

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION No. 02-3220A
EXECUTIVE OFFICER TO ESTABLISH "THE	)	
NORTHERN WILLAMETTE VALLEY HABITAT	)	Introduced by Mike Burton,
CONSERVATION FUND" IN PARTNERSHIP	)	Executive Officer
WITH THE NATIONAL FISH AND WILDLIFE	)	
FOUNDATION	)	

WHEREAS, Metro Council adopted the Metropolitan Greenspaces Master Plan in 1992 and the Regional Framework Plan in 1997 that envisioned a cooperative, interconnected regional system of parks, natural areas, trails and greenways for fish, wildlife and people (The Regional System); and

WHEREAS, Achieving the vision of these plans will require a variety of funding strategies including donations from private citizens, foundations and corporations; and

WHEREAS, Successful fundraising efforts typically require the participation of a reputable 501(c)(3) organization; and

WHEREAS, The National Fish and Wildlife Foundation (The Foundation) is a nationally recognized 501(c)(3) non-profit organization with a long history of successful conservation projects and fundraising efforts; and

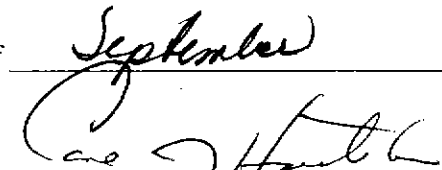
WHEREAS, The goals of the Foundation are consistent with and complementary to Metro's goals for The Regional System creating a unique opportunity for a partnership; and

WHEREAS, A Memorandum of Agreement (Exhibit A) details the partnership between The Foundation and Metro and establishes the "Northern Willamette Valley Habitat Conservation Fund" to benefit natural resource conservation and education activities on lands included in The Regional System; now therefore,

BE IT RESOLVED

- 1) The Executive Officer is authorized to sign the Memorandum of Agreement (Exhibit A) and implement the provisions of the partnership agreement contained therein.
- 2) The use of Open Space, Parks and Streams Bond funds in the amount of \$200,000 is authorized for eligible capital expenditures as set forth in the Memorandum of Agreement.

ADOPTED by the Metro Council this 19<sup>th</sup> day of September 2002.

  
 Carl Hosticka, Presiding Officer

Approved as to Form:


  
 Daniel B. Cooper, General Counsel



Exhibit A  
Resolution 02-3220A

**Memorandum of Agreement  
Metro Regional Services  
and  
National Fish and Wildlife Foundation  
to establish a  
“Northern Willamette Valley Habitat Conservation Fund”**

**1. Background–Purposes and Objectives**

This Memorandum of Agreement (the "Agreement") memorializes the agreement between Metro and the National Fish and Wildlife Foundation (the "Foundation") to establish a joint grant-making "Northern Willamette Valley Habitat Conservation Fund" (the "Fund"), NFWF Project #2002-0008, as a special project of the Foundation. The Fund compliments and enhances the mutually compatible conservation objectives and goals of the Foundation and Metro ("the Partners"), with its primary purpose being to expand upon existing and on-going habitat protection, restoration and conservation education efforts in the metro area of Portland, and to offer a focal point for conservation donations from other private individuals, corporations and other parties with an interest in helping these conservation efforts.

**2. Partner description**

A. ***The Foundation*** - The Foundation is a private, 501 (c)(3) non-profit organization established by an Act of Congress in 1984 (P.L. 98-244, as amended, 16 U.S.C. 3701 et seq.), to encourage, accept and administer private gifts for the benefit of, or in conjunction with, various entities to undertake and conduct such activities as will further the conservation and management of fish, wildlife and plant resources for present and future generations through creative and respectful partnerships, sustainable solutions, and better education.

The Foundation has successfully forged on-the-ground public-private partnerships with many federal agencies, state, local, and private donors to implement innovative community-based projects. To date, the Foundation has received over \$150 million in Congressional appropriations and matched it with an additional \$400 million in non-federal funds to invest in over 5,000 conservation projects nationally. Last year, the Foundation received over \$30 million in federal funds matching them with over \$60 million of non-federal funds on a project-by-project basis. The Pacific Northwest Regional Office opened in Portland in fall 2000 to better administer local partnership programs throughout the region and currently manages over 300 active grants in Alaska, Oregon, Washington and Idaho, with over 100 of these projects in Oregon.

B. ***Metro Regional Services and Metro Regional Parks and Greenspaces Department*** - Metro is a Metropolitan Service District organized under Article 11, Section 14 of the Oregon Constitution, ORS Chapter 268, and the Home Rule Charter as approved by voters in 1992 and amended in 2000.

Metro's Regional Parks and Greenspaces Department was established in 1994 to pursue the creation of a cooperative, interconnected regional system of parks, natural areas, trails and greenways for fish, wildlife and people as envisioned in the Metropolitan Greenspaces Master Plan (1992) and Metro's Regional Framework Plan (1997) ("The Regional System").

The Regional Parks and Greenspaces Dept. owns and manages approximately 11,000 acres of open space and regional parks throughout the three (3) county Portland Metropolitan Area which provides critical habitat for a diversity of native species, contributes to the protection of air and water quality and provides,

primarily, natural resource dependent recreation and education opportunities to approximately 1.5 million visitors annually. The department provides a wide variety of environmental education programs and has developed an aggressive volunteer program to actively engage citizens of the region in the stewardship of the region's natural resources. Much of the land managed by the dept. ( $\pm$  7,100 acres) has been acquired since 1996 with proceeds from a \$135.6 million bond measure approved by voters in 1995 ("Metro Open Spaces Bond Measure"). Acquired sites provide numerous opportunities to restore and enhance unique habitat types of the Northern Willamette Valley.

The department works closely with federal, state and local governments who own and manage components of The Regional System. Many of these sites offer unique opportunities to enhance natural resource values through cooperative restoration and enhancement projects.

**C. *Benefit of Joint Venture*** - The Foundation will assure that national and regional resources of the Foundation will be available to Metro, such as full accounting and auditing of funds received, a long track record and reputation of nationally successful conservation projects, and access to other national and local foundations/donors for funding that may not be easily accessible to Metro or its local government cooperators. Additional funds raised by the Foundation for Metro can be used to co-fund projects. The Foundation will have full responsibility for all office management/staff/and administrative aspects of grant-making, once the grants have been approved as set forth below. For the Foundation, this joint venture will assure that there is a strong local entity to assist with seeking good applicants, and conducting project reviews. By working together, both Metro and NFWF will realize many advantages not otherwise possible.

### **3. Funding; Projects; Joint Approval; Grants Manager**

The Foundation's Board of Directors has approved the Fund for up to \$400,000 for joint grants (and up to an additional \$40,000 for grants administration) at its November 2001 meeting in Tucson, AZ for habitat restoration/protection and environmental/conservation education projects related to The Regional System.

Accordingly, the Foundation will contribute up to \$240,000 to the Fund in July 2002 (from U.S. Fish and Wildlife Service funds) and Metro agrees to contribute \$200,000 of non-federal funds to the Fund at the beginning of its FY 2003 upon receipt of an invoice (the "Metro Contribution"). The parties acknowledge that Metro's financial contribution is from the 1995 Open Space, Parks and Streams Bond Measure and as such is subject to the restrictions and limitations of said measure. The Metro Contribution shall be spent only on properties acquired by Metro with proceeds from the Metro Open Spaces Bond Measure or on acquisitions of properties within "target areas" as set forth in the bond measure and implementing regulations. The Foundation will provide a final programmatic and financial report that documents the expenditures of the Fund on an annual basis, including an accounting of the expenditures of the Metro Contribution. The parties acknowledge that not more than \$40,000 (10% of the total) will be used to administer the joint program. Additional funds may be contributed by the Foundation and/or Metro to the Fund as mutually agreed upon in the future.

A joint Metro/Foundation Grants Committee will be established to assure efficient and inclusive local decision-making regarding projects to be funded. The composition and duties of this committee will be mutually acceptable to the Partners. The Grants Committee shall make a recommendation to the Partners regarding each proposed grant. The Partners shall jointly review the committee recommendation, and no grant shall be awarded without the specific approval of both Partners. The Director for the Foundation's PNW Regional Office, Krystyna Wolniakowski, shall serve as the Partner representative for NFWF, and Charles Cieccko, Metro Regional Parks and Greenspaces Department Director, shall serve as the Partner representative for Metro, in evaluating and approving grants.

Specifically, the types of projects that will be considered for support from the Fund may include:

- A. Restoration and/or enhancement (including project monitoring and evaluation) of unique, rare or threatened habitats located on public or private lands (with protective covenants) that are included in The Regional System. Examples include (but are not limited to) Oregon white oak woodland and savanna, Geyer willow wetland, tidal freshwater wetland and riverine and stream riparian habitat;
- B. Acquisition of conservation easements, timber rights, water rights, fee simple title or other ownership interest when such acquisition is deemed to be directly related to the successful implementation of projects described in "A" above or the Metropolitan Greenspaces Master Plan;
- C. Reintroduction of extirpated species or the restoration of rare, endangered or sensitive species on components of The Regional System;
- D. Suppression, removal and/or eradication of non-native, invasive species on components of The Regional System;
- E. Environmental education which is intended to enhance public understanding and involvement in the stewardship and conservation of native fish and wildlife and the habitat which they require.

The Director for the Foundation's PNW Regional Office, Krystyna Wolniakowski, will serve as the grants manager for administering the grants, after joint approval by the Partners as set forth above.

#### **4. Term of Agreement**

This Agreement shall be effective as of the date of the last signature of the parties and shall remain in effect, except as modified or terminated in Section 8 hereof, for five (5) years if funding is available. This Agreement shall be reviewed on an annual basis, at which point the Agreement may be renewed, modified, or terminated according to the interests of the parties.

#### **5. Specific Obligations of the Partners**

The Foundation will be responsible for the following aspects of this Agreement:

- A. Establish a segregated interest bearing account within the Foundation to receive and hold the financial resources of the Fund.
- B. Serve as the fiscal agent/program manager for the Fund.
- C. Provide ongoing support and counsel for the development of projects to be funded.
- D. Fundraise and receive funds from federal, corporate, state, and private contributions in the Tri-County Metropolitan area and elsewhere, and manage these funds for the restoration and preservation of habitat and conservation education programs as described in Section 3.
- E. Participate in the establishment of a grants committee per Section 3.
- F. Assist Metro and the committee to develop proposal guidelines and requests for proposals for projects.
- G. Establish (1-2) deadlines per year for accepting proposals.

- H. Facilitate proposal review by the committee and other relevant scientific reviewers.
- I. Negotiate contracts, manage disbursements and other financial details with grantees.
- J. Provide semi-annual financial and programmatic reports to Metro and the committee.
- K. Appoint an individual, the Project Officer, who will represent the Foundation in carrying out its obligations under this Agreement.
- L. Provide funds as set forth above in Section 3, and make additional in-kind contributions of staff and marketing/promotional time as needed, consistent with the availability of staff and financial resources as determined by the Foundation.

Metro will be responsible for the following:

- A. Appoint an individual, the Project Officer, who will represent Metro Regional Parks and Greenspaces Dept., in carrying out its obligations under this Agreement.
- B. Contribute funds as set forth above in Section 3 and make additional in-kind contributions of staff and marketing/promotional time as needed, consistent with the availability of staff and financial resources as determined by Metro.
- C. Develop promotional materials for the public describing the joint program and include a link from Metro website to NFWF website.
- D. Refer other individuals, corporations, and other interested parties wishing to donate funds for urban conservation projects to the Fund.
- E. Identify key areas for project implementation.
- F. Participate in the establishment of a grants committee per Section 3.
- G. Keep the Metro Council informed of progress of the program and provide information on the Fund in its public outreach efforts to the general public as appropriate.
- H. Promote opportunities provided by the Fund to appropriate cooperators in The Regional System which may include federal, state and local governments, non-profit organizations, schools, community groups, watershed councils and private landowners.
- I. Assist with the generation of a prospective donor list and participate in the production of grant applications and donor development.
- J. Provide technical assistance, as staff resources allow, to assure the development and implementation of high quality projects.
- K. Conduct real estate negotiations and due diligence, in accordance with Metro guidelines, with respect to properties or rights to be purchased, if any, with funds from the Metro Contribution.

## **6. Names/Logos/Promotions**

With prior written approval of the other party, Metro and the Foundation may utilize the name or logo of the other party in advertising or other forms of public communication to convey the support of the other party for the Fund. Each party agrees to reproduce the other party's logo accurately and in accordance with any specifications that may be required for the promotional purposes, in accordance with such terms as the parties may specify.

## **7. Workplan and Timelines**

September 30, 2002: Final MOA signed between Metro and the Foundation  
Discussion to set up joint proposal review committee  
Establish timelines for proposal review committee meetings

October 30, 2002: Establish a segregated interest bearing account at the Foundation/finalize paperwork  
Finalize criteria for proposal reviews with Metro

December 2002: First round of proposal reviews.\*\*  
Draft a fund-raising plan to attract other donors to the Fund  
Write contracts for projects approved\*\*  
Draft press releases and other promotional materials for the Fund

January 2003: NFWF submits first quarterly report to Metro

April 2003: Submit second quarterly report to Metro

July 2003: Submit third quarterly report to Metro and submit request for renewal from Metro Council. Design new program for FY 2004.

October 15, 2003 Submit final report to Metro.

\*\*Remaining proposal review schedules will be determined by Metro/NFWF

## **8. Amendment and Termination**

Amendments to this Agreement may be proposed by either party in writing and will become effective upon being reduced to a written instrument, approved by the Metro Council and being signed by the duly authorized representative of both parties.

This Agreement may be terminated by any party upon 30 days written notice to the other party. If this Agreement is terminated, the Foundation shall return any unobligated funds donated by Metro to Metro and to any of the other donors to those donors.

## **9. Notices and Project Officers**

For the purpose of this Agreement, the following individuals shall be the Project Officers. Notices to be given hereunder shall be made in writing and may be given by delivering the same in person, by mail, or by fax. Notices shall be effective only if and when received at the address of the party to be notified.

If to Metro Regional Parks and Greenspaces Dept.:

Charles Ciecko, Director  
Metro Regional Greenspaces Parks and Greenspaces Dept.  
600 Northeast Grand Avenue  
Portland, OR 97232  
tel: 503-797-1843 fax: 503-797-1849

If to the Foundation:

Krystyna Wolniakowski, Director, PNW  
National Fish and Wildlife Foundation  
806 Southwest Broadway, Suite 750  
Portland, OR 97205  
tel: 503-417-8700 fax: 503-417-8787

Please indicate your acceptance of the terms of this Agreement by signing two originals of this letter and returning one to the Foundation.

AGREED AND ACCEPTED:

Metro Regional Services, Regional Parks and Greenspaces Dept.

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

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

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

National Fish and Wildlife Foundation

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

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

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

## **Staff Report**

CONSIDERATION OF RESOLUTION NO. 02-3220A FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ESTABLISH THE "NORTHERN WILLAMETTE VALLEY HABITAT CONSERVATION FUND" IN PARTNERSHIP WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION

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Date: August 14, 2002

Presented by: Charles Ciecko

## **BACKGROUND**

Resolution No. 02-3220 authorizes the Executive Officer to sign a Memorandum of Agreement (MOA) with the National Fish and Wildlife Foundation (the "Foundation").

The MOA will establish a joint grant establishing "Northern Willamette Valley Habitat Conservation Fund" (the "Fund") as a partnership project of the Foundation and Metro. Financial resources of the Fund will come from the Foundation, Metro, and future joint fundraising efforts. The term of the agreement is five years.

The Fund will be established to pursue specific objectives on public and/or private lands (with protective covenants) that are included in "The Regional System" as envisioned in the Greenspaces Master Plan and the Regional Framework Plan.

Specific projects that will be considered include:

1. Restoration and/or enhancement of unique rare or endangered habitats (including project monitoring and evaluation)
2. Acquisition of easements, timber rights, water rights, fee simple title, or other ownership interest when the acquisition is directly related to the success of a restoration project or the Greenspaces Master Plan
3. Reintroduction of extirpated or rare, endangered, or sensitive species
4. Suppression, removal or eradication of non-native invasive species
5. Environmental Education which enhances public understanding and involvement in the stewardship of native fish and wildlife and associated habitat

## **PARTNERSHIP ROLES**

The National Fish and Wildlife Foundation will:

1. Establish a segregated interest bearing account with the Foundation to receive and hold financial resources.
2. Serve as fiscal agent and program manager for the Fund.
3. Assist with the development of appropriate projects.
4. Participate in fundraising activities.



5. Assist with the development of a grants committee, proposal guidelines, and grants schedule.
6. Negotiate contracts, make disbursements, and manage records.
7. Provide semi-annual reports on the activities and status of the Fund.
8. Provide initial funds in the amount of \$240,000 and additional funds in the future as deemed appropriate by the Foundation.
9. Provide in-kind contributions of staff and marketing/promotional time.
10. Assist with donor development and fundraising efforts.

Metro will:

1. Identify key areas for project implementation.
2. Assist with the development of a grants committee, proposal guidelines, and grants schedule.
3. Promote opportunities provided by the Fund to cooperators in The Regional System.
4. Assist with the generation of a prospective donor list and donor development.
5. Provide technical assistance for project development and implementation.
6. Develop appropriate marketing materials for the program.
7. Provide initial funds in the amount of \$200,000 and additional funds in the future as deemed appropriate by Metro.
8. Keep the Metro Council informed on the progress and activities of the Fund.
- 9.

Note: No grants will be awarded without the specific approval of both partners.

## **ANALYSIS/INFORMATION**

### **1. Known opposition**

None.

### **2. Legal Antecedents**

#### **A. Metropolitan Greenspaces Master Plan (1992)**

The proposed MOA is consistent with, and complementary to, the following policies of the Greenspaces Master Plan:

- Policy 1.18 - "Acquire and/or protect land via purchase, gift, dedication or conservation agreement and pursue appropriate local, regional, state, federal, foundation and private funding sources in its acquisition and operations strategies."
- Policy 2.27 - "Facilitate establishment of a Greenspaces foundation, a separate, private non-profit organization dedicated to the support of Greenspaces programs and operations . . . . "
- Policy 2.33 - "Promote public appreciation and understanding of the relationship between a healthy environment and sustainable economy and encourage public involvement in natural resource management decisions."
- Policy 2.34 - "Provide mechanisms for the business community to be involved in protection of natural areas."

- Policy 2.36 - "Initiate education programs to inform the public about opportunities related to protection, restoration, or creation of greenspaces . . . . "

## **B. Regional Framework Plan (1997)**

The proposed MOA is consistent with, and complementary to, the following policies of Chapter 3 of the Regional Framework Plan:

- Policy 3.6.3 - "Metro will provide and promote opportunities for the public to engage in stewardship activities or publicly owned natural resource lands. Cooperative efforts between Metro and private and non-profit groups, community groups, schools and other public agencies should be encouraged."
- Policy 3.6.5 - "Metro and local governments should work with state, federal, non-profit and private partners to facilitate stewardship and educational opportunities on publicly owned natural resource lands."

## **C. Open Space and Streams Bond Measure (1995)**

Metro's contribution to the Fund will come from the 1995 bond measure proceeds. As such, expenditure of the funds is subject to the restrictions and limitations of the measure. The proposed MOA includes provisions which guarantee that bond funds will be expended in a manner consistent with bond measure restrictions. The use of Metro bond funds will be limited to capital expenditures consistent with the bond measure and the Open Spaces Implementation Work Plan as follows:

- The Work Plan, as amended (January 1997) provides in its definition of stabilization that "some stabilization measures will continue during the landbanking period, if initial stabilization assessment for the property purchased indicates that continued actions are necessary to prevent degradation or to avoid increased landbanking costs. Examples of such long-term stabilization measures include, but are not limited to, vegetation of the property or reforestation."
- It is anticipated that, pursuant to the MOA, Metro bond funds would be used to effect some long-term stabilization measures, such as vegetation of the property or reforestation, with the goal of improving the habitat value of certain sites acquired with Metro open space funds and in some cases recreating the more natural condition of the property that existed prior to its conversion to a more altered landscape for agricultural, housing, or other non-habitat purposes.
- Metro bond funds will not be spent for environmental education or other non-capital purposes that this partnership between Metro and the Foundation may otherwise support.

## **3. Anticipated Effects**

Approval of the MOA will create a partnership between Metro and the National Fish and Wildlife Foundation to benefit the interconnected regional system of parks, natural areas, trails, and greenways envisioned in the Metropolitan Greenspaces Master Plan and Chapter 3 of the Regional Framework Plan.

The Foundation has a long track record and reputation of nationally successful conservation projects and fundraising. The Foundation will assure that the national and regional resources of the Foundation will be available to Metro, such as full accounting and auditing of funds received.

The affiliation of Metro's Regional Parks and Greenspaces program with a nationally known foundation will enhance fundraising opportunities and provide a non-government entity to receive and manage donations.

The partnership will enhance Metro's ability to further the goals and objectives of Regional Parks and Greenspaces programs on Metro owned properties as well as properties owned by local partners. The partnership will enhance stewardship opportunities for citizens of the region.

#### **4. Budget Impacts**

The adopted budget for FY02-03 includes the \$200,000 Metro contribution to the Fund. These resources come from the 1995 bond measure.

#### **5. Outstanding Questions**

None.

#### **RECOMMENDED ACTION**

The Executive Officer recommends passage of Resolution No. 02-3220A.

Attachment No. 1  
Resolution No. 02-3220A

**Tentative Composition of Grants Committee  
Northern Willamette Valley Habitat Conservation Fund**

1. Metro Council \* (1)
2. U. S. Fish & Wildlife Service (1)
3. Oregon Department of Fish & Wildlife (1)
4. Metro Regional Parks & Greenspaces (1)
5. Local Government Natural Resources Managers (2)
6. The Nature Conservancy (1)
7. National Fish & Wildlife Foundation (Chair)
8. At Large (1)

\* If grants committee is organized prior to the end of 2002, the Council Presiding Officer shall appoint this position. If the grants committee is organized after the end of 2002, the Council President shall appoint this position.

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Total (9)

Exhibit A  
Resolution 02-3220A

**Memorandum of Agreement  
Metro Regional Services  
and  
National Fish and Wildlife Foundation  
to establish a  
“Northern Willamette Valley Habitat Conservation Fund”**

**1. Background–Purposes and Objectives**

This Memorandum of Agreement (the "Agreement") memorializes the agreement between Metro and the National Fish and Wildlife Foundation (the "Foundation") to establish a joint grant-making "Northern Willamette Valley Habitat Conservation Fund" (the "Fund"), NFWF Project #2002-0008, as a special project of the Foundation. The Fund compliments and enhances the mutually compatible conservation objectives and goals of the Foundation and Metro ("the Partners"), with its primary purpose being to expand upon existing and on-going habitat protection, restoration and conservation education efforts in the metro area of Portland, and to offer a focal point for conservation donations from other private individuals, corporations and other parties with an interest in helping these conservation efforts.

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- B. Acquisition of conservation easements, timber rights, water rights, fee simple title or other ownership interest when such acquisition is deemed to be directly related to the successful implementation of projects described in "A" above or the Metropolitan Greenspaces Master Plan;
- C. Reintroduction of extirpated species or the restoration of rare, endangered or sensitive species on components of The Regional System;
- D. Suppression, removal and/or eradication of non-native, invasive species on components of The Regional System;
- E. Environmental education which is intended to enhance public understanding and involvement in the stewardship and conservation of native fish and wildlife and the habitat which they require.

The Director for the Foundation's PNW Regional Office, Krystyna Wolniakowski, will serve as the grants manager for administering the grants, after joint approval by the Partners as set forth above.

#### **4. Term of Agreement**

This Agreement shall be effective as of the date of the last signature of the parties and shall remain in effect, except as modified or terminated in Section 68 hereof, for five (5) years if funding is available. This Agreement shall be reviewed on an annual basis, at which point the Agreement may be renewed, modified, or terminated according to the interests of the parties.

#### **5. Specific Obligations of the Partners**

The Foundation will be responsible for the following aspects of this Agreement:

- A. Establish a segregated interest bearing account within the Foundation to receive and hold the financial resources of the Fund.
- B. Serve as the fiscal agent/program manager for the Fund.
- C. Provide ongoing support and counsel for the development of projects to be funded.
- D. Fundraise and receive funds from federal, corporate, state, and private contributions in the Tri-County Metropolitan area and elsewhere, and manage these funds for the restoration and preservation of habitat and conservation education programs as described in Section 3.
- E. Participate in the establishment of a grants committee per Section 3.
- F. Assist Metro and the committee to develop proposal guidelines and requests for proposals for projects.
- G. Establish (1-2) deadlines per year for accepting proposals.

- H. Facilitate proposal review by the committee and other relevant scientific reviewers.
- I. Negotiate contracts, manage disbursements and other financial details with grantees.
- J. Provide semi-annual financial and programmatic reports to Metro and the committee.
- K. Appoint an individual, the Project Officer, who will represent the Foundation in carrying out its obligations under this Agreement.
- L. Provide funds as set forth above in Section 3, and make additional in-kind contributions of staff and marketing/promotional time as needed, consistent with the availability of staff and financial resources as determined by the Foundation.

Metro will be responsible for the following:

- A. Appoint an individual, the Project Officer, who will represent Metro Regional Parks and Greenspaces Dept., in carrying out its obligations under this Agreement.
- B. Contribute funds as set forth above in Section 3 and make additional in-kind contributions of staff and marketing/promotional time as needed, consistent with the availability of staff and financial resources as determined by Metro.
- C. Develop promotional materials for the public describing the joint program and include a link from Metro website to NFWF website.
- D. Refer other individuals, corporations, and other interested parties wishing to donate funds for urban conservation projects to the Fund.
- E. Identify key areas for project implementation.
- F. Participate in the establishment of a grants committee per Section 3.
- G. Keep the Metro Council informed of progress of the program and provide information on the Fund in its public outreach efforts to the general public as appropriate.
- H. Promote opportunities provided by the Fund to appropriate cooperators in The Regional System which may include federal, state and local governments, non-profit organizations, schools, community groups, watershed councils and private landowners.
- I. Assist with the generation of a prospective donor list and participate in the production of grant applications and donor development.
- J. Provide technical assistance, as staff resources allow, to assure the development and implementation of high quality projects.
- K. Conduct real estate negotiations and due diligence, in accordance with Metro guidelines, with respect to properties or rights to be purchased, if any, with funds from the Metro Contribution.



**6. Names/Logos/Promotions**

With prior written approval of the other party, Metro and the Foundation may utilize the name or logo of the other party in advertising or other forms of public communication to convey the support of the other party for the Fund. Each party agrees to reproduce the other party's logo accurately and in accordance with any specifications that may be required for the promotional purposes, in accordance with such terms as the parties may specify.

**7. Workplan and Timelines**

- September 30, 2002: Final MOA signed between Metro and the Foundation  
Discussion to set up joint proposal review committee  
Establish timelines for proposal review committee meetings
- October 30, 2002: Establish a segregated interest bearing account at the Foundation/finalize paperwork  
Finalize criteria for proposal reviews with Metro
- December 2002: First round of proposal reviews.\*\*  
Draft a fund-raising plan to attract other donors to the Fund  
Write contracts for projects approved\*\*  
Draft press releases and other promotional materials for the Fund
- January 2003: NFWF submits first quarterly report to Metro
- April 2003: Submit second quarterly report to Metro
- July 2003: Submit third quarterly report to Metro and submit request for renewal from Metro Council. Design new program for FY 2004.
- October 15, 2003 Submit final report to Metro.

\*\*Remaining proposal review schedules will be determined by Metro/NFWF

**8. Amendment and Termination**

Amendments to this Agreement may be proposed by either party in writing and will become effective upon being reduced to a written instrument, approved by the Metro Council, and being signed by the duly authorized representative of both parties.

This Agreement may be terminated by any party upon 30 days written notice to the other party. If this Agreement is terminated, the Foundation shall return any unobligated funds donated by Metro to Metro and to any of the other donors to those donors.

**9. Notices and Project Officers**

For the purpose of this Agreement, the following individuals shall be the Project Officers. Notices to be given hereunder shall be made in writing and may be given by delivering the same in person, by mail, or by fax. Notices shall be effective only if and when received at the address of the party to be notified.

If to Metro Regional Parks and Greenspaces Dept.:

Charles Ciecko, Director  
Metro Regional Greenspaces Parks and Greenspaces Dept.  
600 Northeast Grand Avenue  
Portland, OR 97232  
tel: 503-797-1843 fax: 503-797-1849

If to the Foundation:

Krystyna Wolniakowski, Director, PNW  
National Fish and Wildlife Foundation  
806 Southwest Broadway, Suite 750  
Portland, OR 97205  
tel: 503-417-8700 fax: 503-417-8787

Please indicate your acceptance of the terms of this Agreement by signing two originals of this letter and returning one to the Foundation.

AGREED AND ACCEPTED:

Metro Regional Services, Regional Parks and Greenspaces Dept.

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

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

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

National Fish and Wildlife Foundation

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

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

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

## **METRO NATURAL RESOURCES COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 02-3220A, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ESTABLISH "THE NORTHERN WILLAMETTE VALLEY HABITAT CONSERVATION FUND" IN PARTNERSHIP WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION

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Date: September 17, 2002

Presented by: Councilor McLain

**Committee Action:** At its September 18, 2002 meeting, the Metro Natural Resources Committee voted 3-0 to recommend Council adoption of Resolution 02-3220A. Voting in favor: Councilors Hosticka, Park and McLain

**Background:** The Greenspaces Master Plan and the Regional Framework Plan envision a regional network of parks, open spaces and trails, and the ability to protect and operate these assets for public benefit. Metro is encouraged to seek innovative means to fund these objectives, and an opportunity to do that arises through adoption of this resolution.

Resolution 02-3220 authorizes the Executive officer to sign a Memorandum of Agreement with the National Fish and Wildlife Foundation (Foundation). The Foundation is a non-profit organization established by Congress in 1984, authorized to accept appropriated federal funds to build community partnerships that fund conservation-oriented projects. The Foundation has approved a \$240,000 seed fund, the "Northern Willamette Valley Habitat Conservation Fund," to be matched by Metro by \$200,000 from the Open Spaces Bond Fund. Metro will partner with the Foundation through their Pacific Northwest Regional Office, located in Portland. Cooperative roles are spelled out in the agreement. The foundation will hold the specified funds, and others that may be raised, while a jointly agreed upon committee will make grant funding decisions.

- Existing Law: Regional Framework Plan and Open Spaces Bond Measure.
- Budget Impact: Metro is contributing \$200,000 to the fund. This amount is in the FY 02-03 adopted budget, in the Open Spaces Fund.
- Known Opposition: There is no known opposition to this resolution.

**Committee Issues/Discussion:** The resolution was first heard in committee on September 4, 2002. Charlie Ciecko, Regional Parks and Greenspaces Director, made the staff presentation and introduced Krystina Wolniakowski, director of the Pacific Northwest National Fish and Wildlife Foundation.

Three issues were raised at the September 4<sup>th</sup> meeting. First, the committee wanted clarification that any future amendment to the agreement will require Council approval. Second, more information was requested on the investment and fiscal practices of the Foundation. Third, the Committee directed that Council membership on the grants committee be specified.

On September 18, 2002, Charlie Ciecko presented the requested information to the committee. Section 8 of Exhibit A was amended to require Council approval of amendments to the agreement. Attachment #1 to the staff report was amended to specify that the grants committee will contain a Council representative. Mr. Ciecko also presented a memorandum by Jeff Tucker, specifying that the fiscal and investment practices of the Foundation were at a level equivalent to Metro's own practices.

## **Staff Report**

CONSIDERATION OF RESOLUTION NO. 02-3220 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ESTABLISH THE "NORTHERN WILLAMETTE VALLEY HABITAT CONSERVATION FUND" IN PARTNERSHIP WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION

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Date: August 14, 2002

Presented by: Charles Ciecko

## **BACKGROUND**

Resolution No. 02-3220 authorizes the Executive Officer to sign a Memorandum of Agreement (MOA) with the National Fish and Wildlife Foundation (the "Foundation").

The MOA will establish a joint grant establishing "Northern Willamette Valley Habitat Conservation Fund" (the "Fund") as a partnership project of the Foundation and Metro. Financial resources of the Fund will come from the Foundation, Metro, and future joint fundraising efforts. The term of the agreement is five years.

The Fund will be established to pursue specific objectives on public and/or private lands (with protective covenants) that are included in "The Regional System" as envisioned in the Greenspaces Master Plan and the Regional Framework Plan.

Specific projects that will be considered include:

1. Restoration and/or enhancement of unique rare or endangered habitats (including project monitoring and evaluation)
2. Acquisition of easements, timber rights, water rights, fee simple title, or other ownership interest when the acquisition is directly related to the success of a restoration project or the Greenspaces Master Plan
3. Reintroduction of extirpated or rare, endangered, or sensitive species
4. Suppression, removal or eradication of non-native invasive species
5. Environmental Education which enhances public understanding and involvement in the stewardship of native fish and wildlife and associated habitat

## **PARTNERSHIP ROLES**

The National Fish and Wildlife Foundation will:

1. Establish a segregated interest bearing account with the Foundation to receive and hold financial resources.
2. Serve as fiscal agent and program manager for the Fund.
3. Assist with the development of appropriate projects.
4. Participate in fundraising activities.

5. Assist with the development of a grants committee, proposal guidelines, and grants schedule.
6. Negotiate contracts, make disbursements, and manage records.
7. Provide semi-annual reports on the activities and status of the Fund.
8. Provide initial funds in the amount of \$240,000 and additional funds in the future as deemed appropriate by the Foundation.
9. Provide in-kind contributions of staff and marketing/promotional time.
10. Assist with donor development and fundraising efforts.

Metro will:

1. Identify key areas for project implementation.
2. Assist with the development of a grants committee, proposal guidelines, and grants schedule.
3. Promote opportunities provided by the Fund to cooperators in The Regional System.
4. Assist with the generation of a prospective donor list and donor development.
5. Provide technical assistance for project development and implementation.
6. Develop appropriate marketing materials for the program.
7. Provide initial funds in the amount of \$200,000 and additional funds in the future as deemed appropriate by Metro.
8. Keep the Metro Council informed on the progress and activities of the Fund.
- 9.

Note: No grants will be awarded without the specific approval of both partners.

## ANALYSIS/INFORMATION

### 1. Known opposition

None.

### 2. Legal Antecedents

#### A. Metropolitan Greenspaces Master Plan (1992)

The proposed MOA is consistent with, and complementary to, the following policies of the Greenspaces Master Plan:

- Policy 1.18 - "Acquire and/or protect land via purchase, gift, dedication or conservation agreement and pursue appropriate local, regional, state, federal, foundation and private funding sources in its acquisition and operations strategies."
- Policy 2.27 - "Facilitate establishment of a Greenspaces foundation, a separate, private non-profit organization dedicated to the support of Greenspaces programs and operations . . . . ."
- Policy 2.33 - "Promote public appreciation and understanding of the relationship between a healthy environment and sustainable economy and encourage public involvement in natural resource management decisions."
- Policy 2.34 - "Provide mechanisms for the business community to be involved in protection of natural areas."

- Policy 2.36 - "Initiate education programs to inform the public about opportunities related to protection, restoration, or creation of greenspaces . . . ."

## **B. Regional Framework Plan (1997)**

The proposed MOA is consistent with, and complementary to, the following policies of Chapter 3 of the Regional Framework Plan:

- Policy 3.6.3 - "Metro will provide and promote opportunities for the public to engage in stewardship activities or publicly owned natural resource lands. Cooperative efforts between Metro and private and non-profit groups, community groups, schools and other public agencies should be encouraged."
- Policy 3.6.5 - "Metro and local governments should work with state, federal, non-profit and private partners to facilitate stewardship and educational opportunities on publicly owned natural resource lands."

## **C. Open Space and Streams Bond Measure (1995)**

Metro's contribution to the Fund will come from the 1995 bond measure proceeds. As such, expenditure of the funds is subject to the restrictions and limitations of the measure. The proposed MOA includes provisions which guarantee that bond funds will be expended in a manner consistent with bond measure restrictions. The use of Metro bond funds will be limited to capital expenditures consistent with the bond measure and the Open Spaces Implementation Work Plan as follows:

- The Work Plan, as amended (January 1997) provides in its definition of stabilization that "some stabilization measures will continue during the landbanking period, if initial stabilization assessment for the property purchased indicates that continued actions are necessary to prevent degradation or to avoid increased landbanking costs. Examples of such long-term stabilization measures include, but are not limited to, vegetation of the property or reforestation."
- It is anticipated that, pursuant to the MOA, Metro bond funds would be used to effect some long-term stabilization measures, such as vegetation of the property or reforestation, with the goal of improving the habitat value of certain sites acquired with Metro open space funds and in some cases recreating the more natural condition of the property that existed prior to its conversion to a more altered landscape for agricultural, housing, or other non-habitat purposes.
- Metro bond funds will not be spent for environmental education or other non-capital purposes that this partnership between Metro and the Foundation may otherwise support.

## **3. Anticipated Effects**

Approval of the MOA will create a partnership between Metro and the National Fish and Wildlife Foundation to benefit the interconnected regional system of parks, natural areas, trails, and greenways envisioned in the Metropolitan Greenspaces Master Plan and Chapter 3 of the Regional Framework Plan.

The Foundation has a long track record and reputation of nationally successful conservation projects and fundraising. The Foundation will assure that the national and regional resources of the Foundation will be available to Metro, such as full accounting and auditing of funds received.

The affiliation of Metro's Regional Parks and Greenspaces program with a nationally known foundation will enhance fundraising opportunities and provide a non-government entity to receive and manage donations.

The partnership will enhance Metro's ability to further the goals and objectives of Regional Parks and Greenspaces programs on Metro owned properties as well as properties owned by local partners. The partnership will enhance stewardship opportunities for citizens of the region.

#### **4. Budget Impacts**

The adopted budget for FY02-03 includes the \$200,000 Metro contribution to the Fund. These resources come from the 1995 bond measure.

#### **5. Outstanding Questions**

None.

### **RECOMMENDED ACTION**

The Executive Officer recommends passage of Resolution No. 02-3220.



Attachment No. 1  
Resolution No. 02-3220A

**Tentative Composition of Grants Committee  
Northern Willamette Valley Habitat Conservation Fund**

1. Metro Council \* (1)
2. U. S. Fish & Wildlife Service (1)
3. Oregon Department of Fish & Wildlife (1)
4. Metro Regional Parks & Greenspaces (1)
5. Local Government Natural Resources Managers (2)
6. The Nature Conservancy (1)
7. National Fish & Wildlife Foundation (Chair)
8. At Large (1)

\* If grants committee is organized prior to the end of 2002, the Council Presiding Officer shall appoint this position. If the grants committee is organized after the end of 2002, the Council President shall appoint this position.

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Total (9)

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION No. 02-3220
EXECUTIVE OFFICER TO ESTABLISH "THE	)	
NORTHERN WILLAMETTE VALLEY HABITAT	)	Introduced by Mike Burton,
CONSERVATION FUND" IN PARTNERSHIP	)	Executive Officer
WITH THE NATIONAL FISH AND WILDLIFE	)	
FOUNDATION	)	

WHEREAS, Metro Council adopted the Metropolitan Greenspaces Master Plan in 1992 and the Regional Framework Plan in 1997 that envisioned a cooperative, interconnected regional system of parks, natural areas, trails and greenways for fish, wildlife and people (The Regional System); and

WHEREAS, achieving the vision of these plans will require a variety of funding strategies including donations from private citizens, foundations, and corporations; and

WHEREAS, successful fundraising efforts typically require the participation of a reputable 501(c)(3) organization; and

WHEREAS, the National Fish and Wildlife Foundation (The Foundation) is a nationally recognized 501(c)(3) non-profit organization with a long history of successful conservation projects and fundraising efforts; and

WHEREAS, the goals of the Foundation are consistent with and complementary to Metro's goals for The Regional System, creating a unique opportunity for a partnership; and

WHEREAS, a Memorandum of Agreement shown in Exhibit A details the partnership between The Foundation and Metro and establishes the "Northern Willamette Valley Habitat Conservation Fund" to benefit natural resource conservation and education activities on lands included in The Regional System; now therefore,

BE IT RESOLVED THAT

- 1) The Executive Officer is authorized to sign the Memorandum of Agreement shown in Exhibit A and to implement the provisions of the partnership agreement contained therein.
- 2) The use of Open Space, Parks and Streams bond funds in the amount of \$200,000 is authorized for eligible capital expenditures as set forth in the Memorandum of Agreement.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

Exhibit A  
Resolution 02-3220

**Memorandum of Agreement  
Metro Regional Services  
and  
National Fish and Wildlife Foundation  
to establish a  
“Northern Willamette Valley Habitat Conservation Fund”**

**1. Background–Purposes and Objectives**

This Memorandum of Agreement (the "Agreement") memorializes the agreement between Metro and the National Fish and Wildlife Foundation (the "Foundation") to establish a joint grant-making "Northern Willamette Valley Habitat Conservation Fund" (the "Fund"), NFWF Project #2002-0008, as a special project of the Foundation. The Fund compliments and enhances the mutually compatible conservation objectives and goals of the Foundation and Metro ("the Partners"), with its primary purpose being to expand upon existing and on-going habitat protection, restoration and conservation education efforts in the metro area of Portland, and to offer a focal point for conservation donations from other private individuals, corporations and other parties with an interest in helping these conservation efforts.

**2. Partner description**

A. *The Foundation* - The Foundation is a private, 501 (c)(3) non-profit organization established by an Act of Congress in 1984 (P.L. 98-244, as amended, 16 U.S.C. 3701 et seq.), to encourage, accept and administer private gifts for the benefit of, or in conjunction with, various entities to undertake and conduct such activities as will further the conservation and management of fish, wildlife and plant resources for present and future generations through creative and respectful partnerships, sustainable solutions, and better education.

The Foundation has successfully forged on-the-ground public-private partnerships with many federal agencies, state, local, and private donors to implement innovative community-based projects. To date, the Foundation has received over \$150 million in Congressional appropriations and matched it with an additional \$400 million in non-federal funds to invest in over 5,000 conservation projects nationally. Last year, the Foundation received over \$30 million in federal funds matching them with over \$60 million of non-federal funds on a project-by-project basis. The Pacific Northwest Regional Office opened in Portland in fall 2000 to better administer local partnership programs throughout the region and currently manages over 300 active grants in Alaska, Oregon, Washington and Idaho, with over 100 of these projects in Oregon.

B. *Metro Regional Services and Metro Regional Parks and Greenspaces Department* - Metro is a Metropolitan Service District organized under Article 11, Section 14 of the Oregon Constitution, ORS Chapter 268, and the Home Rule Charter as approved by voters in 1992 and amended in 2000.

Metro's Regional Parks and Greenspaces Department was established in 1994 to pursue the creation of a cooperative, interconnected regional system of parks, natural areas, trails and greenways for fish, wildlife and people as envisioned in the Metropolitan Greenspaces Master Plan (1992) and Metro's Regional Framework Plan (1997) ("The Regional System").

The Regional Parks and Greenspaces Dept. owns and manages approximately 11,000 acres of open space and regional parks throughout the three (3) county Portland Metropolitan Area which provides critical habitat for a diversity of native species, contributes to the protection of air and water quality and provides,

primarily, natural resource dependent recreation and education opportunities to approximately 1.5 million visitors annually. The department provides a wide variety of environmental education programs and has developed an aggressive volunteer program to actively engage citizens of the region in the stewardship of the region's natural resources. Much of the land managed by the dept. ( $\pm$  7,100 acres) has been acquired since 1996 with proceeds from a \$135.6 million bond measure approved by voters in 1995 ("Metro Open Spaces Bond Measure"). Acquired sites provide numerous opportunities to restore and enhance unique habitat types of the Northern Willamette Valley.

The department works closely with federal, state and local governments who own and manage components of The Regional System. Many of these sites offer unique opportunities to enhance natural resource values through cooperative restoration and enhancement projects.

**C. *Benefit of Joint Venture*** - The Foundation will assure that national and regional resources of the Foundation will be available to Metro, such as full accounting and auditing of funds received, a long track record and reputation of nationally successful conservation projects, and access to other national and local foundations/donors for funding that may not be easily accessible to Metro or its local government cooperators. Additional funds raised by the Foundation for Metro can be used to co-fund projects. The Foundation will have full responsibility for all office management/staff/and administrative aspects of grant-making, once the grants have been approved as set forth below. For the Foundation, this joint venture will assure that there is a strong local entity to assist with seeking good applicants, and conducting project reviews. By working together, both Metro and NFWF will realize many advantages not otherwise possible.

### **3. Funding; Projects; Joint Approval; Grants Manager**

The Foundation's Board of Directors has approved the Fund for up to \$400,000 for joint grants (and up to an additional \$40,000 for grants administration) at its November 2001 meeting in Tucson, AZ for habitat restoration/protection and environmental/conservation education projects related to The Regional System.

Accordingly, the Foundation will contribute up to \$240,000 to the Fund in July 2002 (from U.S. Fish and Wildlife Service funds) and Metro agrees to contribute \$200,000 of non-federal funds to the Fund at the beginning of its FY 2003 upon receipt of an invoice (the "Metro Contribution"). The parties acknowledge that Metro's financial contribution is from the 1995 Open Space, Parks and Streams Bond Measure and as such is subject to the restrictions and limitations of said measure. The Metro Contribution shall be spent only on properties acquired by Metro with proceeds from the Metro Open Spaces Bond Measure or on acquisitions of properties within "target areas" as set forth in the bond measure and implementing regulations. The Foundation will provide a final programmatic and financial report that documents the expenditures of the Fund on an annual basis, including an accounting of the expenditures of the Metro Contribution. The parties acknowledge that not more than \$40,000 (10% of the total) will be used to administer the joint program. Additional funds may be contributed by the Foundation and/or Metro to the Fund as mutually agreed upon in the future.

A joint Metro/Foundation Grants Committee will be established to assure efficient and inclusive local decision-making regarding projects to be funded. The composition and duties of this committee will be mutually acceptable to the Partners. The Grants Committee shall make a recommendation to the Partners regarding each proposed grant. The Partners shall jointly review the committee recommendation, and no grant shall be awarded without the specific approval of both Partners. The Director for the Foundation's PNW Regional Office, Krystyna Wolniakowski, shall serve as the Partner representative for NFWF, and Charles Ciecko, Metro Regional Parks and Greenspaces Department Director, shall serve as the Partner representative for Metro, in evaluating and approving grants.

Specifically, the types of projects that will be considered for support from the Fund may include:

- A. Restoration and/or enhancement (including project monitoring and evaluation) of unique, rare or threatened habitats located on public or private lands (with protective covenants) that are included in The Regional System. Examples include (but are not limited to) Oregon white oak woodland and savanna, Geyer willow wetland, tidal freshwater wetland and riverine and stream riparian habitat;
- B. Acquisition of conservation easements, timber rights, water rights, fee simple title or other ownership interest when such acquisition is deemed to be directly related to the successful implementation of projects described in "A" above or the Metropolitan Greenspaces Master Plan;
- C. Reintroduction of extirpated species or the restoration of rare, endangered or sensitive species on components of The Regional System;
- D. Suppression, removal and/or eradication of non-native, invasive species on components of The Regional System;
- E. Environmental education which is intended to enhance public understanding and involvement in the stewardship and conservation of native fish and wildlife and the habitat which they require.

The Director for the Foundation's PNW Regional Office, Krystyna Wolniakowski, will serve as the grants manager for administering the grants, after joint approval by the Partners as set forth above.

#### **4. Term of Agreement**

This Agreement shall be effective as of the date of the last signature of the parties and shall remain in effect, except as modified or terminated in Section ~~6~~8 hereof, for five (5) years if funding is available. This Agreement shall be reviewed on an annual basis, at which point the Agreement may be renewed, modified, or terminated according to the interests of the parties.

#### **5. Specific Obligations of the Partners**

The Foundation will be responsible for the following aspects of this Agreement:

- A. Establish a segregated interest bearing account within the Foundation to receive and hold the financial resources of the Fund.
- B. Serve as the fiscal agent/program manager for the Fund.
- C. Provide ongoing support and counsel for the development of projects to be funded.
- D. Fundraise and receive funds from federal, corporate, state, and private contributions in the Tri-County Metropolitan area and elsewhere, and manage these funds for the restoration and preservation of habitat and conservation education programs as described in Section 3.
- E. Participate in the establishment of a grants committee per Section 3.
- F. Assist Metro and the committee to develop proposal guidelines and requests for proposals for projects.
- G. Establish (1-2) deadlines per year for accepting proposals.

- H. Facilitate proposal review by the committee and other relevant scientific reviewers.
- I. Negotiate contracts, manage disbursements and other financial details with grantees.
- J. Provide semi-annual financial and programmatic reports to Metro and the committee.
- K. Appoint an individual, the Project Officer, who will represent the Foundation in carrying out its obligations under this Agreement.
- L. Provide funds as set forth above in Section 3, and make additional in-kind contributions of staff and marketing/promotional time as needed, consistent with the availability of staff and financial resources as determined by the Foundation.

Metro will be responsible for the following:

- A. Appoint an individual, the Project Officer, who will represent Metro Regional Parks and Greenspaces Dept., in carrying out its obligations under this Agreement.
- B. Contribute funds as set forth above in Section 3 and make additional in-kind contributions of staff and marketing/promotional time as needed, consistent with the availability of staff and financial resources as determined by Metro.
- C. Develop promotional materials for the public describing the joint program and include a link from Metro website to NFWF website.
- D. Refer other individuals, corporations, and other interested parties wishing to donate funds for urban conservation projects to the Fund.
- E. Identify key areas for project implementation.
- F. Participate in the establishment of a grants committee per Section 3.
- G. Keep the Metro Council informed of progress of the program and provide information on the Fund in its public outreach efforts to the general public as appropriate.
- H. Promote opportunities provided by the Fund to appropriate cooperators in The Regional System which may include federal, state and local governments, non-profit organizations, schools, community groups, watershed councils and private landowners.
- I. Assist with the generation of a prospective donor list and participate in the production of grant applications and donor development.
- J. Provide technical assistance, as staff resources allow, to assure the development and implementation of high quality projects.
- K. Conduct real estate negotiations and due diligence, in accordance with Metro guidelines, with respect to properties or rights to be purchased, if any, with funds from the Metro Contribution.

## **6. Names/Logos/Promotions**

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## **7. Workplan and Timelines**

September 30, 2002: Final MOA signed between Metro and the Foundation  
Discussion to set up joint proposal review committee  
Establish timelines for proposal review committee meetings

October 30, 2002: Establish a segregated interest bearing account at the Foundation/finalize paperwork  
Finalize criteria for proposal reviews with Metro

December 2002: First round of proposal reviews.\*\*  
Draft a fund-raising plan to attract other donors to the Fund  
Write contracts for projects approved\*\*  
Draft press releases and other promotional materials for the Fund

January 2003: NFWF submits first quarterly report to Metro

April 2003: Submit second quarterly report to Metro

July 2003: Submit third quarterly report to Metro and submit request for renewal from Metro Council. Design new program for FY 2004.

October 15, 2003 Submit final report to Metro.

\*\*Remaining proposal review schedules will be determined by Metro/NFWF

## **8. Amendment and Termination**

Amendments to this Agreement may be proposed by either party in writing and will become effective upon being reduced to a written instrument, approved by the Metro Council, and being signed by the duly authorized representative of both parties.

This Agreement may be terminated by any party upon 30 days written notice to the other party. If this Agreement is terminated, the Foundation shall return any unobligated funds donated by Metro to Metro and to any of the other donors to those donors.

## **9. Notices and Project Officers**

For the purpose of this Agreement, the following individuals shall be the Project Officers. Notices to be given hereunder shall be made in writing and may be given by delivering the same in person, by mail, or by fax. Notices shall be effective only if and when received at the address of the party to be notified.

If to Metro Regional Parks and Greenspaces Dept.:

Charles Ciecko, Director  
Metro Regional Greenspaces Parks and Greenspaces Dept.  
600 Northeast Grand Avenue  
Portland, OR 97232  
tel: 503-797-1843 fax: 503-797-1849

If to the Foundation:

Krystyna Wolniakowski, Director, PNW  
National Fish and Wildlife Foundation  
806 Southwest Broadway, Suite 750  
Portland, OR 97205  
tel: 503-417-8700 fax: 503-417-8787

Please indicate your acceptance of the terms of this Agreement by signing two originals of this letter and returning one to the Foundation.

AGREED AND ACCEPTED:

Metro Regional Services, Regional Parks and Greenspaces Dept.

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

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

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

National Fish and Wildlife Foundation

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

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

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



Attachment No. 1  
Resolution No. 02-3220

**Tentative Composition of Grants Committee  
Northern Willamette Valley Habitat Conservation Fund**

1. Metro Council \* (1)
2. U. S. Fish & Wildlife Service (1)
3. Oregon Department of Fish & Wildlife (1)
4. Metro Regional Parks & Greenspaces (1)
5. Local Government Natural Resources Managers (2)
6. The Nature Conservancy (1)
7. National Fish & Wildlife Foundation (Chair)
8. At Large (1)

\* If grants committee is organized prior to the end of 2002, the Council Presiding Officer shall appoint this position. If the grants committee is organized after the end of 2002, the Council President shall appoint this position.

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Total (9)