

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THIRD) RESOLUTION NO. 08-3944
ROUND FUNDING FOR NATURE IN)
NEIGHBORHOOD 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 Balance of 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 adopted Ordinance 07-1160B on September 27, 2007 Amending the FY 2007-08 Budget and Appropriation Schedule to Implement Council Projects; and Declaring an Emergency transferring \$250,000 from the Recovery Rate Stabilization Reserve fund for an additional round of Nature in Neighborhoods grants in Spring 2008; 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

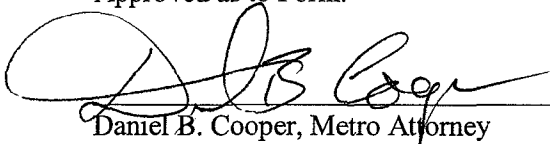
WHEREAS, attached as Exhibit A and B to this resolution is the listing of grant award recipients and respective funding amounts and an example of the individual contract agreement; and therefore

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 8 day of May, 2008


David Bragdon, Council President

Approved as to Form:


Daniel B. Cooper, Metro Attorney

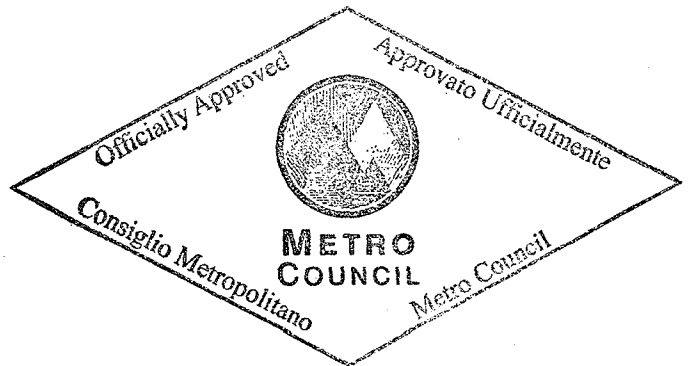


EXHIBIT A
RESOLUTION NO. 08-3944
NATURE IN NEIGHBORHOOD GRANT AWARD RECIPIENTS AND AMOUNTS

Ed Kerns (SE Uplift)	
Lents Springwater Habitat Restoration Project	\$17,010.00
City of Gresham	
Gresham Riparian Enhancement Program – Streamside Outreach and Restoration	\$47,000.00
Columbia Slough Watershed Council	
Slough School Education Program	\$35,500.00
Willamette Riverkeeper	
Rinearson Creek Project	\$22,840.00
Tryon Creek Watershed Council (SWNI)	
Tryon Creek Watershed Restoration and Education Project	\$18,320.00
Johnson Creek Watershed Council	
Rehabilitation Program – Phase II	\$14,300.00
Youth Engaged Year 2	\$11,500.00
SOLV	
Team Up – Carter Creek	\$21,060.00
Audubon Society of Portland	
Restoring, Enhancing and Protecting Avian And Terrestrial Habitat	\$46,500.00
City of Lake Oswego	
Healthy Forest Demonstration Site – George Rogers Park	\$10,702.00
Northwest Coalition for Alternatives to Pesticides (NCAP)	
Pesticide-free Parks	\$ 4,950.00

NATURE IN NEIGHBORHOODS GRANT AGREEMENT «Contract_»



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

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 «**Org_nameContact_person**», whose address is «**Org_Address**», 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 «**Term**».

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.

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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.

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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

NATURE IN NEIGHBORHOODS GRANT AGREEMENT «Contract_»



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.

«ORG_NAMECONTACT_PERSON»

METRO

Signature

Signature

Print Name and Title

Department Director

Date

Date

NATURE IN NEIGHBORHOODS GRANT AGREEMENT «Contract_»



“ATTACHMENT A”

Project title:	«Project_Name»
Contractor:	«Org_nameContact_person»
Project Coordinator:	«Name»
Fiscal Agent:	«Fiscal_Agent_»
Duration:	through «Term»
Amount:	Shall not exceed «WRITTEN_»«AWARD_AMT»
Match required:	«MATCH»

SCOPE OF WORK

The grant application submitted for this project title shall serve as the SCOPE OF WORK.

PAYMENT

Metro will pay Contractor within 60 days of receipt of an approved and accepted statement. Standard forms for the statement are included as part of this contract and are attached. Funds are released upon presentation of receipts or invoices for purchases or work accomplished. Payment for this Contract shall not exceed the amount stated above and shall meet the stated match requirements in the Scope of Work to be eligible for reimbursements. Reimbursements shall be delivered to Metro, Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232.

All payments are subject to audit(s) by Metro. Metro shall have full access to and the right to examine, during normal business hours and as often as it deems necessary, all of Contractor's records with respect to all matters covered by this Contract. Metro shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Contract.

Metro shall retain 5% of the total grant funds until submission of the final report.

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REQUEST FOR RELEASE OF FUNDS

Grantee Name:«Org_nameContact person»

Grantee's Fiscal Agent:«Fiscal Agent »

Contract Number:«Contract » Project Name:«Project Name»

In accordance with the terms of the Grant Agreement, I request funds as follows:

Payment Request Number _____ **OR** **Final Request** _____

NOTES:

- Metro tracks grant expenses by the budget categories outlined in the grantee's application. Costs listed in the attached table should therefore reflect the project expenses estimated in the grantee's original proposal.
- **Documentation must be attached for all project expenses** – costs for which reimbursement is being requested, *as well as* all matching cash/in-kind materials & services/volunteer labor values of the project.
- All checks will be made payable to Grantee's Fiscal Agent. Grantee and Fiscal Agent are responsible for paying vendors directly.
- 5% of the total grant funds will be withheld until submission of the final report.
- If you have any questions about grant billing, contact Rachel Fox at 503-797-1856 (Fax # 503-797-1849)

I declare that this statement, the attached table and the accompanying documentation are, to the best of my knowledge, true, correct and complete.

Grantee's Authorized Signature: _____ **Date:** _____

Please forward this request to Metro's Grant Coordinator for signature below.

TO BE COMPLETED BY METRO STAFF:

I find this request to be consistent with the Grant Agreement and all funding conditions have been met.

I approve this Reimbursement Request for \$ _____.

Metro Grant Coordinator: _____ **Date:** _____

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NOTE: This grant requires a «MATCH» match, so Total Expenses must be at least 2x Reimbursement Requested. In addition, reimbursement requested cannot exceed Total Cash expenses.

	HISTORY			CURRENT		DOCUMENTATION	UPDATED TOTAL
	APPROVED BUDGET	TOTAL REQUESTED TO DATE <i>(prior to this submission)</i>	GRANT FUNDS REMAINING <i>(prior to this submission)</i>	NEW PROJECT EXPENSES <i>(attach documentation of each expense)</i>		REIMBRUSEMENT REQUEST	GRANT FUNDS REMAINING <i>(after this submission)</i>
				CASH	INKIND		
PERSONNEL							
VOLUNTEER LABOR <small>min wage for manual labor, local rate for prof labor</small>							
PROFESSIONAL SERVICES							
MATERIALS & SUPPLIES							
RENTAL FEES							
OTHER						<i>indirect, overhead & contingency costs are not eligible for reimbursement</i>	
TOTAL				CASH + INKIND EXPENSES		REIMBURSEMENT REQUEST	
				→ ≥ 2 times →			

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PROJECT EVALUATION/FINAL REPORT

Two copies of your final report and one electronic copy will be due upon project completion and should include the following:

- 1) A written summary of grant activities and progressive steps about how the project was completed;
- 2) The actual total budget for the project with grant-funded items and in-kind matching contributions identified – including the total of volunteer hours, the number of participants and a list of partners involved;
- 3) An evaluation of the project by the grantee that shall illustrate results and successes as well as lessons learned.
- 4) Photos of the project and/or activities. If the project involves restoration, photos of before, during and after shall be included.
- 5) Information regarding total acreage or area affected, if applicable.
- 6) An outline of a maintenance plan or follow-up activities needed to ensure success, if applicable.
- 7) Other reporting identified by Contractor in grant application as included in the Scope of Work.

PROJECT ACKNOWLEDGEMENT

Metro must be acknowledged as project sponsors on any written or published material or grant product. This includes, but is not limited to: newsletters, signage, event mailings, annual reports, print or film media and news stories. The Nature in Neighborhoods program shall be recognized as Metro – Nature in Neighborhoods grant program.

OTHER

All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with this Contract shall be retained by Metro and Contractor for four years from the date of completion of the Contract to facilitate any audits or inspections.

NIN Grant «Org_nameContact_person»

«Contract_»

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GRANT AGREEMENT «Contract_»



NIN Grant «Org_nameContact_person»

«Contract_»

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 08-3944, FOR THE PURPOSE OF APPROVING THIRD ROUND FUNDING FOR NATURE IN NEIGHBORHOOD GRANTS

Date: May 8, 2008

Prepared by: Janelle Geddes

BACKGROUND

In June 2005, Council adopted Resolution 05-3580A which transferred monies from the FY 2004-05 Recovery Rate Stabilization Reserve to a General Fund Reserve for Nature in Neighborhoods. Of the monies transferred, \$1,000,000 was provided for a two-year grants program for use in restoration projects. To date, Metro Council has awarded approximately \$981,000 in grants throughout the region. In September 2007, Council approved Ordinance 07-1160B, transferring an additional \$250,000 for another cycle of grants to be awarded in Spring 2008.

The third round of funding was announced in the Fall of 2007 and 35 pre-applications were received. Of these proposals, 21 were invited to participate in the final grant application process.

In April 2008, 18 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 18 final grant applications received, 11 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 third round of funding is \$249,682.00. These projects will begin after July 1, 2008. Projects are from one to three years in length.

ANALYSIS/INFORMATION

- 1. Known Opposition:**
None.
- 2. Legal Antecedents:** Resolution 05-3551, Metro Council Project Proposal titled "Nature in Neighborhoods"; Resolution 05-3574A Establishing a Regional Habitat Protection, Restoration and Greenspaces Initiative called Nature in Neighborhoods; 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 (2 year grant program 06-07; 07-08); Ordinance 07-1160B Transferring \$250,000 from the Recovery Rate Stabilization Reserve for Nature in Neighborhoods Restoration Projects (1 year grant program 08-09).
- 3. Anticipated Effects:** This Resolution approves the third round funding and award for Nature in Neighborhood grants and begins the individual contract award process for the selected grant applicants with an anticipated start project date on or after July 1, 2008. Projects are from one to three years in length.
- 4. Budget Impacts:** No budget impacts.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 08-3944.