

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING FIFTH ) RESOLUTION NO. 10-4153  
ROUND FUNDING FOR NATURE IN ) Introduced by: Michael Jordan, Chief  
NEIGHBORHOODS RESTORATION AND ) Operating Officer, with the concurrence of  
ENHANCEMENT GRANTS ) 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, the Metro Council established the Nature in Neighborhoods Restoration and Enhancement grant program and appropriated \$1,250,000 in the General Fund in 2005 for the initial grants (Resolution No. 05-3580A); and

WHEREAS, The Metro Council appropriated an additional \$250,000 in the General Fund in 2007 for additional grants (Ordinance 07-1160B); and

WHEREAS, Metro adopted Ordinance No. 09-1215B approving \$92,500 in the FY 2009-010 Budget And Appropriation Schedule for a fifth round of Nature in Neighborhood Grants in Spring 2010; 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

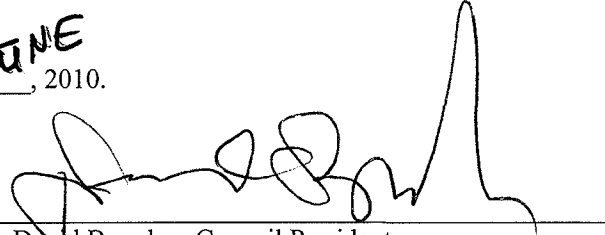
WHEREAS, by restoring and enhancing our natural areas, the region can protect our region’s clean water and the health and vitality of our watersheds and enjoy the benefits of nature in neighborhoods for years to come; and

WHEREAS, it will take concerted and sustained efforts to restore and protect the region’s wildlife habitat areas and this challenge provides 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 an example of the individual contract agreement; now therefore

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

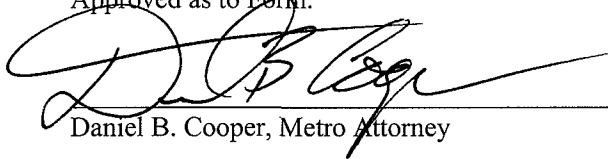
ADOPTED by the Metro Council this 3 day of JUNE, 2010.



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David Bragdon, Council President

Approved as to Form:



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Daniel B. Cooper, Metro Attorney

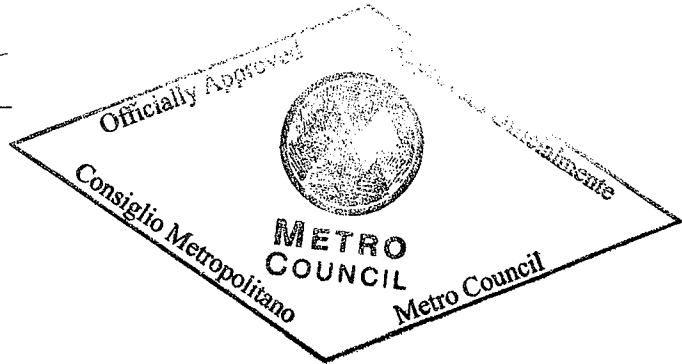


EXHIBIT A  
RESOLUTION NO. 10-4153  
NATURE IN NEIGHBORHOODS GRANT AWARD RECIPIENTS AND AMOUNTS

Audubon Society of Portland Backyard Habitat Certification Program	\$20,000
City of Durham Durham City Park Restoration and Community Education	\$15,000
City of Hillsboro Amphibians, Turtles and Fish – Oh My!	\$20,940
Columbia Slough Watershed Council Slough School Education Program	\$10,500
Friends of Tualatin River National Wildlife Refuge Watershed Connections – Linking Students to Their Land	\$25,000
Friends of Zenger Farm Soil & Water Conservation Education	\$9,354
Johnson Creek Watershed Council (JCWC) Backyard Habitat Certification in Johnson Creek Riparian Areas	\$5,000
Lower Columbia Estuary Partnership, Wilderness International Meldrum Bar Park Native Habitat Restoration and Education	\$15,011
North Clackamas Parks & Recreation District, North Clackamas Urban Watershed Council Lower Mt. Scott Creek Education and Enhancement Projects	\$23,870

# NATURE IN NEIGHBORHOODS GRANT AGREEMENT

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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."

# NATURE IN NEIGHBORHOODS GRANT AGREEMENT

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## 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.

# NATURE IN NEIGHBORHOODS GRANT AGREEMENT

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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.

# NATURE IN NEIGHBORHOODS GRANT AGREEMENT

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## **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

# NATURE IN NEIGHBORHOODS GRANT AGREEMENT

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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



Metro Contract No.:

**“ATTACHMENT A”**

Project title:  
Contractor:  
Project Coordinator:  
Fiscal Agent:  
Duration:  
Amount:  
Match required:

**SCOPE OF WORK**

The scope of work specifies the work and requirements the Contractor shall undertake as part of Metro’s Nature in Neighborhoods Restoration and Enhancement grant agreement. The original grant application (see attached Exhibit 1) sets forth the scope of work.

**PARTICIPATION IN METRO’S “REGIONAL ENVIRONMENTAL INFORMATION NETWORK (REIN)”**

Contractor shall input project into Metro’s database located online at [www.rein.org](http://www.rein.org). Website shall be populated with initial information about the project and updated when the project is completed with accurate information.

**PAYMENT**

The Contractor shall submit reimbursement request for work associated with meeting the scope of work. Reimbursement requests must be submitted at least twice annually and shall not be submitted more frequently than once a month.

Metro will pay Contractor within 30 days of receiving a complete reimbursement request that includes receipts and invoices for all work accomplished within the reporting period. To request reimbursement, the Contractor will submit the following:

- Signed Reimbursement Request Form (Exhibit 2)
- Complete program budget form (Exhibit 3)
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward the match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that Metro should know about.

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. Substitutions or changes in the project that have not been approved by Metro are not eligible for reimbursement.

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.

### **PROJECT EVALUATION/FINAL REPORT**

One copy 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 a description of the progressive steps taken to complete the project. Summary should include performance measures with outputs and outcomes specific to your project goals. (identify performance measures below)
  - a)
  - b)
  - c)
- 2) The actual total budget for the project formatted as follows
  - (a) Grant funding
  - (b) Matching contributions (products and services paid for with funds other than Metro)
  - (c) In-kind contributions (products and services donated)
  - (d) Volunteer contribution (using \$20.25 per hour to calculate value)
  - (e) Total project value
- 3) Description of the volunteer contribution to the project. Include the number of work parties, number of volunteers, total of volunteer hours, and to the extent possible a description of organizations that volunteered.
- 4) List of partners and their contribution to the project. This includes organizations that have invested more to the success of the project than just volunteering for a work party.
- 5) Photos of the project and/or activities. If the project involves restoration, photos of before, during and after shall be included.
- 6) An outline of a maintenance plan or follow-up activities needed to ensure success, if applicable.

### **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.



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

# NATURE IN NEIGHBORHOODS GRANT AGREEMENT

## REQUEST FOR RELEASE OF FUNDS

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

Grantee's Fiscal Agent: \_\_\_\_\_

Contract Number: \_\_\_\_\_ 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 Kristin Blyler 503-797-1834 (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:** \_\_\_\_\_

**2010 RESTORATION ENHANCMENT GRANT  
ITEMIZED REIMBURSEMENT FORM**

Exhibit 3

PROJECT NAME:

CONTRACT NUMBER:

DATE:

2009 AWARD	BUDGET		HISTORY		NEW PROJECT EXPENSES			
	1. APPROVED BUDGET  TOTAL PROJECT	2. APPROVED BUDGET  NIN GRANT FUNDING	3. TOTAL REIMBURSEMENT REQUESTED TO DATE  (prior to this submission)	4. GRANT FUNDS AVAILABLE  (prior to this submission)	5. REIMBURSEMENT REQUEST  PROVIDE DOCUMENTATION	6. MATCH  a. CASH                      b. IN-KIND  PROVIDE DOCUMENTATION		7. GRANT FUNDS REMAINING  (after this submission)
PERSONAL SERVICES (SALARIES & ADMINISTRATION)								
VOLUNTEER LABOR <small>(\$20.25 /hour or local rate for professional dinated services)</small>								
PROFESSIONAL SERVICES								
MATERIALS & SUPPLIES								
TRANSPORTATION & TRAVEL								
INDIRECT/OVERHEAD (only in-kind to be used for match)								
OTHER (ITEMIZE)								
SUBTOTAL						TOTAL CASH MATCH	TOTAL IN KIND MATCH	
TOTAL					TOTAL REIMBURSEMENT REQUEST [                      ]	TOTAL MATCH [                      ]		

- Personal Services/Project Admin: INCLUDE PAYROLL OR ITEMIZED HOURS/\$ PER HOUR
- Professional Services: INCLUDE SOURCE, RATES, HOURS
- Materials and Supplies: INCLUDE ITEMS, QUANTITIES, PRICES
- Transportation/Travel: ITEMIZE
- ATTACH DOCUMENTATION OF MATCH ; including volunteer logs, other funding sources, receipts, payroll

NINgrantbilling2007

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 10-4153, FOR THE PURPOSE OF APPROVING FIFTH ROUND FUNDING FOR NATURE IN NEIGHBORHOODS RESTORATION AND ENHANCEMENT GRANTS

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Date: June 03, 2010

Prepared by: Heather Nelson Kent, 503-797-1739  
Kristin Blyler, 503-797-1834

## BACKGROUND

This grant program is in its fifth year of funding hands-on, community-based projects that connect people to their local natural areas, increase watershed health and provide increased access to nature in our region's neighborhoods and beyond. In its first four years the Restoration and Enhancement Grant Program has funded 76 projects for a total of \$1.5 million. Metro grants have been matched by \$7 million from partners to support activities on the ground, in the community and in the classroom.

The program was created in 2005 when the Metro Council passed Resolution No. 05-3580A appropriating \$1,250,000 in the General Fund. The initial source of funding came from the Recovery Rate Stabilization Reserve. Of this funding, \$1,000,000 was used to fund 52 projects over two funding cycles. The Metro Council continued the program in September 2007 with the approval of Ordinance 07-1160B, transferring an additional \$250,000 for another cycle of grants to be awarded in Spring 2008, and again in 2008 when the Metro Council approved \$250,000 in the FY 2008-09 Budget and Appropriation Schedule for an additional round of Nature in Neighborhoods Grants in Spring 2009. In 2009 the Metro Council included \$92,500 in the FY 2009-2010 Budget and Appropriation Schedule to fund a fifth round of Nature in Neighborhoods grants.

The grant program has been successful at achieving stated objectives regarding engaging citizens in watershed restoration. To date the funded projects have achieved the following results:

- Leveraged \$4.70 for every \$1.00 invested by the Metro Council.
- Generated an estimated 70,000 hours of volunteer-donated time and talent.
- Engaged nearly 300 private, public, non-profit and community partners.
- Supported dozens of classrooms and thousands of students every year – many from low income neighborhoods. These students are engaged in environmental education programs and service-learning projects in their local watersheds.

A fifth round of available funding was announced in the fall of 2009 and 48 pre-applications were submitted requesting \$777,206 in grant funding. Of these proposals, 18 were invited to participate in the final grant application process. In March 2010, 15 final applications were received by the Nature in Neighborhoods team. The review committee was comprised of individuals from Metro staff as well as technical experts from partner organizations and professionals with expertise in community outreach and conservation education. The committee reviewed these applications and recommended those projects which best met the criteria and intent of the Nature in Neighborhoods grant program.

The recommended projects represent innovative community-based investments that include hands-on environmental education opportunities with a focus on low-income and underserved students, restoration projects that will impact some of our most rare species such as salmon and turtles and the engagement of

thousands of residents improving nature in neighborhoods starting in their own literal and proverbial backyards.

The total recommended award for the fifth round of funding is \$144,675. This includes \$92,500 in new funding approved by Metro Council in the FY 2009-2010 Budget and Appropriation Schedule as well as a total of \$52,175 in previously committed but unused Nature in Neighborhoods Restoration and Enhancement Grant Program funds from previous granting cycles. These projects will begin after July 1, 2010. Projects are two years in length.

## **ANALYSIS/INFORMATION**

### **1. Known Opposition**

None.

### **2. Legal Antecedents**

Resolution No. 05-3551, Metro Council Project Proposal titled "Nature in Neighborhoods".

Resolution No. 05-3574A, Establishing a Regional Habitat Protection, Restoration and Greenspaces Initiative called Nature in Neighborhoods.

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.

Ordinance No. 07-1160B, Transferring \$250,000 from the Recovery Rate Stabilization Reserve Fund for Nature in Neighborhoods Restoration Projects.

Ordinance No. 09-1215B, approving \$92,500 in the FY 2009-010 Budget and Appropriation Schedule for an additional round of Nature in Neighborhoods Restoration and Enhancement grants.

### **3. Anticipated Effects**

This Resolution approves the fifth 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 start date on or after July 1, 2010. Projects are for two years in length.

### **4. Budget Impacts**

This Resolution authorizes award of contracts in an amount previously identified by Council in the budget for this purpose. Sufficient appropriation authority has been included in the current fiscal year budget and in the approved FY 2010-11 budget for these expenditures, including holding amounts in reserve for expenditures anticipated in future fiscal years.

## **RECOMMENDED ACTION**

The Chief Operating Officer recommends adoption of Resolution No. 10-4153.