

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 92-1552
AN EXEMPTION TO METRO CODE)	
CHAPTER 2.04.041(c), COMPETITIVE)	INTRODUCED BY RENA CUSMA,
BIDDING PROCEDURES, AND)	EXECUTIVE OFFICER
AUTHORIZING A SOLE-SOURCE)	
CONTRACT WITH OREGON GRADUATE)	
INSTITUTE OF SCIENCE AND TECHNOLOGY))	
FOR COORDINATION SERVICES FOR)	
THE GREENCITY DATA PROJECT)	

WHEREAS, there is no other educational institution in the Metro region that serves students in grades 6 - 12 throughout the area covered by the Metropolitan Greenspaces Program; and

WHEREAS, the GreenCity Data Project requires involvement from students, schools, and resource agencies in four counties and two states; and

WHEREAS, the ability to cross school district and state lines is critical to the success of coordination of the GreenCity Data Project; and

WHEREAS, the Oregon Graduate Institute of Science and Technology's Saturday Academy is the only educational agency in Metro's region able to match the requirements needed for Project coordination; and

WHEREAS, it is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and

WHEREAS, the awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contracting agency; now, therefore,

BE IT RESOLVED

The Contract Review Board hereby exempts the attached Contract No. 902212 to the Oregon Graduate Institute of Science and Technology from the competitive bidding requirement pursuant to Metro Code Chapter 2.04.060.

ADOPTED by the Contract Review Board of the Metropolitan Service District this 23rd day of January, 1992.



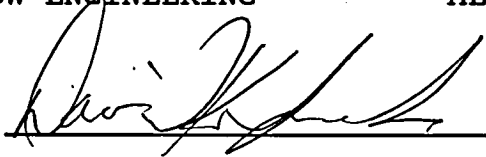
Jim Gardner, Presiding Officer

5. That this Agreement may be amended only by the written agreement of both parties.

FETROW ENGINEERING

METROPOLITAN SERVICE DISTRICT

By:



By:



Date:

1/30/92

Date:

12-24-91

DB
11/25/91
persserv.cont.

Contract No. 902212

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of December, 1991, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and OREGON GRADUATE INSTITUTE OF TECHNOLOGY AND SCIENCES/SATURDAY ACADEMY, hereinafter referred to as "CONTRACTOR", for the period of January 15, 1992 through June 15, 1992, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To provide adequate insurance to cover the project as outlined in the Scope of Work and to indemnify, protect, defend and hold harmless Metro and its officers, divisions, agents, employees, and members, from any and all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

4. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 665.017 as required by 1989 Oregon Laws Chapter 684.

5. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

6. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

7. To comply with any other "Contract Provisions" attached hereto as so labeled; and

8. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the

compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of FIFTEEN THOUSAND AND NO/100THS (\$15,000.00) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to

date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

OREGON GRADUATE INSTITUTE
OF TECHNOLOGY & SCIENCES/
SATURDAY ACADEMY

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Attachment A
Scope of Work

I. Project Description

A. Project Summary

An integral part of the Metropolitan Greenspaces Program is the collection of information about the characteristics and field conditions of various natural areas sites. Of the 6400 sites mapped from aerial photographs, just under 300 have been inventoried to date; a computerized data base has been set up to store and track this field data. Through the GreenCity Data Project, we will involve student and community teams in data collection at additional sites, providing students an important and unique educational opportunity while they provide the Metropolitan Greenspaces Program additional input into the data base for use in identifying a regional natural areas and open space system and for monitoring changes in ecosystem health over time.

The geographic scope of the project includes the four-county region: Clackamas, Multnomah, Washington, (OR) and Clark County (WA). Organizations that have expressed interest in being involved in support of the GreenCity Data Project include: Metro (Metropolitan Greenspaces), the Oregon Graduate Institute of Science and Technology (Saturday Academy), the Audubon Society of Portland, Friends and Advocates of Urban Natural Areas, Portland State University (Center for Urban Studies, Department of Geography, Division of Continuing Education), and the City of Portland Parks Bureau.

B. Overall Project Goal

The overall goal of the GreenCity Data Project is to develop a pilot project for middle school and high school students that will involve them in the Metropolitan Greenspaces Program while providing a unique and tangible educational experience. These students will participate with a teacher or a specially trained adult to increase environmental awareness, foster a sense of ownership in local natural areas, and facilitate active involvement in urban environmental issues.

C. Project Objectives and Tasks

Working in close conjunction with Metropolitan Greenspaces staff and the above-listed institutions, Oregon Graduate Institute (OGI)/Saturday Academy will coordinate the following major project objectives and related tasks:

1. Preparation of materials to be used by participants to survey designated areas. This effort will involve modification of procedures used by the professional inventory biologists in the Metropolitan Greenspaces program, so that the level of technical expertise and detail required to provide quality data will be met. This will ensure that the data collected by the students will provide valuable information useful in the analysis of the sites in the Metropolitan Greenspaces system.

2. Provision of background and training for participants, which will include middle and high school students, educators, community leaders, and parents. Information provided in the background and training will cover the use of color infrared aerial photography for delineating natural areas; key characteristics of the natural environment, observation techniques, identification of common plants and animals, and data-recording techniques; and the use of computers for data collection, entry and analysis.

3. Conducting an inventory of selected sites. Teams of students will perform field mapping and data collection in the field, using a standard data collection sheet. Data collected from different sites will be compared and contrasted.

4. Preparation of results of field survey for entry into Greenspaces data base and for dissemination to other participants in the Greenspaces program, schools, and the general public. Data collected will be entered into the computer in a form usable by the Greenspaces data base. Participants will determine an appropriate way to share findings with other students, teachers, parents, and the general public. Materials such as poster displays, computer print-outs, videotapes, etc. may be produced and used for presentation at a student-organized conference.

In addition, an on-line communication system will be set up to allow students to share their work via electronic mail and to access more sophisticated computer applications at Portland State University and the Oregon Graduate Institute. The network will provide for communication among students from a range of experience and socioeconomic backgrounds.

5. Organization of a student-led GreenCity Data Conference. Student participants will be provided the opportunity to make a presentation at a conference to be attended by all participants, parents, teachers, and community leaders.

6. Preparation of a final evaluation of the project, its processes, and materials. A full review of the scope, its participants, materials, and resources will be undertaken and a final evaluation and report sent to Metropolitan Greenspaces so that future projects and curriculum materials can be planned and prepared. All materials prepared as a part of this project become the property of Metro.

II. Updates and Briefings

Metro will be provided with progress reports on a regular basis, both in the form of written status reports and verbal briefings. Copies of materials produced and information gathered by OGI/Saturday Academy in the role of "project coordinator" will be provided Metro as a part of these periodic updates.

A. Personnel

The principal coordinator for the GreenCity Data Project contractor will be Gail Whitney, Director of the Oregon Graduate Institute's Saturday Academy. In addition to the overall project supervision, she will have direct responsibility for any subcontracting required in the project and for oversight of the progress and quality of work performed by these subcontractors and the student teams.

The primary Metro contacts will be Ellen Lanier-Phelps (Senior Regional Planner) and Patrick Lee (Regional Planning Supervisor), personnel from the Planning and Development Department.

B. Schedule of Progress Reports

On the 15th of each month Metro will receive a memo describing progress to date, significant problems, questions or challenges encountered, and anticipated progress over the next one month period. At the completion of each major task there will be a detailed briefing given Greenspaces education staff.

III. Project Products

A. Metro shall receive a set of copies of all materials produced as a part of the design, training, and implementation of this project. Data collected and entered into the Metropolitan Greenspaces database will become an integral part of that program and will be delivered to Metro. Copies of the presentation materials produced by the student teams for use in the final conference will also be available to Metro for use in its Metropolitan Greenspaces Program and for use with future GreenCity Data projects. A detailed historical file will be kept by the contractor on the GreenCity Data Project and provided to Metro Planning and Development staff, so that the project can serve as a pilot for future programs of the same sort.

Attachment B

Project Budget/Terms of Payment

1. Total costs shall not exceed \$15,000.
2. A payment for 50% of the contract shall be made to the Oregon Graduate Institute of Technology and Sciences/Saturday Academy Program within twenty-one business days following the signing of this contract. An additional 25% of the contract shall be paid on April 15th, 1992. Following conclusion of the field studies and entry of the field data into the computer system, all aspects of which must be approved by Metro as to meeting the terms of this Agreement as described in Attachment A, the final 25% payment shall be made.
3. This agreement is in effect during the period January 15, 1992 through June 15, 1992. Final documents and products from the project will be presented to Metro at this time.
4. Payments shall be sent to:

Oregon Graduate Institute of Science and
Technology/Saturday Academy Program
19600 NW Von Neumann Drive
Beaverton, OR 97006



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO: 902212 BUDGET CODE NO: 142 132221-524190-49352
 FUND: PLANNING & DEVELOPMENT DEPARTMENT: PLANNING & DEVELOPMENT (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

REGIONAL FACILITIES

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —

DEC 11 '91

- SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
- UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
- OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
- OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.

- R. F. Director
- Admin. Sec
- Procurement Off
- Contract Admin
- Construction Mgr
- Labor Manager
- Building Mgr
- Fac. Plan. Mgr

- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT DEMO CLASSES WITH MIDDLE SCHOOL STUDENTS
GREENSPACES ENVIRONMENTAL EDUCATION - USEFW GRANT

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES METRO AND OREGON GRADUATE INSTITUTE OF TECHNOLOGY, SCIENCE & ACAD

5. EFFECTIVE DATE 1-15-92 TERMINATION DATE 6-15-92
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 15,000.00
 PREV. AMEND 0
 THIS AMEND 0
 TOTAL \$ 15,000.00

7. BUDGET INFORMATION
 A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1991-92 \$ 15,000.00
 B. BUDGET LINE ITEM NAME MISC PROF SVCS AMOUNT APPROPRIATED FOR CONTRACT \$ 15,000.00 * (see over)
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF 11-24, 1991 \$ 782,500

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)
 SUBMITTED BY N/A \$ _____ MBE
 SUBMITTED BY _____ \$ _____ MBE
 SUBMITTED BY _____ \$ _____ MBE

9. NUMBER AND LOCATION OF ORIGINALS _____

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE

B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO

11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____

12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO

13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE

TYPE OF BOND _____ AMOUNT \$ _____

TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

NAME _____ SERVICE _____ MBE

15. IF THE CONTRACT IS OVER \$10,000

A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?

YES NO

B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?

YES DATE _____ INITIAL _____

16. COMMENTS:

BUDGETED AS PART OF FED. GRANT BUT NOT BUDGETED TO THIS DETAIL IN FY 91-92 BUDGET.

SCHOOL RECEIVES WIDE BASE OF FUNDING, INCLUDING FEDERAL, AND HAS A STRONG OUTREACH PROGRAM FOR POTENTIAL STUDENTS AMONG ALL LEVELS OF THE ECONOMY.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

[Signature]
DEPARTMENT HEAD

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

1. _____
COUNCILOR

2. _____
COUNCILOR

3. _____
COUNCILOR

COUNCIL REVIEW
(IF REQUIRED)

DATE _____

FISCAL REVIEW

[Signature]
BUDGET REVIEW

12-31-91

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

TRANSPORTATION AND PLANNING COMMITTEE REPORT

RESOLUTION NO. 92-1552, Authorizing an Exemption to Metro Code Chapter 2.043.041(C), Competitive Bidding Procedures, and Authorizing a Sole-Source Contract with Oregon Graduate Institute of Science and Technology for Coordination Services for the GreenCity Data Project

Date: January 15, 1992

Presented by: Councilor Devlin

COMMITTEE RECOMMENDATION: At the January 14, 1992 Transportation and Planning Committee meeting, Councilors Buchanan, Gardner, McLain and myself voted 4 to 0 to recommend Council adopt Resolution No. 92-1552. Councilor Bauer was excused.

COMMITTEE DISCUSSION/ISSUES: Ellen Lanier-Phelps, Planning and Development Department, presented Resolution No. 92-1552 which approves a sole-source contract with the Oregon Graduate Institute of Science and Technology. Under the contract, the institute would coordinate the educational efforts of the GreenCity Data Project. This is the first major environmental education effort under Metro's Greenspaces program. Ms. Lanier-Phelps noted the Institute is the sole qualified provider of the required coordinating services, serving students in all four counties involved (Clark County in Washington; Clackamas, Multnomah and Washington Counties in Oregon).

Contract funding of \$15,000 comes from the Metropolitan Greenspaces grant from the U.S. Fish and Wildlife Service.

The Committee did not have any questions or concerns about the resolution and unanimously recommended its adoption by Council.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1552 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(c), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH OREGON GRADUATE INSTITUTE OF SCIENCE AND TECHNOLOGY FOR COORDINATION OF METROPOLITAN GREENSPACES PILOT EDUCATIONAL PROGRAM, THE GREENCITY DATA PROJECT

Date: December 5, 1991

Presented by: Ellen Lanier-Phelps

FACTUAL BACKGROUND AND ANALYSIS

The Metropolitan Greenspaces Program has identified environmental education and public involvement in regional urban natural areas and open spaces as priority areas for action. An integral part of the Greenspaces Program is the collection of information about the various characteristics and field conditions of various natural areas sites, a process that to date has been undertaken by trained biologists on contract to Metro.

Through the GreenCity Data Project, middle and high school students will participate with a teacher or specially trained adult in the collection of additional data on targeted Greenspaces sites, its analysis and input into the already begun Greenspaces database, and in information sharing with other students and community members of lessons learned and insights gained. The Project will allow Metro to increase environmental awareness amongst students and schools, foster a sense of ownership in local natural areas, and facilitate active involvement in urban environmental issues.

The geographic scope of the Metropolitan Greenspaces Program encompasses four counties (Clackamas, Multnomah, Washington, and as well as Clark County, Washington) and involves a cooperative network of agencies, jurisdictions, and individuals. A coordinating contractor is needed to ensure fulfillment of all objectives and tasks related to the schools, students, and sites involved in the project located in different parts of the region.

The success of this education program will require technical assistance and help with site accessibility issues by a collaboration of groups including the Audubon Society of Portland, Friends and Advocates of Urban Natural Areas, Portland State University (through its Center for Urban Studies, Department of Geography, and Division of Continuing Education) and the City of Portland (Parks Bureau). Metro staff will work with a local project manager from the Oregon Graduate Institute of Science and Technology (through its Saturday Academy) in coordination of the agencies and student groups involved in the Project. The Project will be completed by June 15th, 1992.

Sole-Source Justification

The Saturday Academy, located at the Oregon Graduate Institute of Science and Technology is the only educational institution specializing in teaching students in grades 6 - 12 in all of the four counties involved. Saturday Academy can cross school district and state lines in seeking student and teacher participation, as well as be able to provide the coordinating guidance to other agencies involved in the data collection and analysis.

Budget Impact

Funding for the GreenCity Data Project comes from the Metropolitan Greenspaces grant from the U.S. Fish and Wildlife Service. A total of \$15,000 has been allocated for this Project. This \$15,000 will be matched in time, services, or dollars by Oregon Graduate Institute's Saturday Academy and the other agencies assisting with the Project.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1552.

PLANNING AND DEVELOPMENT DEPARTMENT

2/6

Paulette,

Here is the copy
of the signed signature
page for the Personal
services agreement with
Fetrow Engineering.

Contract No. 902213

Thank you,

Rosemary

METRO

2000 SW First Ave.
Portland, OR 97201-5398
(503) 221-1646 Fax: (503) 273-5585