 20.3:**

When an employee is receiving compensation under the State Accident Insurance Fund, the employee shall have the choice of deducting as sick leave the difference between the amounts paid by State Accident Insurance Fund and the employee's regular salary.

**Section 20.4:**

Upon termination of district employment, no compensation will be granted for unused sick leave.

**ARTICLE 21  
PERSONAL LEAVE**

**Section 21.1:**

All FT Employees shall be granted two (2), non-cumulative, Personal Leave days (eight [8] hours) per contract year, to be used by the end of the contract year.

Employees are required to receive prior approval for Personal Leave, by the supervisor, and must give two (2) weeks' notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the supervisor as soon as possible in accordance with article 8. The district shall have the option to retain staff, as it deems necessary to operate the district.

**ARTICLE 22  
COMPASSIONATE LEAVE**

**Section 22.1:**

In the event of a death in an employee's immediate family, a leave shall be granted with pay, upon approval by the general manager or designee in order to make funeral arrangements if necessary, or

to attend the funeral. A maximum of five (5) days (eight [8] hours) for employees per contract year, non- accumulative will be allowed if warranted by the situation. Substitutes are the responsibility of the supervisor. Compassionate Leave runs concurrently with Oregon Family Leave Act (OFLA) bereavement leave.

**Section 22.2:**

Immediate family includes spouse, domestic associate, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, and stepchildren.

**ARTICLE 23  
FAMILY MEDICAL LEAVE**

**Section 23.1:**

An employee may request a leave of absence without pay not to exceed a period of twelve (12) weeks, within a one (1) year period, when required to leave employment because of their own serious illness, the birth or adoption, or placement of a foster child, or to provide care for a spouse, same sex domestic partner, parent, parent-in-law or child suffering from a serious health condition.

An employee who may become pregnant may take an additional twelve (12) weeks of leave within any one (1) year period for illness, injury or condition related to pregnancy or childbirth that disables the employee from performing any available job duties offered.

An employee who uses Family Medical Leave to care for a newborn, newly adopted child or newly placed foster child may also be entitled to take up to twelve (12) weeks, within the one (1) year period, to care for a child with an illness or injury that is not a serious health condition, but requires home care.

Under certain circumstances, Family Medical Leave may be taken intermittently or on a “reduced leave schedule.”

**Section 23.2:**

An employee shall be reinstated to the former job, if the job still exists, even if it has been filled during the employee’s leave, unless the employee would have been bumped or displaced if leave had not been taken. If the position has been eliminated, the employee will be placed in an equivalent position.

**Section 23.3:**

An employee shall use accrued sick leave and vacation time before taking leave without pay during Family Medical Leave. However, employees may maintain a balance of 80 hours of combined sick and vacation time. Employees may also choose to use compensatory time, administrative leave, personal time, floating holidays, or leave without pay for the period of the Family Medical Leave. Any compensatory time taken during a period the employee is eligible for OFLA and/or FMLA will not be counted by the district toward that leave. This time will, however, be counted toward Extended Leave which an employee may request under article 23.

**Section 23.4:**

The employee taking Family Medical Leave is entitled to receive health benefits while they are on leave under the same terms and conditions as when they were on the same job. Employees shall repay the district’s share of medical and dental insurance premium payments if the employee fails to return to work following the FMLA leave unless the employee does not return because of circumstances that are beyond the employee’s control, including a FMLA-qualifying medical condition.

**Section 23.5:**

Beginning January 1, 2023, the district shall begin payment into the state paid family leave insurance fund as directed by the Oregon Employment Department. All employees will contribute to this fund as

required by the Oregon Paid Family Leave Law. Employee contribution toward the paid leave fund will be made by payroll deduction. The employer and employee contribution rate will be set at the default ratio [predicted to be forty percent (employer) and sixty percent (employee)] of the overall mandatory contribution. Should the final guidance issued by the state change this ratio, the parties agree to reopen this article.

## **ARTICLE 24 DONATION OF LEAVE**

### **Section 24.1:**

The district, in cooperation with the association, will maintain a leave donation program consistent with federal regulations and such program shall be available to bargaining unit employees under the following conditions:

- A. The receiving employee has been approved as meeting program criteria.
- B. The receiving employee has exhausted all their leave balances and is not otherwise eligible for any paid leave.

### **Section 24.2:**

All donations shall be anonymous and truly voluntary. All leave donations shall be posted to the receiving employee's medical leave account and will be used in the order received up to the amount needed by the recipient. Donations will be made only for specific individual campaigns and will not be kept in a "bank" for use by other employees.

## **ARTICLE 25 EXTENDED LEAVE WITHOUT PAY**

### **Section 25.1:**

If upon completion of 12 weeks of family medical leave, an employee is unable to receive a written release from their attending physician to return to their position, the employee may submit a written request to the general manager or designee for extended leave without pay. Employees are required to use their accumulated sick leave and annual accrued leave as part of any extended leave.

While on extended leave without pay, the employee will retain reinstatement rights to their position, however, THPRD paid leave time (sick leave, vacation, holiday, etc.) will not accrue and THPRD paid benefits (medical, dental, retirement, etc.) will end. Upon completion of extended leave without pay and successful return to work, benefits resume the first of the month following the employee's return to work date, except dental insurance. Dental insurance requires a 6-month waiting period if continuation coverage (COBRA) is not maintained.

## **ARTICLE 26 MILITARY LEAVE**

### **Section 26.1:**

An employee requiring a leave of absence for training or service, in the Armed Forces or as a member of the National Guard, shall be provided leave and re-employment rights in accordance with the Uniformed Services Employment and Re-Employment Rights Act and applicable state regulations.

An employee requesting Military Leave must provide notice of their obligation or intention to perform service or training, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

Employees who have worked for the district for six (6) months are entitled to a military leave of absence with pay not to exceed 15 calendar days in any one training year for annual active duty for

training as a member of the National Guard, National Guard Reserves or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.

A training year means the federal fiscal year (October 1 through September 30) for any particular unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other rights or benefits, providing the employee receives bona fide orders to training duty for a temporary period and providing they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.

For employees entering military service for extended periods of active duty, leave shall be granted in accordance with the Oregon Revised Statutes and Federal Law, as they now read or may be amended to read in the future.

## **ARTICLE 27 COURT APPEARANCES/JURY DUTY**

### **Section 27.1:**

An employee shall be granted leave with pay any time they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the district all witness fees or pay for jury duty, except mileage expenses, unless the employee receives said compensation while on an authorized leave of absence without pay.

An employee who is required to report for jury duty or as a witness shall be excused from appearing for their normal shift on that workday.

### **Section 27.2:**

An employee who appears pursuant to subpoena before any court or administrative agency in any matter in which the employee has no personal interest shall be paid the regular pay for the hours of work lost to such appearance. The employee shall pay to the district any fees for such appearance up to the amount of regular pay received. The employee shall retain any expense reimbursement received for such appearance.

## **ARTICLE 28 WORKERS COMPENSATION INSURANCE**

### **Section 28.1:**

The district will provide workers compensation insurance for all employees in the bargaining unit in conformance with the State Workers Compensation Act.

### **Section 28.2:**

Additional compensation by the district shall be granted in an amount equal to the difference between the amount received from the workers compensation carrier and the employee's regular salary for a period not to exceed the employee's accumulated paid time off. The additional compensation referred to above shall be charged against the employee's accumulated sick leave, vacation, administrative, personal leave, or compensatory time off. However, employees may elect to maintain a balance of up to 80 hours of combined sick and vacation time.

### **Section 28.3:**

Sick leave and vacation benefits shall accrue during the period compensation is paid.

### **Section 28.4:**

All insurance and pension benefits shall be provided for employees per the contract for six (6) months from the beginning of the workers compensation leave regardless of the employee's accumulation of



sick leave, vacation leave and/or compensatory time.

## **ARTICLE 29 TRANSPORTATION AND TRAVEL**

### **Section 29.1:**

The district will reimburse employees for transportation expenses incurred in furthering of district business.

### **Section 29.2:**

Payment of expense for travel on behalf of the district by employees will be as provided by district policies and procedures. Disputes over payment of expenses shall be directed to the general manager or designee, for resolution. Such disputes will not be subject to the grievance procedure.

### **Section 29.3:**

All employees who use their own vehicle to accomplish their assigned duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. In addition, employees involved in an accident while conducting assigned district business, will receive reimbursement toward their insurance deductible up to \$500.

## **ARTICLE 30 PROBATIONARY EMPLOYEES**

### **Section 30.1:**

A new employee shall be placed on a one (1) year probationary period in order to demonstrate abilities and fitness for the position to which they have been appointed.

### **Section 30.2:**

Supervisors should make every effort during this period to fairly evaluate the new employee and help them during the period of adjustment to district service.

### **Section 30.3:**

Upon hire, the new bargaining unit employee qualifies for:

- A. Compensatory time off or administrative leave.
- B. Accrual of sick leave on a per pay period basis.
- C. Compassionate leave.
- D. Medical insurance programs.
- E. The employee assistance program (EAP).
- F. Participation in the Section 125 Flexible Spending Account Plan

### **Section 30.4**

Upon completion of six (6) months of the initial probationary period, the new employee qualifies for:

- A. Credit of equivalent to six (6) months of vacation time. Because vacation time does not accrue for the first six (6) months of employment, this credit is awarded in full upon completion of six (6) months. Vacation time will then accrue on a per pay period basis going forward.
- B. Granting of personal leave. If six (6) months are completed on or before December 31, the employee shall be granted two (2) personal leave days; if after December 31, the employee

shall be granted one (1) day of personal leave.

- C. Dental insurance.
- D. Receipt of the district's contribution to an HRA or HSA plan to offset medical expenses. If six (6) months are completed on or before December 31, the employee shall receive the full annual contribution to the plan; if after December 31, the employee shall receive 50% of the full annual contribution to the plan.
- E. Retirement benefits.
- F. Life insurance.
- G. Long term disability.
- H. Educational aid.
- I. Long term care.

**Section 30.5:**

Upon completion of the one (1) year probationary period, the employee will:

- A. Be appointed to regular employee status, or
- B. Will not be retained as an employee of the district.

**Section 30.6:**

An employee who transfers or is promoted into a lateral or higher-grade position during the initial probationary period will be eligible for additional benefits detailed in section 30.3 upon completion of six (6) months of total probationary period. The employee will be subject to completion of the remaining duration of the initial probationary period, and at the district's discretion, the initial probationary period may be extended for up to six (6) months to allow the employee to demonstrate abilities and fitness for the new position.

**Section 30.7:**

An employee promoted into a position in a higher grade who has completed an initial probational period shall serve a promotional probationary period of six (6) months. If the district determines that an employee on promotional probation is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to their previous position or a position of similar status. Promotional probation shall not be subject to the grievance procedure.

**ARTICLE 31  
PERSONNEL FILES**

**Section 31.1:**

Personnel files will be maintained by the Human Resources Division. An employee's file will contain all materials and documents pertinent to their employment with the district. Employees may schedule an appointment with Human Resources staff to view their file or may request a specific document to be provided via email or interoffice mail. Timelines for this appointment and/or costs for provision of document(s) requested shall be maintained per state law.

**Section 31.2:**

Access to this file will be limited to the employee, the employee's supervisors, the general manager, and Human Resources staff with an operational need to access the records.

**Section 31.3:**

Personnel records are subject to the Public Records Law and applicable case law. The district shall notify the employee of any request made to gain access under the above referenced statutes. Other than the above, the employee must give written permission to anyone else wishing to access the file.

**Section 31.4:**

An employee may attach a rebuttal to materials in the personnel file or add relevant materials of the employee's choosing.

**Section 31.5:**

Each employee shall read and sign any written material that is placed in their personnel file related to performance or disciplinary action. It will be noted on the material that signing does not necessarily indicate agreement.

**ARTICLE 32  
EMPLOYMENT EVALUATION**

**Section 32.1:**

At least once a year or earlier, all employees will discuss their employment and performance with the district administration. At this time, the employee's file will be reviewed and any areas of concern by either the employee or the administration may be discussed confidentially. These meetings will be conducted on a scheduled basis annually no later than the employee's anniversary date. However, an employee may request and receive a meeting with district administration at any mutually agreeable time. A copy of the performance evaluation will be provided to the employee.

**Section 32.2:**

Matters of evaluation shall be subject to the grievance procedure. Probationary employees shall not use the grievance procedure for evaluation matters.

**Section 32.3:**

An employee shall receive current job descriptions describing the duties of their job once a year on their evaluation date, or when job duties are changed.

**Section 32.4:**

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- A. A stated written plan of assistance will be provided that (a) identifies the work deficiency, (b) establishes time limits for correcting the deficiency and (c) provides suggestions for improvement. The plan of assistance will be delivered to the employee at a formal conference and shall be signed by both the immediate supervisor and employee. Refusal to sign the plan within twenty-four (24) hours may be grounds for disciplinary action.
- B. On or before the expiration of the corrective period, the supervisor, the employee and their representative (if they so choose) shall meet (not less than monthly) to discuss the employee's progress or lack thereof toward the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided that nothing will preclude a supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less than full improvement has been shown. In no case, however, shall a plan of assistance exceed six (6) months.

**ARTICLE 33**

## EDUCATIONAL AID

### Section 33.1:

Employees may create an account to receive a district contribution of fifty dollars (\$50) per month toward the employee's choice of either direct payment to the employee's existing student loan or to a 529 educational savings account. Educational aid is contingent upon creation of an account and no retroactive payment shall be made by the district. Tax treatment of educational aid shall be as set by state and federal regulations.

### Section 33.2:

Employees shall be eligible for educational aid following successful completion of six months of employment. Eligible employees will be provided program and enrollment information, including how to create an account to receive educational aid.

### Section 33.3:

In year one of the contract, the district shall make educational aid available to employees when administratively feasible and no later than January 1, 2023.

## ARTICLE 34 TRAINING, ON THE JOB DEVELOPMENT, AND CONFERENCES

### Section 34.1:

The district shall pay one hundred percent (100%) of the costs of tuition, books and fees for any course, or training program prescribed by the district.

### Section 34.2:

The district shall pay the costs of registration, materials, and any necessary travel costs for conferences, seminars or other technical training prescribed by the district. With prior approval by the general manager or designee, the district may also pay these costs for conferences, seminars, or other technical training requested by and voluntarily attended by the employees.

### Section 34.3:

An employee shall be provided with compensatory time when class time for approved courses or training, or compensable travel time extends total working hours over a forty (40) hour workweek.

Compensable travel time includes time spent traveling during the course of a workday. Except for required courses, travel time that falls outside of the employee's regular work hours is not compensable, unless the employee is required to drive.

For required courses, all travel time outside of regular work hours shall be considered compensable travel time. Employees who earn compensable travel time as a result of approved training may have their schedule adjusted within that workweek provided, they receive a minimum twenty-four (24) hour notice of any schedule changes.

### Section 34.4:

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on-the-job developmental training is voluntary.

**ARTICLE 35**  
**PROMOTIONAL, TRANSFER & TEMPORARY OPPORTUNITIES**

**Section 35.1:**

When a job opening occurs in the district for which there is no eligibility list, it will be posted for a minimum of ten (10) working days before filling. Vacancies will be posted as either internal-only to current THPRD staff or internal/external open to the community. This procedure will provide existing employees an opportunity to apply:

- A. If a qualified applicant, who is an existing employee, files for such a job, they will be given preference for an interview over an outside applicant.
- B. The best-qualified applicant interviewed, as determined by the district, will be selected.
- C. Any employee not selected for an interview or who interviews for a vacant position and is not selected, shall upon request within five (5) working days, be entitled to be informed of the reasons. Only a refusal to inform the employee will be grievable under this section.

Recruitments may be used to establish an eligibility list for the classification used to fill additional vacancies occurring within one year of the establishment of the list. Should a hiring official be unable to fill a vacant position from an existing eligibility list, they may cancel the list and initiate a new recruitment process.

**Section 35.2:**

Nothing contained herein shall prevent the district from temporarily filling vacancies pending the recruitment process.

**Section 35.3:**

Notwithstanding section 35.1, the district may fill a vacant position by transferring an employee who is currently working within the job description to be posted, or at a higher level.

**Section 35.4:**

Temporary promotion: An employee shall be classified and paid at the rate for which they are normally assigned. However, if an employee is assigned the full duties of a higher paid classification for more than five (5) consecutive days they shall be paid at the higher rate for all time spent performing the higher paid duties. Rate of pay to be determined in accordance with section 11.4.

Out of class assignment: If an employee is assigned higher level work that is less than the full duties of a higher paid classification for more than five (5) consecutive days, they shall be paid a 5% premium for the duration of the out of class assignment.

**Section 35.5:**

The district may identify temporary promotion assignments outside the bargaining unit and invite eligible employees to apply. These appointments shall be for a maximum of twelve months and may be rescinded by either party with thirty (30) days' notice. Rate of pay will be determined in accordance with section 11.4

If an employee is temporarily promoted to such a position, the employee shall:

- A. Remain represented by the association and continue paying dues (if a member).
- B. Continue to accrue seniority under the Collective Bargaining Agreement and the appropriate benefit accrual rates.

- C. Be salaried at the appropriate legal level and FLSA exempt from all overtime provisions and state-required rest and meal periods.
- D. Be eligible for management administrative leave in lieu of overtime.
- E. Retain and continue to use all compensatory time accrued as of date of appointment.
- F. Be evaluated under the management/confidential performance evaluation system but will not be eligible for an increase in pay during the assignment.
- G. Return to their previous bargaining unit position/classification at the appropriate step of the rate range chart had they continued to work in their original position.
- H. Continue to maintain all required certifications and/or licenses required by their bargaining unit position/classification.

If the employee receives disciplinary action during the temporary period, the corrective action shall remain in the personnel file. However, performance-based corrective action related to the temporary position shall remain in the personnel file only so long as the employee is in the temporary position.

**Section 35.6:**

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on the on-the-job developmental training is voluntary.

**ARTICLE 36  
RECLASSIFICATION PROCEDURE**

**Section 36.1:**

The purpose of the reclassification of a position is to recognize that additional duties and responsibilities of a higher level have been added to the job. This deals not so much with volume - as in more of the same tasks to be done, but in duties which will require additional skills or more independent judgment to be exercised by the incumbent in the position. Greater efficiency by the position incumbent resulting in more work getting done or the completion of a class, certificate or degree by the incumbent would not necessarily be reason to reclassify the job. The determination for reclassification is based on the requirements for the position.

**Section 36.2:**

A position incumbent or supervisor may request a reclassification. The person requesting a reclassification of any position shall provide a written request supporting a reclassification review including, but not limited to additional position duties, supervisory responsibilities, certifications, licenses, and equipment used for the position. Employees and supervisors should work together to complete the reclassification request. The employee and supervisor must determine what new responsibilities have been added to the job by comparing it with the most recent job description.

- A. The supervisor(s) will submit the written request for reclassification to [humanresources@thprd.org](mailto:humanresources@thprd.org).
- B. Within three (3) weeks (calendar days) a review date will be scheduled with the Position Analysis Committee.

- C. The incumbent and one (1) representative will be afforded the opportunity to present at the review hearing. Seven (7) calendar days advanced notice will be given.
- D. Written materials will be submitted no later than ten (10) calendar days prior to the review hearing.
- E. Any individual presenting information or providing representation for the incumbent making the request shall not be allowed to sit on the Position Analysis Committee.

**Section 36.3:**

If the position is determined to be of a higher grade, the position will be reclassified using the following guidelines:

**Re-Classification as a result of periodic review or other requests:**

Whenever a position is reclassified as a result of a periodic classification review, by employee or department request, the recruitment will be waived and the incumbent placed in the reclassified position if:

- A. The reclassification has resulted from an incremental change in duties; and
- B. The supervisor(s) and the Human Resources Department find that the incumbent possesses the minimum qualifications of the higher-level position.

**Position upgrade resulting from a reorganization of a department or unit:**

When a position is upgraded as a result of a departmental reorganization, Human Resources, in consultation with the supervisor(s), shall determine the appropriate selection procedure.

In determining if the recruitment shall be promotional only the following shall be considered: analysis of job duties and availability of internal applicants. If determined promotional,

- A. An eligible applicant will be an employee currently working within the job description of the position that is to be upgraded, or within the job description(s) between the current and proposed upgrade position.
- B. An employee who is successful in the recruitment process and is appointed to an upgraded position as a result of reorganization shall serve a six (6) month probationary period.
- C. An employee who is unsuccessful in completing the required probationary period shall be demoted to the previously held position/classification, and their salary range and step shall return to the original position held.

In the event that the position has been downgraded, the employee shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be given preference in referral to other positions within the same or equivalent classification as the position held prior to classification downgrading. The employee will be placed on the step of the new position which is justified by bona fide factors under the Oregon Equal Pay Act that is closest to the employee's wage in the higher-level position.

In the event the district chooses to upgrade a position, a copy of the proposed new position description will be provided to the association for its review and comments.

**Section 36.4:**

The incumbent will receive a determination completed by Human Resources within forty-five (45)

calendar days after the review hearing. The determination shall contain the final recommendation and will include a brief summary of the issues relating to the review. If there are special circumstances that affect completion of a reclassification request within forty-five (45) days, Human Resources staff will discuss the status of the request with the employee and supervisor.

**Section 36.5:**

In the event an employee does not receive a determination within the forty-five (45) day time-line, as provided for in section 36.4, and the results have determined the employee's position is to be reclassified, the employee's compensation adjustment shall be applied retro-active back to forty-five (45) days after the date the request was first submitted.

**Section 36.6:**

In the case of a negative determination, the employee may appeal to the Classification Review Panel. Upon determination of the Classification Review Panel, a final appeal may be made to the general manager.

**Section 36.7:**

The association may request a meeting with the district to confer regarding pay for changes in duties within their job classification, by giving written notice not more than twenty (20) calendar days after receipt of the district's written decision. The meeting between the district and the association shall take place not more than twenty (20) calendar days after receipt of the association's written request.

**Section 36.8:**

The association may, after meeting with the district as outlined in 34.7, demand to bargain over the pay for changes in duties within the classification. The demand to bargain shall be in writing no later than twenty (20) calendar days from the date the association meets with the district.

**Section 36.9:**

It is understood that this article cannot be construed in any way as limiting the rights of either party to present such matters during negotiations.

**Section 36.10:**

The parties agree that procedural issues only which arise out of this article shall be subject to the grievance procedure contained in this Agreement.

**ARTICLE 37  
LAYOFF AND RECALL**

**Section 37.1:**

**LAYOFF**

Definitions:

"Seniority" shall mean an employee's total length of continuous service since their date of original hire under the Agreement, less any months in which a month of service in a represented position was not complete. Part-time (PT) and seasonal assignments shall not be considered when computing length of service, however time served by represented staff in temporary positions outside of the bargaining unit will be considered when computing length of service.

"Job Classification" means a specific classification identified by a title and classification description.

A "position" is a FT budgeted position as defined in section 1.3 of the Agreement.

"Classification Group" means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one class within the classification group to another. The listing of classifications within the classification group are in rank order, with the most difficult



and/or demanding jobs listed at the top. (Note: A classification group may consist of a single job classification.)

The “anniversary date” is defined in article 9 of the Agreement.

An employee subject to “furlough” is required to work fewer hours or take extended unpaid leave on a temporary basis. Medical and dental benefits may be fully or partially paid by the district during the furlough period.

An employee subject to “layoff” is formally separated from the organization and receives no continuation of benefits

### **Section 37.2 FURLOUGH**

The district may elect to utilize furlough in the event a temporary reduction in force is required to address operational challenges. Furloughs may include full furlough from duties within affected work groups or may consist of a partial furlough from duties for a range of district positions. If the district determines the need for a temporary reduction in force, notice of not less than two (2) weeks shall be provided to employees being furloughed. This notice will be provided through district email, unless employee is on leave, in which case notice shall be provided via personal email or letter. Employees may be given the option of retaining or cashing out accrued vacation and compensatory leave if placed on full furlough. The district will notify association leadership and the association chapter representative of furlough plan including positions and employees impacted, and the timeline of the furlough period.

Employees subject to furlough will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be temporarily reduced and may consider operational needs, special skills, and seniority within affected working groups in making furlough decisions. When a position is temporarily reduced, the furlough will occur within the affected job classification group or, if there is more than one (1) equally-ranked job classification in that job classification group, within those equally-ranked classes.

If employees are on furlough during open enrollment, the district will send open enrollment communications to them, using their personal contact information, to provide the opportunity to make changes to their benefits for the year.

No new employees shall be hired into a classification in which there are employees on full furlough status. If there is an operational need for an exception, the district shall notify the association and meet to discuss impact.

When a furloughed employee on unpaid leave is scheduled to return to work, the employee will be provided written notice with start date, rate of pay (grade and step), confirmation of anniversary date (for merit purposes), supervisor, work location, and schedule. If the employee declines to return to work or fails to report within fourteen (14) calendar days or a mutually agreed-upon start date, it will be considered voluntary separation.

Furloughed employees are considered active employees and will continue benefits and accruals detailed in other areas of the Agreement unless excluded in article 37.

### **Section 37.3: NOTICE OF LAYOFF**

If the district determines the need for a permanent reduction in its contracted work force (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees being laid off. This notice will be provided through district email, unless the employee is on leave, in which

case formal communication would be provided via personal email or letter. Staff will be cashed out for accrued vacation and compensatory time at the point of separation. The district will notify association leadership and the association chapter representative of the layoff plan including classifications and employees affected, as well as the timeline for layoff proceedings.

Staff separated will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be eliminated. When a position is eliminated, the layoff will occur within the affected job classification or, if there is more than one equally-ranked job classification in that job classification group, within those equally-ranked classes.

The position to be eliminated, resulting in employee layoff, shall be determined by the district on the basis of operational needs. However, where there are two (2) or more positions in the affected classification group (or equally-ranked job classifications in the classification group), an employee's length of service (seniority) as determined in section 37.1 of the Agreement shall apply. Whenever practical, no represented employees shall be laid off within a job classification until all PT and seasonal employees in such job classifications have been terminated.

When the layoff is in a job classification with more than one (1) position, the least senior employee holding one (1) of those positions will be given notice of layoff and the remaining employees in those positions will be reassigned to cover the remaining jobs. However, a less senior employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining position and which cannot be learned, or qualified to perform, by more senior employees in the classification, within fourteen (14) calendar days.

#### **Section 37.4: BUMPING RIGHTS**

An employee who is given the initial notice of layoff under section 37.3 can either accept the layoff or use their seniority to exercise bumping rights. Notification of the option to bump will be provided in writing using the employee's personal contact information. This notification will include current job description(s) for the potential bumping opportunities, rate range of classification(s) available for bumping, potential location, schedule, and supervisor if know. A request to bump must be made within three (3) calendar days, not including holidays

Employees who are to be laid off may not bump employees with less seniority in higher-ranking job titles within the classification group. Bumping rights can be exercised by a more senior employee in a classification to bump the least senior employee in the same classification. If there is no less senior employee in the classification, then they may bump to the least senior employee in the next classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by bumping may also use their seniority in the same manner to bump into the next lower classification in the classification group. If there is no less senior employee in the next classification, then they may bump to the least senior employee in the next lower classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who has service under the Agreement in another classification group with the district may exercise bumping rights within that classification group as well. Bumping rights can be exercised to assume the position of the least senior employee who holds a position in the formerly held classification, as long as the bumping employee has greater seniority than that other employee. If there is no less senior employee, they may also use their seniority in the same manner to bump into the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee.

In order to bump, employees must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fourteen (14) calendar days from the date they assume the job duties.

If after a trial period of fourteen (14) calendar days, the employee cannot perform the duties of their current position in a satisfactory manner, the employee may, at the discretion of the district, either be given additional time for training or be laid off. If they are laid off, the district will fill the position by recall of an employee who was laid off from a higher classification within the same classification group or by recalling the employee who was bumped out of that position, whoever has more seniority.

An employee who bumps into a lower classification will be placed on the step in the new classification which is justified by bona fide factors under the Oregon Equal Pay Act.

An employee eligible to bump may waive their right to bump and may choose to be placed on the layoff and recall list instead.

### **Section 37.5: RECALL**

Employees laid off shall be placed on a recall list in order of seniority, as defined in section 37.1 of the Agreement and may be recalled to any position in which they have had service under the Agreement. Placement on the recall list shall automatically terminate twenty-four (24) months after the effective day of going on the recall list. No new employee will be hired into a job title from which qualified employees have been laid off for less than twenty-four (24) months.

If an employee on the recall list is recalled by the district, the employee has seven (7) calendar days from the receipt of written notification to accept or reject the position. If the position is accepted, the employee has fourteen (14) calendar days to report. If the employee rejects the offer or fails to report within fourteen (14) calendar days, it will result in removal from the recall list. Laid off employees may notify Human Resources of their request to be removed from the recall list. Retirement from the district shall also result in removal from the recall list. The district shall notify the association of voluntary withdrawal from the recall list for any reason.

At the time of the recall offer, the district will provide a written notice to employees with the start date, rate of pay (range and step), new anniversary date (for merit purposes), supervisor, work location, work schedule, job description, and will be scheduled for a benefits orientation upon return.

If an employee on the recall list is offered a position that provides ten percent (10%) or greater reduction in hourly rate or a reduction in benefits that they were receiving at the time of layoff, they will not forfeit their right to recall by refusing the position.

If an employee on the recall list has accepted a lower grade position, they have the right to return to the original position, subject to seniority over laid off employees still on the recall list, should it become available within twenty-four (24) months of lay off.

An employee rehired from the recall list shall have their accrued sick leave balance and vacation accrual reinstated to reflect their accrual levels at the time of layoff.

If an employee is recalled to a lower grade position, then offered a limited duration position, their grade and rate will be justified by bona fide factors under the Oregon Equal Pay Act.

Upon recall to a position, an employee's eligibility to participate (or resume participation) in the district's retirement plans will be as set forth in the plan documents.

**Section 37.6**

**MERIT INCREASES FOLLOWING FULL FURLOUGH OR LAYOFF**

For the purposes of determining eligibility for merit increases following a full furlough or layoff, employees separated from the district for up to three months will retain the same anniversary date. Those separated through full furlough or layoff for more than three months will have their anniversary dates adjusted into the future for each month beyond the initial three months of break in service. Anyone laid off for more than 12 months will have their anniversary date reset upon their recall to the district and would be eligible for a merit increase in 12 months. For example:

- If laid off in May and anniversary is July, and employee returns in two months, the anniversary date remains the same, and the employee will be eligible for merit upon return.
- If laid off May and anniversary date is in December, and employee returns in six months, the anniversary date is adjusted by three months, and the employee will be eligible for merit in January.
- If laid off in May and anniversary is in December, and employee returns after 12 months, the anniversary date in the position will be calculated using the return date as the new anniversary date, and the employee will be eligible for merit in 12 months.

**Section 37.7**

The Position Analysis Committee will determine where new and/or reclassified positions will be placed on the Classification Group list. This list will be reviewed for accuracy each time the contract is open for bargaining.

**ARTICLE 38  
OUTSIDE EMPLOYMENT**

**Section 38.1:**

In that the occasional necessity or desire for additional income may arise, employees of the district will be allowed to hold outside employment. Employees of the district may also hold volunteer positions. However, any outside job or volunteer position must:

- A. In no way detract from the efficiency of the employee while performing their district work.
- B. In no way discredit the district.
- C. Not take preference over extra duty that may be required by district employment.
- D. In no way constitute a conflicting interest with employment in the district.
- E. In no way be used in conjunction with district employment to produce direct economic gain to the individual employee.

**ARTICLE 39  
POLITICAL ACTIVITY**

**Section 39.1:**

Political activity by employees is not prohibited; so long as it is carried on during the employee's off duty hours and is not detrimental to their performance with the district.

## ARTICLE 40 DRUG & ALCOHOL ABUSE POLICY

### **Section 40.1:**

The district has a responsibility to employees, participants and the general public to ensure and enhance safe working conditions.

To fulfill this obligation and to ensure compliance with Federal and State anti-drug abuse laws, the district must establish a work environment where employees are free from the effects of drugs and alcohol by means of drug awareness education as well as a drug testing program.

The purpose of this program is to establish a fair and equitable policy for all district employees regarding the possession, sale, distribution or use of a controlled substance and the testing for use of drugs or alcohol in the workplace. For the purpose of this article, “drugs” are defined as substances that are illegal under state or federal law and substances, such as opioids, that are legal when used with a prescription.

Although drug and alcohol abuse will not be tolerated, it is also the intent of the district to provide assistance should an employee come under the influence.

#### Drug Awareness Education

The district will provide employees training in drug awareness. This would include the effects, recognition and types of behavior associated with drug and alcohol use, and how to approach or address the problem with a fellow employee including treatment options available.

### **Section 40.2:**

#### **TESTING**

##### A. Pre-hire Testing

A pre-hire drug test will be required for all FT positions identified as safety sensitive, such as:

- Positions that require operation of vehicles, machinery or equipment
- Positions that require frequent contact with and are directly influential upon juvenile(s)
- Positions that require working around hazardous areas and/or hazardous materials
- Positions where pre-employment drug testing is required by federal or state law.

If an applicant tests positive or refuses the test, they will not be offered employment.

##### B. Random Testing

All district FT employees, holding positions requiring a commercial driver’s license covered by US Department of Transportation drug and alcohol rules, will be included in the selection for a random drug test. Selection will be done entirely at random, at unpredictable times within each quarter. Since testing will be done entirely by random selection, an employee could be tested more than once during the year.

##### C. Incident Testing

A district FT employee conducting district business, if involved in a reportable accident or incident, will be tested if one (1) or more of the following occur:

1. A citation for a moving violation;
2. The estimated accumulative damage or liability (includes property and other damage involved) is \$2,500 or more and/or the vehicle is towed;
3. There is a reasonable cause to believe that the employee is under the influence.

##### D. Reasonable Suspicion Testing

The district may implement fact finding for reasonable suspicion testing based on objective and

specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee.

The supervisor shall request the Human Resources director or another supervisor to verify and assist in the documentation of the fact finding. In the event district management personnel has reasonable suspicion to believe the employee is under the influence of drugs or alcohol and the employee's ability to perform the functions of the job may be impaired or the employee's ability to perform their job safely may be reduced, reasonable cause testing will be administered per the following:

1. The supervisor shall discuss the fact finding with them individually and confidentially. The employee has the right to request union representation. In the event a representative is not available, the test will not be delayed.
2. The employee will be reminded of the district policy and procedures concerning drug and alcohol use.
3. The employee shall submit to the testing procedures. In the event a drug or alcohol test is required (except random testing), the employee will be transported by the supervisor or the Human Resources director, immediately, for testing.

The employee will be on sick leave until test results are reviewed. If results prove negative, the employee will be compensated for sick leave used.

#### **Section 40.3:**

##### **TESTING PROCEDURES**

- A. If an employee voluntarily acknowledges that drugs or alcohol are a problem in their life, they are under the influence or suffering from the effects of drug or alcohol use, the employee shall be immediately referred to the district's EAP for assessment and referral to an appropriate treatment program.
- B. If the employee denies that they are under the influence of drugs or alcohol, the supervisor(s) shall notify the employee that a drug/alcohol tests is required to confirm the employee's denial and that it shall be performed immediately. The supervisor will then transport the employee to the appropriate medical facility for testing. Once the appropriate medical forms are filled out, the employee will provide a sample to be tested.
- C. Should the employee refuse to consent to a drug/alcohol test, the supervisor shall inform the employee of the following:
  1. Failure to submit to testing will be treated as if the employee had tested positive and the positive test result procedures will be enforced, and
  2. A suspension, without pay, for five (5) workdays will be issued.

Any subsequent refusals by the employee to submit to a test shall constitute cause for dismissal.

#### **Section 40.4:**

##### **COLLECTION & TESTING**

Providence Occupational Health, or other state approved laboratories, will establish the collection procedures. All specimens will be collected and forwarded to a National Institute of Drug Abuse (NIDA) certified laboratory and be tested in accordance of the NIDA and Federal standards and the levels as established by both.

A. Tampering with a Sample

If an employee should tamper with a collected sample, the sample will be treated as a positive sample and the employee will be subject to a separate disciplinary action for just cause under article 41 and may result in termination.

B. Positive Test Result

In accordance with the Federal and State anti-drug abuse laws all positive test results will be reviewed by a Medical Review Officer (MRO). The MRO will receive test results from the laboratory and will contact both the district and the employee to review test results.

1. Upon a positive test result, the employee will be provided the opportunity to enter into a Last Chance Agreement for a period of two (2) years which will include a mandatory referral to the district's EAP for evaluation and recommendations of an appropriate treatment program.
2. Failure to follow treatment recommendations and to allow the Human Resources director to communicate about the recommendations and compliance with the appropriate professionals can lead to disciplinary action including termination.
3. If a report is made and, in the opinion of the treatment professional, the person can safely return to work, the employee may do so. If, however, the professional believes that such a return to work is detrimental to the employee or the district person, property or other, then such a recommendation will be forwarded to the Human Resources director to determine whether termination or suspension from work, until the professional is satisfied, is appropriate.
4. The cost of the treatment program, if any, will be paid by the employee or medical insurance provider (if covered, to the extent of coverage).
5. Failure to execute the Last Chance Agreement shall result in immediate termination.
6. An employee enrolled in a drug treatment program under the EAP will be subject to unannounced drug tests up to two (2) years beyond the completion of treatment.

From the time an employee has a positive test result or otherwise is discovered to have a problem, the employee will be considered to be on sick leave until the employee can provide the district with a release from the EAP counselor or any appropriate treatment program. If the employee has no sick leave, vacation and compensatory time will be used. If the employee has no compensatory time, sick or vacation leave available, the employee will not be compensated for the time off.

Failure to report a relapse to the appropriate treatment professional may result in termination.

**Section 40.5:**

**SELF RECOGNIZED SUBSTANCE ABUSE**

An employee is encouraged to request voluntary assistance with drug use and/or alcohol abuse problem(s), on a confidential basis, through the EAP or other local health agency.

- A. If in the opinion of a qualified drug/alcohol counselor the employee requires rehabilitation services or treatment, the employee will have the option to enroll.
- B. An employee with a self-recognized substance problem that voluntarily requests assistance will not be subject to disciplinary action. However, a request for assistance will not be used to exempt an employee from job performance requirements.
- C. Any employee who complies with the above requirements prior to violation of this policy shall immediately be granted leave in order to undergo treatment. Should the employee not have sufficient compensatory time, sick or vacation accruals, leave without pay may be granted.

**Section 40.6:  
MEDICALLY AUTHORIZED DRUGS**

It is the employee's responsibility to determine from the physician whether or not any medication would impair performance. An employee utilizing prescribed and/or over the counter medication(s) that could adversely affect job safety or performance should immediately report that fact to their supervisor. With the employee's written consent, a consultation with the attending physician, concerning the effects a substance may have on an employee, may be appropriate. Any failure to report the use of such medication or failure to provide proper evidence of medical authorization will result in disciplinary action.

**Section 40.7:  
ADMINISTRATION OF THE PROGRAM**

The Human Resources director will be responsible for managing and monitoring the program.

**Section 40.8:  
CONFIDENTIALITY**

The district will use every effort consistent with the circumstances to conduct the testing procedures in a manner that will preserve the employee's privacy and dignity. These efforts shall include the restriction of information pertaining to testing or the results of testing to those managers or supervisors who need to have access to such information in order to make and implement personnel decisions involving the employee. Only reasonable information will be shared, and the employee shall be party to all communication regarding shared information.

**Section 40.9:  
UNLAWFUL ACTIONS**

Any employee convicted or indicted of a violation of any criminal drug statute or who has been issued a citation for operating a vehicle while under the influence of intoxicants must inform their supervisor or the Human Resources director within the employee's next working day. Failure to do so will result in disciplinary action.

**ARTICLE 41  
DISCIPLINARY ACTION**

**Section 41.1:**

It is expected that employees will use good judgment in their actions and not cause discredit to the district, themselves, or other employees; however, the objective when disciplinary action is called for, shall be to correct the situation rather than to inflict treatment that is punitive in nature.

**Section 41.2:**

Disciplinary action may include but is not limited to warning, reprimand, suspension (without pay), demotion, or discharge. While discipline will normally be progressive, management has the right to apply the appropriate level of discipline. No employee shall be disciplined without just cause.

**Section 41.3:**

A disciplinary action shall be removed from the employee's personnel file if it is determined that it was based on erroneous facts or circumstances.

**Section 41.4:**

Any disciplinary action shall be addressed through a subsequent performance evaluation process, which shall note improvement or lack of improvement toward satisfactorily correcting the situation. An employee may initiate the subsequent evaluation process, after a reasonable time, by generating a self-evaluation addressing the issue relative to the disciplinary action.

When the district determines that the nature of the alleged offense requires removal from work, the



employee will be placed on paid administrative leave during the course of the investigation.

**Section 41.5:**

No suspension or discharge will be allowed unless approved by the office of the general manager or designee.

**ARTICLE 42  
GRIEVANCE PROCEDURE**

**Section 42.1:**

In the event an employee or the association has a grievance arising out of the contract or work condition, the following procedures shall be followed:

**Step 1:**

The employee, with or without an association representative, shall first discuss the grievance with their immediate supervisor within ten (10) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved and the employee wishes to proceed further with the grievance, the employee shall within seven (7) working days file the grievance in writing to the department head/manager, and set forth the facts, section(s) of the Agreement involved, and remedies sought. The employee's department head/manager shall then attempt to adjust the matter and respond in writing to the grievance within seven (7) working days from receipt of the written grievance.

**Step 2:**

If the grievance has not been settled, it may be presented by the employee, with or without an association representative, to the Division Director within seven (7) working days after the response from the department head/manager is received (physically received or postmark date). The Division Director shall respond in writing to the grievance within seven (7) working days of receipt of the grievance.

**Step 3:**

If the grievance has not been settled, it may be presented in writing by the employee, with or without an association representative, to the general manager or designee, within seven (7) working days after the response of the Division Director is received (physically received or postmark date). The general manager or designee shall respond in writing to the grievance within seven (7) working days after the receipt of the grievance.

**Step 4:**

If the grievance has not been settled, the association may, within seven (7) working days after the reply of the general manager or designee is received (physically received or postmark date), serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the general manager or designee.

**Section 42.2:**

After either party has indicated its desire to take a grievance to arbitration, it shall jointly request of the Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot and proceed alternately to strike names until the final name is left on the list that shall then be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or detract from the terms of the Agreement, and shall have no power to make an award which is retroactive for a period in excess of ninety (90) calendar days prior to the date the grievance was filed under Step 1 of the procedure contained in this article.

**Section 42.3:**

The arbitrator's fee and expenses shall be divided equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 42.4:**

The association may file at Step 2 any grievance involving a claim or dispute which affects two or more employees.

**Section 42.5:**

Representatives selected by the association to act as "Association Representatives" shall be certified in writing to the district by the association.

**Section 42.6:**

The time limits specified in this section may be waived by mutual consent.

**ARTICLE 43  
SAVINGS CLAUSE**

**Section 43.1:**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specified article, section or portion thereof directly specified in said decision.

**ARTICLE 44  
DURATION AND TERMINATION**

**Section 44.1:**

This Agreement shall be effective July 1, 2022, and continue in full force and be effective until June 30, 2025.

**Section 44.2:**

The association shall notify the district in writing no later than December 1, 2021, of its intention to negotiate a successor Agreement. Within thirty (30) days of that notification the parties will identify a date to begin bargaining.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
OSEA Field Representative



# MEMORANDUM

**DATE:** June 8, 2022  
**TO:** Board of Directors  
**FROM:** Doug Menke, General Manager  
**RE** **Resolution Appointing Audit Committee Member**

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## Introduction

Staff requests board of directors' appointment of one audit committee member.

## Background

The district audit committee was authorized by Resolution 2008-04 at the April 7, 2008 board of directors meeting and consists of three members of the public. The primary responsibilities of the audit committee include periodically forming a recommendation regarding the selection of the park district's independent auditors, review of the annual audit plan, monitoring progress and compliance, participating in an audit exit conference, presentation of the audit report to the board of directors, and post audit follow-up.

Membership for the committee is drawn from the board of directors (currently filled by Heidi Edwards), the district's budget committee (currently filled by Elizabeth Edwards), and the general public (formerly filled by Suzanne Massar).

There is one open position on the committee due to the expiration of the general public member's term. Audit committee positions are two-year terms.

Notice of the vacancy was published and applications to serve on the committee were accepted from May 9-31. Five applications were received; one candidate was out-of-district and another candidate withdrew their application, leaving three remaining applications (attached).

## Proposal Request

Board President Tya Ping and board member Alfredo Moreno volunteered to conduct interviews of the three applicants with the intent of making a recommendation to the board as to which candidate to appoint. Interviews are scheduled for Thursday, June 9.

Staff requests board of directors' appointment of a candidate to the district's audit committee, per the attached resolution, for a term of two years, expiring June 30, 2024.

## Action Requested

Board of directors' approval of Resolution No. 2022-09, Appointing \_\_\_\_\_ to the district's Audit Committee for a term of two years.

**RESOLUTION 2022-09**  
TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

**A RESOLUTION APPOINTING  
AUDIT COMMITTEE MEMBER**

**WHEREAS**, the Tualatin Hills Park & Recreation District Board of Directors must appoint committee members by resolution; and

**WHEREAS**, the committee member shall be appointed by the board for a two-year term; and

**WHEREAS**, the selected committee member has demonstrated their interest and knowledge in the committee's area of responsibility. Now, therefore

**THE TUALATIN HILLS PARK & RECREATION DISTRICT RESOLVES AS FOLLOWS:**

The Board of Directors approves the appointment of

\_\_\_\_\_

to the Audit Committee.

Duly passed by the Board of Directors of the Tualatin Hills Park & Recreation District this 15<sup>th</sup> day of June 2022.

\_\_\_\_\_  
Tya Ping, President

\_\_\_\_\_  
Heidi Edwards, Secretary

ATTEST:

\_\_\_\_\_  
Jessica Collins  
Recording Secretary

### Audit Committee Application

First/Last Name: Aysha Ismail Today's Date (mm/dd/yy): 05/30/2022

Address: \_\_\_\_\_ City: Portland, OR Zip: 97229

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Please answer the following questions.**

1. Please explain your interest in serving on the THPRD Audit Committee.

I have broad accounting and audit experience and I have insight into best practices for compensation, setting up systems to ensure financial accountability. THPRD is a valuable asset for the community and in this inflationary environment, it's important to assure the taxpayer that their tax dollars are being spent wisely. THPRD has broad community support, as evidenced by the successful passage of bond measure 34-156 in 2008, and it's critical to ensure that it stays that way. It would be a tragedy for our community if taxpayers stop supporting THPRD's future growth by not approving bond measures in the future.

2. What is THPRD's most notable asset to you as a user?

THPRD's affordable and high quality classes are a huge asset for the community since it allows for residents of all socio-economic backgrounds to benefit from athletic and other classes without having to pay for unaffordable private instruction.

3. Have you served on other (including THPRD) boards or volunteer committees? If so, please list your involvement.

4. Please describe any work experience or areas of expertise that you feel would benefit the Audit Committee.

I have broad accounting and audit experience ranging from working in a Big Four accounting firm to working as a controller at a startup and accounting for compensation at a major Fortune 500 corporation. My professional experience as a certified public accountant (CPA) has given me insight into best practices for compensation to setting up systems to ensure financial accountability.

5. Do you live within the boundaries of the Tualatin Hills Park & Recreation District?     Yes     No
6. If you are not selected for the committee, would you be interested in other volunteer opportunities with THPRD?     Yes     No

# Aysha Ismail, CPA

## Education

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### *University of Houston, Bauer College of Business (UH)*

Certified Public Accountant, State of Texas

Master of Science in Accountancy, December 2008, GPA: 3.70

B.B.A. Finance and Accounting, December 2007, Summa Cum Laude, GPA: 3.75

## Work Experience

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### **Nike, Beaverton, OR (October 2018 – Present)**

#### ***Director, H2R Accounting (August 2021 – Present)***

- Manage a team of four responsible for executing the day-to-day global H2R accounting operations
- Work closely with cross-functional counterparts (i.e. Finance, HR Operations, and Payroll Operations) to develop and maintain policies and processes, as needed, to handle new or existing transactional streams
- Develop and maintain functional, operational, and organizational knowledge of the global payroll, benefits and compensation areas
- Encourage continuous improvement in the efficiency and effectiveness of accounting processes and financial reporting, including promoting automation and development and implementation of accounting policies, standard operating procedures (SOPs), and internal control documentation
- Accountable for preparing and reviewing certain H2R external financial reporting and disclosures in SEC filings, as well as preparing the annual financial statements for the retirement plan, and planning and managing the annual audit for the retirement plan with the external audit firm
- Influence the requirements, design, development and testing of accounting areas for HR payroll and other benefits vendor or administration changes

#### ***Manager, Global Lease Accounting (October 2018 – August 2021)***

- Manage a team of three responsible for executing the day-to-day processes around the tracking and accounting for the Nike NA/APLA/Converse NA lease portfolios of approximately \$2B in accordance with US GAAP and Nike policies
- Review new lease agreements to determine appropriate accounting
- Maintain effective internal controls around accounting processes and work closely with Financial and Controls Governance teammates as well as external audit
- Review and ensure accuracy and completeness of consolidated quarterly and annual lease disclosures 10-Q/10-K filings
- Research and interpret relevant lease accounting guidance related to non-routine transactions
- Work closely with and advise cross-functional leadership teams of technical accounting considerations as they execute on business strategies around leasing decisions
- Responsible for identifying opportunities and handling projects related to lease processes, and systems/technology, aligned with the overall Nike Corporate and Controlling strategy such as centralization of Converse and Canada rent pay within TRIRIGA
- Lead the development and communication of robust standard end-to-end operating procedures and controls requirements
- Provided guidance and optimized the design and operations related to internal controls for financial close and reporting under ASC 842
- Played key role in ASC 842 implementation which included testing of new accounting system as well developing and supporting initiative to create lease disclosures for 10-Q/10-K under new ASC 842 standard
- Developed engagement model to partner more effectively with finance planning counterparts to drive forecast accuracy and informed strategic business decisions

### **Global Partners LP, Waltham, MA (January 2016 – August 2018)**

#### ***Technical Accounting Manager (January 2016 – August 2018)***

- Researched, assessed and documented the accounting implications on the Partnership's critical and new accounting policies, unique transactions, and material judgments referencing all authoritative and industry guidance
- Researched and interpreted relevant accounting guidance related to non-routine transactions
- Played central role in the development and annual reviews of set accounting policies, including adoption of new standards related to existing and unique transactions in the appropriate periods
- Assisted the Director of Technical Accounting and Corporate Controller in the implementation and operationalization of the initiatives impacting the finance and accounting of corporate functions like lease accounting and revenue recognition
- Reviewed and evaluated accounting judgments, including lease accounting (ASC 840 and 842 Leases), revenue recognition (ASC 606 Revenue from Contracts with Customers), accounting for business combinations, financing transactions, accruals and other such items.

- Played key role in cross functional projects of the Partnership such as financial systems implementations and upgrades. Directly interfaced with senior corporate leadership and different corporate groups such as accounting, legal, and real estate.
- Worked closely with other members of the accounting, finance and business teams across the Partnership's segments to provide timely accounting advice and support as issues arose and to determine the need for system/process and accounting practice changes as a result of existing or new accounting pronouncements, and/or best practices
- Provided guidance on the design and operations related to internal controls for financial close and reporting.
- Assisted in drafting and reviewing various sections of required SEC and regulatory filings (10K's, 10Q's, etc.), within required timelines
- Assisted with requests related to the annual audit and quarterly review with external auditors
- Lead and/or supported periodic accounting topic training programs directed to other members of the accounting and finance teams, as well as cross functionally as applicable, across the Partnership's segments
- Onboarded key member of technical accounting team

### **Intrepid Pursuits, Cambridge, MA (May 2015 – December 2015)**

#### ***Controller (May 2015 – December 2015)***

- Brought best accounting and financial practices to a growing and dynamic startup
- Solely responsible for preparing and recording asset, liability, revenue, and expense entries by compiling and analyzing account information
- Created and maintained monthly account reconciliations
- Managed A/P and A/R processes (including weekly billing)
- Responsible for processing payroll and related benefits and verifying amounts to be paid out
- Established and implemented financial and related operational internal controls to ensure proper segregation of duties and proper levels of approval throughout the organizations
- Established and implemented company guidelines and best practices related to expense approvals and reimbursements
- Prepared monthly and quarterly financial statements with related KPIs and presented results to CEO and CTO on a monthly basis
- Prepared monthly financial statement forecasts and related footnotes
- Created weekly dashboard data platform with financial data for easy visualization of data for more efficient decision making

### **Deloitte & Touche LLP, Boston, MA (September 2010 – May 2015)**

#### ***Audit In Charge (September 2012 – May 2015)***

- Received six outstanding performance awards over the past 4 years
- Managed team of 7 people for large public multi-billion dollar international company audit
- Managed and supervised execution of quarterly and year-end audits, including engagement planning, reviewing work for quality assurance, and providing constructive feedback and formal reviews for team members while managing clients.
- Acted as the sole point person for partners and managers for understanding of complex revenue transactions for retail client.
- Worked closely with managers and partners to track status of audit within strict deadlines and budgets.
- Developed testing plans and created templates for new engagement in significant testing areas such as revenue, accounts receivable, accounts payable, and inventory.
- Responsible for performing testing and analytics of various areas such as inventory, revenue (ASC 605 Revenue Recognition), cost of sales, derivatives (ASC 815 Derivatives & Hedging), and stock compensation expense (ASC 718 Compensation -- Stock Compensation) for large private company with revenues of multi-billion dollars and non-accelerated filer.
- Tested inventory for a public medical manufacturing company, which included analyses related to management judgments of credit memos and return reserves.
- Assisted team management with goodwill impairment testing (ASC 350 Intangibles – Goodwill and Other)
- Audited income taxes (ASC 740 Income Taxes) for large public multi-billion dollar international company which included identification and testing of internal controls in accordance with Sarbanes Oxley 404.
- Performed tie-out and analytical review procedures over public filings such as Form 10-K, Form 10-Q, and Form 8-K, as well as financial statements for non-public companies.
- Served as an intern and new hire mentor.
- Served as a member of the Audit Advisory Committee for the Boston office that serves as a liaison between staff/seniors/managers and leadership.

#### ***Audit Assistant/Audit Senior Assistant (September 2010 – September 2012)***

- As a second year audit senior assistant, performed the role of a third/fourth year Audit Senior on the first time audit of a multi-billion dollar company, testing balance sheet and income statement accounts.
- Led revenue, cost of sales, A/P, A/R, and inventory for newly acquired private client with revenues over \$1B.
- Interfaced and coordinated effectively with retail client VP and Controller in areas of inventory and sales by developing a strong relationship which ensured open and effective communication.

**Anadarko Petroleum Corporation, The Woodlands, TX (January 2009 – May 2010)**

***Rotational Accountant (January 2009 – May 2010)***

- Recruited for a select 2 year rotational accounting program designed to expose candidates to multiple facets of oil and gas industry and build valuable network of contacts throughout the company. Rotated at 3 month intervals through:
  - *Internal Controls* – audited company owned Granger Gas Plant complex reviewing operational and accounting activities associated with the plant by assessing level of adherence to Company policies and procedures; tested allocations and settlements and exchange and intercompany transactions; interviewed management and other employees to understand risks, accounting, and operations; assisted in drafting results reported to management.
  - *Joint Interest Billing* – used SAP extensively to research/resolve customer billing issues; billed out invoices.
  - *Marketing Accounting* – balanced and closed LNG transactions; created desk procedures.
  - *Financial Accounting* – assisted in monthly closing of books; prepared various monthly accrual entries; performed account analysis of various balance sheet accounts including reconciling; prepared various schedules to support amounts in the SEC 10-Q and reviewed 10-Q filings prior to issuances.
  - *Revenue* – prepared revenue bookings for offshore properties for oil, gas, and NGLs; prepared allocations for operated properties; paid and issued multi-million dollar invoices; prepared spreadsheets for SAP PRA input which included volume allocations and pricing components and reviewed resulting valuation results; reconciled various A/R balances and created journal entries to clear balances.

**Deloitte & Touche LLP, Houston, TX (January 2008 – March 2008)**

***Audit Intern (January 2008 – March 2008)***

- Audited a variety of industries as part of a team.
- Evaluated and verified financial results for various publicly traded companies
- Applied Deloitte methodologies analyze AP, Cash, Pre-pays, and other financial statement accounts.
- Performed tests of controls and agreed upon procedures.
- Conducted Sarbanes-Oxley testing and documented results.
- Interacted with clients in a professional and effective manner.



### Audit Committee Application

First/Last Name: Tom Quenemoen Today's Date (mm/dd/yy): 05/28/2022  
 Address: \_\_\_\_\_ City: Portland Zip: 97225  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Please answer the following questions.**

1. Please explain your interest in serving on the THPRD Audit Committee.

I am looking to expand my engagement in local organizations that are of interest to me and provide a role through which I can make a contribution. As a mostly retired finance and IT professional, wanting to stay active and engaged this role seemed like a perfect fit.

2. What is THPRD's most notable asset to you as a user?

As a soccer parent, I saw a lot of parks and fields in district. Now I am looking forward to using more of the fitness facilities, such as Cedar Hills which is the closest to me, as well as exploring all that the Athletic Center has to offer.

3. Have you served on other (including THPRD) boards or volunteer committees? If so, please list your involvement.

I have been the Treasurer for the Oregon Crusaders youth performing arts organization since 2017.

4. Please describe any work experience or areas of expertise that you feel would benefit the Audit Committee.

My career includes 10 years of internal audit work, and within the scope of that employment I also worked extensively with the audit firms as they performed their annual/tri-annual audits. During this time, I was a CPA licensed in the states of Washington and Oregon. Currently, I support a non-profit with billing and AR management, and most recently, working on their annual budget.

5. Do you live within the boundaries of the Tualatin Hills Park & Recreation District?     Yes     No
6. If you are not selected for the committee, would you be interested in other volunteer opportunities with THPRD?     Yes     No

### Audit Committee Application

First/Last Name: Rachel Tarver Today's Date (mm/dd/yy): 5/25/2022  
 Address: \_\_\_\_\_ City: Beaverton Zip: 97008  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Please answer the following questions.**

1. Please explain your interest in serving on the THPRD Audit Committee.

As an active participant in activities through THPRD since my oldest daughter was six months old, the past five years has shown me how intricate community involvement is to allowing park and recreation districts to flourish. My career has been twelve years in public accounting as a financial statement auditor which includes communicating with audit committees and board of directors. I am very excited for the opportunity to blend my personal and professional worlds and help serve the community that I have lived in for the past twelve years.

2. What is THPRD's most notable asset to you as a user?

We frequent the Conestoga Recreation Center. My oldest daughter really enjoys the tire swing and my youngest daughter loves to drive the fire truck structure. Both are really enjoying swimming and we all look forward to the splash pad opening up again!

3. Have you served on other (including THPRD) boards or volunteer committees? If so, please list your involvement.

I have not served on other boards or volunteer committees

4. Please describe any work experience or areas of expertise that you feel would benefit the Audit Committee.

I am an active CPA in the State of Oregon and have worked in public accounting as a financial statement auditor since 2010. I am a senior manager at Moss Adams LLP based in the Portland, Oregon office. Clients I serve report under GASB, are required to comply with Oregon Municipal Standards and the Uniform Grant Guidance. I am familiar with the requirements of independent auditors and am actively involved in trainings to maintain an understanding of current accounting standards, auditing standards and reporting requirements for FASB and GASB filers, including THPRD.

5. Do you live within the boundaries of the Tualatin Hills Park & Recreation District?     Yes     No
6. If you are not selected for the committee, would you be interested in other volunteer opportunities with THPRD?     Yes     No