

BEFORE THE METRO COUNCIL

APPROVING SECOND ROUND FUNDING ) RESOLUTION NO. 07-3816  
FOR NATURE IN NEIGHBORHOODS )  
GRANTS ) Introduced by: Michael Jordan, Chief  
Operating Officer, with the concurrence  
of David Bragdon, Council President

WHEREAS, Metro has established a regional fish and wildlife protection, restoration and greenspaces initiative named "Nature in Neighborhoods", as provided in Resolution No. 05-3574A, "Establishing a Regional Habitat Protection, Restoration and Greenspaces Initiative called Nature in Neighborhoods" adopted May 12, 2005; and

WHEREAS, Metro has established a grants program funded by \$1,250,000 of the Recovery Rate Stabilization Reserve fund, as provided in Resolution No. 05-3580A, "Transferring \$1,250,000 From the Balance of the FY 2004-05 Recovery Rate Stabilization Reserve to a General Fund Reserve for Nature in Neighborhoods Restoration Projects" adopted June 9, 2005; and

WHEREAS, Metro has solicited and received applications for this grants program and selected the projects which best meet the criteria for the grants program and the Nature in Neighborhoods initiative; and

WHEREAS, fish and wildlife habitat depends on healthy functioning watershed that follow the natural contours of the landscape, while political and organizational boundaries frequently split watersheds and divide the natural landscapes; and

WHEREAS, by protecting natural areas from illegal dumping and restoring and enhancing our natural areas, that is, by protecting nature in neighborhoods, the region can thereby enjoy the benefits of nature in neighborhoods for years to come, protecting our region's clean water and the health and vitality of our watersheds; and

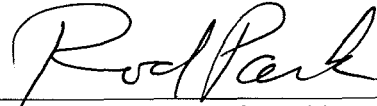
WHEREAS, illegal dumping frequently occurs in natural areas near or in streams and rivers, posing a particular threat to our region's clean water, to the health of our watersheds, and to healthy functioning fish and wildlife habitat; and

WHEREAS, it will take concerted and sustained efforts to restore and protect the region's wildlife habitat areas and this challenge provides new and unique opportunities for the solid waste community, habitat restoration organizations, education community, building trades firms and organizations, industry groups, environmental groups, business people and property owners to create new partnerships to protect and restore the region's natural areas; and

WHEREAS, attached as Exhibit A to this resolution is the listing of grant award recipients and respective funding amounts and as Exhibit B an example of the individual contract agreement; now therefore,

BE IT RESOLVED that the Metro Council hereby approves the second round funding for the Nature in Neighborhoods grants to those recipients listed in Exhibit A and for the amounts listed for each individual award.

ADOPTED by the Metro Council this 24<sup>th</sup> day of May, 2007.



\_\_\_\_\_  
David Bragdon, Council President

Approved as to Form:



\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney

EXHIBIT A  
 RESOLUTION 07-3816  
 NATURE IN NEIGHBORHOODS GRANT AWARD RECIPIENTS AND AMOUNTS

<b>Tualatin Hills Park and Recreation District</b>	
Oak Woodland Restoration	\$17,000.00
<b>Portland Community College - Sylvania Campus</b>	
Restoration and Environmental Education on Mt. Sylvania	\$ 5,855.00
<b>SOLV (Stop Oregon Litter and Vandalism)</b>	
Team Up for Watershed Health – Abernathy Creek	\$19,106.00
Team Up for Watershed Health – Goat Island	\$24,850.00
<b>Beaverton School District –Summa South Academy</b>	
Whitford Woods Restoration	\$ 3,155.00
<b>The Nature Conservancy</b>	
Sandy River Riparian Habitat Protection Project	\$60,000.00
<b>Fans of Fanno</b>	
Restoring Oak Prairie and Turtle Habitat at Fowler Middle School	\$18,640.00
<b>Johnson Creek Watershed Council</b>	
Youth Engaged	\$24,233.00
Johnson Creek Riparian Restoration Program	\$20,455.00
Lovena Farm Partnership and Restoration	\$ 6,000.00
<b>Willamette Riverkeepers</b>	
Rinearson Ravine Restoration	\$13,303.00
<b>City of Wilsonville</b>	
Boeckman Creek Fish Passage and Stream Restoration – Phase 2	\$25,000.00
<b>Three Rivers Land Conservancy</b>	
West Willamette Restoration Partnership Project	\$37,050.00
<b>Friends of Tryon Creek</b>	
Invasive Species Outreach and Education Project	\$18,240.00
<b>East Columbia Neighborhood Association</b>	
Lower Columbia Slough Habitat Restoration & Education Project	\$36,380.00
<b>Verde</b>	
Verde Native Plant Nursery	\$24,970.00
<b>City of Gresham</b>	
Gresham Neighborhood Association Encroachment Mediation Program	\$25,000.00

Additional awards on reverse side

EXHIBIT A  
RESOLUTION 07-3816  
NATURE IN NEIGHBORHOODS GRANT AWARD RECIPIENTS AND AMOUNTS

<b>Wilkes Community Group</b>	
Wilkes Creek Bridge and Path Project	\$ 5,800.00
<b>Native American Youth and Family Center (NAYA)</b>	
Native Plant Restoration	\$10,000.00
<b>Cedar Sinai Park</b>	
Al Lewin Legacy Trail Watershed Enhancement and Education	\$ 8,145.00
<b>Confluence Project</b>	
Sandy River Delta – Confluence Project	\$17,500.00

Additional awards on reverse side

EXHIBIT B TO RESOLUTION 07-3816

Metro Contract No:

**NATURE IN NEIGHBORHOODS GRANT CONTRACT**

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and NAME, whose address is ADDRESS, Portland, Oregon 972--, hereinafter referred to as the "Contractor."

Metro has established the Nature in Neighborhoods grant program with the purpose of funding community projects throughout the metropolitan region. Notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in these projects; (2) sponsorship benefits or supervisory responsibility with respect to the events or services funded; or (3) ownership or responsibility for care and custody of the tangible products which result from the projects.

**THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I  
SCOPE OF WORK**

Contractor shall perform all activities described in the Scope of Work attached hereto as Attachment "A" (the "Work").

**ARTICLE II  
TERM OF CONTRACT**

The term of this Contract shall be for a period commencing upon contract execution through and including xxxxx.

**ARTICLE III  
CONTRACT SUM AND TERMS OF PAYMENT**

Metro shall compensate the Contractor for performance of the Work as described in Attachment "A." Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Attachment "A."

## **ARTICLE IV LIABILITY AND INDEMNITY**

Contractor is an independent contractor and assumes full responsibility for the performance of the Work and the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract. Contractor shall indemnify and hold harmless Metro and Metro's agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorneys' fees, arising out of or in any way connected with Contractor's performance of this Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

## **ARTICLE V TERMINATION**

Metro may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for work performed prior to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against the Contractor.

## **ARTICLE VI INSURANCE**

Contractor shall purchase and maintain at Contractor's expense, the following types of insurance covering the Contractor, its employees and agents.

A. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover Contractor's operations under this Contract, whether such operations are by Contractor, by any subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor.

Contractor shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

In lieu of the above, Metro will accept evidence of a self-insurance program. Contractor shall name METRO as an additional insured within (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

Contractor shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving Contractor of this requirement is contained in the Scope of Work.

## **ARTICLE VII PUBLIC CONTRACTS**

[Contractor shall comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are hereby inserted by reference into this Contract and made requirements of this Contract as if such provisions were separately enumerated herein.

In particular, for public works subject to ORS 279C.800 to 279C.870, Contractor and every subcontractor shall comply with ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

## **ARTICLE VIII ATTORNEY'S FEES**

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE IX  
SUBCONTRACTORS**

Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

**ARTICLE X  
RIGHT TO WITHHOLD PAYMENTS**

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

**ARTICLE XI  
SAFETY**

If services of any nature are to be performed pursuant to this Contract, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provision of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XII  
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Contract are hereby expressly incorporated herein by reference. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.



**ARTICLE XIII  
ASSIGNMENT**

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

NAME

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 07-3816, APPROVING SECOND ROUND FUNDING FOR NATURE IN NEIGHBORHOODS GRANTS

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Date: May 24, 2007

Prepared by: Janelle Geddes

## BACKGROUND

On June 9, 2005, Council adopted Resolution 05-3580A, "Transferring \$1,250,000 From the Balance of the FY 2004-05 Recovery Rate Stabilization Reserve to a General Fund Reserve for Nature in Neighborhoods Restoration Projects." Of the monies transferred, \$1,000,000 was provided for a two-year grants program for use in restoration projects. In May 2006, Metro Council awarded \$560,000 in the first round of funding to projects throughout the Region.

The second round of funding was announced in the fall of 2006 and pre-applications were received. Of these proposals, 32 were invited to participate in the final grant application process.

In April 2007, 30 final applications were received by the Nature in Neighborhoods team. An interdisciplinary, interdepartmental team of 9 individuals reviewed these applications and recommended those projects which best met the criteria and intent of the Nature in Neighborhoods grant program.

Of the 30 final grant applications received, 21 are recommended for either full or partial funding. The projects recommended for funding best met the criteria for funding and are located throughout the region. The recommended projects represent innovative partnerships, the education community, the solid waste community, groups, organizations and individuals doing on-the-ground restoration work, hands-on education and curriculum development and community/partnership building.

The total for the second round of funding is \$420,682.55. It is anticipated that projects will begin after July 1, 2007. Projects are from one to three years in length.

## ANALYSIS/INFORMATION

### 1. **Known Opposition:**

None.

### 2. **Legal Antecedents:**

- Resolution 05-3551, "For the Purpose of Designating Council Projects and Assigning Lead Councilors and Council Liaisons," adopted March 3, 2005
- Resolution 05-3574A, "Establishing a Regional Habitat Protection, Restoration and Greenspaces Initiative called Nature in Neighborhoods, adopted May 12, 2005"
- Resolution 05-3580A, "Transferring \$1,250,000 From the Balance of the FY 2004-05 Recovery Rate Stabilization Reserve to a General Fund Reserve for Nature in Neighborhoods Restoration Projects," adopted June 9, 2005

3. **Anticipated Effects:** This Resolution approves the second round funding and award for Nature in Neighborhoods grants and begins the individual contract award process for the selected grant applicants with an anticipated start project date of July 1, 2007. Projects are from one to three years in length.
4. **Budget Impacts:** A total of \$1,000,000 was approved in 2005. Metro Council awarded \$560,000 in May 2006 in the first round of grant awards. The balance is included in the approved FY 2007-08 budget.

### **RECOMMENDED ACTION**

Staff recommends adoption of Resolution No. 07-3816.