

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF FUNDING SECOND-YEAR) RESOLUTION 94-1908A
METROPOLITAN GREENSPACES EDUCATION)
GRANTS PROGRAM) Introduced by Rena Cusma,
) Executive Officer

WHEREAS, On July 23, 1992, through Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan; and

WHEREAS, The Metropolitan Greenspaces Master Plan outlines a commitment to coordinating, interpreting and expanding community knowledge about urban natural resources and sites by working with local school districts, conservation and resource agencies, citizens groups and other providers of environmental education programs; and


WHEREAS, On December 22, 1992, through Resolution No. 92-1720, the Metro Council established Metropolitan Greenspaces Education Grant Program guidelines and funding criteria; now, therefore,

BE IT RESOLVED,

1) That the Metro Council hereby approves the recommendation of the Metropolitan Greenspaces Education Grant Review Committee by funding sixteen (16) grants totaling \$59,000 (Exhibit A).

2) That the Metro Council hereby authorizes the Executive Officer to execute agreements with the grantees consistent with the Metropolitan Greenspaces Environmental Education Grants Program (Exhibit B).

ADOPTED by the Metro Council this 10th day of March, 1994.



Judy Wyers, Presiding Officer

EXHIBIT A

1993-94 Environmental Education Grant Awards

APPLICANT	\$ REQUEST	PROJECT	COMMITTEE RECOMMENDATION	PARTNERS
Wilsonville Primary School	\$2,800	Habitat Enhancement and Monitoring	\$2,800	ODF&W, City of Wilsonville, Bosky Deli, and Freeze Frame
Portland State University - Portland Education Network	\$7,996	PSU/Roosevelt H.S. Environmental Path	\$4,345	Portland Education Network, Portland Parks, Roosevelt High School, Metro, and Friends of Smith & Bybee Lakes
CE Mason School	\$4,836	Baseline Data	\$4,000	Textronix and the City of Beaverton
City of Vancouver	\$4,230	Backyard Wildlife Manual	\$4,230	WSU Master Gardeners, Clark Co. Environmental Information Center, and <u>The Columbian</u>
Merlo Station Community School	\$7,760	Interpretive Boardwalk of Nature Park	\$5,060	THPRD, USA, and OGI
West Sylvan Middle School	\$3,455.06	Monitor Wetland Enhancement Project	\$3,000	Catlin Gabel School and PTSA
The Berry Botanic Garden	\$2,045	Puppet Show	\$2,045	Hoyt Arboretum and Leach Botanical Garden

Volunteers of America	\$3,750	Preschool Water Experience Curriculum	\$3,000	Jackson Bottom and OMSI
Jackson Bottom Wetlands Preserve	\$5,950	Two-Hour Field Program	\$3,500	Wash. Co. ESD, USA, and Friends of Smith & Bybee Lakes
Irvington School	\$8,000	Urban Water Cycle Program	\$4,000	Mt. Hood Forest, PTA, and Portland Water
Oregon Trout	\$7,150	Salmon Watch Sponsor	\$4,000	ODF&W, Mult Co, PGE, and Mt. Hood Forest
Friends of Laurelhurst Park	\$520	Botanical Identification	\$520	Portland Parks, Portland Public Schools, and Glencoe PTA
Milwaukie High School	\$7,899	JCC Park Restoration	\$3,200	Portland Parks, BES, and ODF&W
Saturday Academy	\$8,000	Teacher Training	\$4,000	Oregon Parks and Oregon Education
Oregon Museum of Science and Industry (OMSI)	\$8,000	Greenspaces Guide	\$6,000	Mult Co ESD and Washington Co ESD
The Fernhill Wetlands Council	\$6,000	Wetland Instruction	\$5,300	Pacific University, USA and City of Forest Grove
TOTAL \$ AMOUNT	\$88,391.06		\$59,000	

EXHIBIT B

Project: Greenspaces Education

Contract No. _____

CONTRACTUAL AGREEMENT

Greenspaces Education Grant

This Agreement, dated this _____ day of _____, 199_, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period _____, 199_, to _____, 199_.

W I T N E S S E T H:

WHEREAS, Metro and Recipient have mutual interests in the accomplishment of a specific demonstration project to encourage environmental awareness and educate citizens about the regional nature of greenspaces through coordinated programs of information, technical advice, interpretation, and assistance (hereinafter referred to as "Project"), desire to jointly participate in that Project, and have agreed on the Scope of Work for said Project as outlined in Attachment "A" included herein; and

WHEREAS, Metro has received a grant from the U.S. Fish and Wildlife Service and a portion of said grant has been set-aside for education grants; and

WHEREAS, Metro and Recipient have agreed that this Project will be funded no more than fifty percent (50%) by Metro through those grant funds and by at least fifty percent (50%) funding by Recipient, either through cash or in-kind contributions;

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

1. Project Declaration:

Metro hereby approves the Project proposal and authorizes Recipient to proceed with the Project in accordance with the Scope of Work included as Attachment "A."

2. Funding:

The total estimated cost of the Project is _____ AND NO/100sDOLLARS (\$____.00) with Metro's participation limited to the lesser of _____ AND NO/100s DOLLARS (____.00) or FIFTY PERCENT (50%) of actual Project cost. The Recipient shall in the first instance, pay all the costs of the Project and then request reimbursement upon completion of the Project. Upon receipt of an invoice from Recipient, Metro shall submit said costs to U.S. Fish and Wildlife Service for reimbursement. Upon receipt of said funds, Metro will issue payment to Recipient. Detailed terms of the arrangements are set forth in Attachment "B" of this Agreement.

3. Funding Limitation:

Metro through the above cited grant from the U.S. Fish and Wildlife Service has established this Agreement with the sole purpose of promoting the Greenspaces Program through funding of this community Project. Therefore, while accepting a leadership role, Metro neither intends nor accepts any direct involvement in this Project which can or could be construed to result in supervisory responsibility during the course of construction, and upon completion of the Project there will be no further obligations on the part of Metro and U.S. Fish and Wildlife Service.

4. Funding Requirements:

Recipient agrees to comply at all times with provisions of the Greenspaces Restoration Grant between U.S. Fish and Wildlife Service, U.S. Department of the Interior and Metro, which appear as Attachment "C" to this Agreement and by this reference are made a part hereof.

5. Situs:

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply to this contract, and all statutory, charter and ordinance provisions that are applicable to public contracts in the state of Oregon shall be followed with respect to this contract.

6. Funding Declaration:

Recipient will document on-site, on final products and/or through visual presentations that partial funding came from the Greenspaces Program of Metro and the U.S. Fish and Wildlife Service.

7. Indemnification:

Recipient shall indemnify Metro and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property

damage, arising out of or in anyway connected to the tortuous acts of the Recipient's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement.

Metro shall indemnify Recipient and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in anyway connected to the tortuous acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS Chapter 30.

8. Termination for Cause:

Metro may terminate this Agreement in full, or in part, at any time before the date of completion, whenever Metro determines, in its sole discretion, that Recipient has failed to comply with the conditions of this Agreement and is therefore in default. Metro shall promptly notify Recipient in writing of that determination and document such default as outlined hereinbelow.

In this, and all instances, Metro shall only reimburse Recipient to the extent of federal reimbursement for the completion of the project. If there is no federal reimbursement for an incomplete project, Recipient will receive no reimbursement.

9. Documentation of Default:

Recipient shall be deemed to be in default if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired.

Prior to termination under this provision, Metro shall provide Recipient with written notice of default and allow Recipient thirty (30) days within which to cure the defect. In the event Recipient does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for cause. Recipient shall be notified in writing of the reasons for the termination and the effective date of the termination.

Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

If, after notice of termination, Metro agrees or a court finds that Recipient was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of Recipient, Metro may allow Recipient to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Recipient shall be as outlined hereinbelow.

10. Joint Termination for Convenience:

Metro and Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement.

Upon termination under this provision, Recipient shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs subject to the inherent limitation that Metro shall only be responsible to Recipient to the extent, if any, of federal reimbursement.

Within thirty (30) days after termination pursuant to this provision, Recipient shall submit an itemized invoice(s) for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by Recipient.

Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Recipient can to Metro's full satisfaction show good cause beyond the Recipient's control for the delay.

11. Documents are Public Property:

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property.

12. Project Records:

Comprehensive records and documentation relating to the Scope of Work and all specific tasks involved in the Project shall be maintained by Recipient.

Recipient shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

13. Audits, Inspections, and Retention of Records:

Metro, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of Recipient's records with respect to all matters covered by this Agreement. Such representatives 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 Agreement.

All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by Metro and Recipient and all of its contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the Project may be made on the basis of an audit or other review. Any funds paid to Recipient in excess of the amount to which Recipient is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by Recipient to Metro.

14. Copyright, Patent Rights, Trademarks, and Trade Secrets:

Recipient shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by Recipient or infringements caused by Recipient.

Metro shall hold Recipient harmless, indemnify and pay the entire cost of defending any claim or suit brought against Recipient for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

15. Law of Oregon:

This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon.

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 provisions were a part of this Agreement including, but not limited to, ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Recipient and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

16. Assignment:

Recipient may not assign, delegate, or subcontract for performance of any of its responsibilities under this Agreement without prior written consent from the Metro representative.

17. Severability:

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

18. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, hereby acknowledges that Recipient has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

RECIPIENT'S NAME

METRO

Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Date

Date

s:\pd\cont\941903_

Project: Greenspaces Education Contract
No. _____

ATTACHMENT "A"

SCOPE OF WORK

1. _____'s application for Greenspaces education funds, Exhibit 1 hereto, outlines the specific tasks to be carried out.
2. The work activities which are covered under this Greenspaces Education Grant may be carried out during the period: _____, 199_, to _____, 199_.
3. All tasks and program activities funded by this Greenspaces Education Grant are subject to Metro and U.S. Fish and Wildlife Service audit.
4. Recipient agrees to carry out the items outlined in Exhibit 2 hereto.

Metro Contract No. _____

Project: Greenspaces Education
Contract No. _____

ATTACHMENT "B"

BUDGET AND METHOD OF PAYMENT

1. Funds which are reimbursable shall not exceed \$____.00.
2. A 50 percent local match is required (cash or in-kind).
3. Recipient may bill Metro on a quarterly basis or at the completion of the Project. It will take approximately sixty (60) business days for Metro to transfer funds to the Recipient. Metro must bill and receive full payment from the U.S. Fish and Wildlife Service prior to a corresponding payment to Recipient.
4. Prepare all billings by completion, execution and submission of the standard form(s) attached.
5. All payments are subject to audit(s) by Metro and U.S. Fish and Wildlife Service.
6. Promptly provide Metro's Accounting Division with a copy of any subsequent single audit report for this Project as required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

Metro Contract No. _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1908A, FOR THE PURPOSE OF FUNDING SECOND-YEAR METROPOLITAN GREENSPACES EDUCATION GRANTS PROGRAM

Date: 22 February 1994

Presented by: Ron Klein

PROPOSED ACTION

Resolution No. 94-1908A requests the expenditure of \$59,000 for the funding of sixteen (16) second-year Metropolitan Greenspaces grants for education programs in support of relevant goals in the Metropolitan Greenspaces Master Plan.

BACKGROUND AND ANALYSIS

On December 22, 1992, the METRO Council passed Resolution No. 92-1720 establishing the Metropolitan Greenspaces Education Grant Program, its guidelines, and funding criteria. In the first year, thirteen (13) grants totalling \$45,740 were awarded through a competitive committee review process.

Education grant funds (up to \$54,260) are available for a second-year round of awards supported through the U.S. Fish & Wildlife Service Metropolitan Greenspaces grant to METRO. An additional \$10,000 in excise tax revenue is allowed by the Council in FY 93-94 for educational purposes. In September 1993, over 600 second-year grant announcements were sent to schools, appropriate nonprofit groups, and natural resource agencies in the metropolitan area. Fifty (50) grant applications were requested in response to the announcement of which twenty-one (21) completed applications were received by the November 15, 1993 deadline.

A Metropolitan Greenspaces Education Grant Committee (Attachment A) evaluated the applications based on guidelines and funding criteria established in Resolution No. 92-1720 (Attachment B). Of the 21 applications submitted requesting \$116,994, the committee recommended funding 16 projects totaling \$59,000. Grantees were given notice of the recommended funding level for their grant proposal on December 17, 1993.

The recommended proposals feature projects that are regionally distributed, including Clark County, Washington and involve a variety of hands-on, innovative greenspace activities for students and teachers. A minimum of three partners and at least a 1:1 match of grant funds is reflected in each proposal to maximize cost effectiveness and scope of the projects. Each grantee will enter into a contractual agreement with METRO, subject to approval of Resolution No. 94-1908A.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-1908A.

**METROPOLITAN GREENSPACES
SECOND-YEAR EDUCATION SMALL GRANTS PROGRAM
REVIEW COMMITTEE**

Sandi Hansen
METRO Council
600 N.E. Grand Avenue
Portland, OR 97232
797-1555

Pat Lee
METRO Regional Parks & Greenspaces
600 N.E. Grand Avenue
Portland, OR 97232
797-1739

Rex Ettlin
Multnomah County ESD
7024 S.E. Pine Street
Portland, OR 97215
255-4868

Steve Wille
U.S. Fish & Wildlife Service
2600 SE 98th Ave, Suite 100
Portland, OR 97266
231-6179

Donna Parsons
Meyer Memorial Trust
1515 SW 5th Avenue, Suite 500
Portland, OR 97201
228-5512

Pat Goodrich
7542A SW Barnes Road
Portland, OR 97225
297-9016

Jane McNab Dow
1707 N.W. 65th Street
Vancouver, WA 98663-1018
(206) 260-5148

John Scott
4400 S.W. 78th
Portland, OR 97225
292-4838

Please rate applicants on each factor, using a value of between 1 and 5 as your score, with 5 being the highest rating:

Educational Content/Values (total points possible: 30)

- 1. ecological concepts, relationship to urban ecosystems
- 2. relevance to Metropolitan Greenspaces program goals
- 3. significance, meeting specific environmental education needs
- 4. interdisciplinary nature or possibilities
- 5. measurable educational objectives

Rating Score
____ X 2 = ____
____ X 1 = ____
____ X 1 = ____
____ X 1 = ____
____ X 1 = ____

TOTAL POINTS _____

Delivery/Implementation Approach (total points possible: 30)

- 1. creativity, innovation
- 2. hands-on application
- 3. ability to reach diverse audiences
- 4. long-term sustainability of project

____ X 2 = ____
____ X 2 = ____
____ X 1 = ____
____ X 1 = ____

TOTAL POINTS _____

Qualifications of Partners (total points possible: 20)

- 1. ability to carry out proposed project
- 2. ability to complete project in time frame
- 3. relevance to mission and goals of applicants
- 4. staff experience as environmental education providers

____ X 1 = ____
____ X 1 = ____
____ X 1 = ____
____ X 1 = ____

TOTAL POINTS _____

Financial Qualifications (total points possible: 20)

- 1. cost-effectiveness of project
- 2. realistic budget
- 3. at least 1:1 value match to grant funds
- 4. level of commitment of partners

____ X 1 = ____
____ X 1 = ____
____ X 1 = ____
____ X 1 = ____

TOTAL POINTS _____

Combining the total points from each section, the OVERALL APPLICANT SCORE is _____

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1908A, FUNDING SECOND-YEAR METROPOLITAN GREENSPACES EDUCATION GRANTS PROGRAM

Date: March 9, 1994

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its March 2, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Council adoption of Resolution No. 94-1908A. Voting in favor were Councilors Hansen, McFarland, Moore, and Washington. Councilor Gates was absent.

COMMITTEE DISCUSSION/ISSUES: Senior Regional Planner Ron Klein presented the staff report. He said the resolution would authorize the awarding of \$59,000 in grants to specific groups for specific projects, based on recommendations of the grant committee. He added that there was an amendment proposed to the resolution, which merely put the various attachments and exhibits in proper order.

Councilor Moore pointed out that up to \$64,260 is authorized for this grant program in the 1993-94 budget, but only \$59,000 is recommended for award. Mr. Klein said the lower amount represents those applications that met the criteria set for the program, which emphasizes hands-on learning. Councilor Moore noted that of the total available, \$54,260 is from a U.S. Fish & Wildlife grant, and \$10,000 is excise tax money. She asked how the funds were proposed to be spent, based on the sources. Mr. Klein said all the grant money will be spent, with the remaining \$4,740 being excise tax funds. In response to a question from Councilor Moore, Planning and Capital Development Manager Pat Lee said the remaining \$5,260 is uncommitted, and would either be available for projects this fiscal year or carried over into next fiscal year as part of the beginning balance in the General Fund. He added that the remaining \$5,260 is not included in the department's 1994-95 budget request. Councilor Moore said she wanted to see the entire appropriation spent on education grants. Mr. Klein said the department could review the grants that were partially funded to see if some could qualify for more funding, but he noted that letters advising of the recommended award amounts had already been sent. Charles Ciecko, Regional Parks & Greenspaces Department Director, said the Executive Officer had requested departments to try to save up to 3% of General Fund dollars in 1993-94 in order to bolster the 94-95 fund balance. He said he didn't know how the money in question here would fit into that, and added that the department has made no recommendations on this issue, but he wanted to advise the committee of that development.

Councilor Moore encouraged staff to prepare press packets for this item, to be ready when Council acts on it.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF FUNDING SECOND-YEAR) RESOLUTION 94-1908A
METROPOLITAN GREENSPACES EDUCATION)
GRANTS PROGRAM) Introduced by Rena Cusma,
) Executive Officer

WHEREAS, On July 23, 1992, through Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan; and

WHEREAS, The Metropolitan Greenspaces Master Plan outlines a commitment to coordinating, interpreting and expanding community knowledge about urban natural resources and sites by working with local school districts, conservation and resource agencies, citizens groups and other providers of environmental education programs; and

WHEREAS, On December 22, 1992, through Resolution No. 92-1720, the Metro Council established Metropolitan Greenspaces Education Grant Program guidelines and funding criteria; now, therefore,

BE IT RESOLVED,

1) That the Metro Council hereby approves the ~~allocation of \$59,000 for the purpose of funding second-year Metropolitan Greenspaces education grants~~ recommendation of the Metropolitan Greenspaces Education Grant Review Committee by funding sixteen (16) grants totaling \$59,000 (Exhibit A).

2) That the Metro Council hereby authorizes the Executive Officer to execute agreements with the grantees consistent with the Metropolitan Greenspaces Environmental Education Grants Program (Exhibit B).

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF FUNDING SECOND-YEAR) RESOLUTION 94-1908
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GRANTS PROGRAM) Introduced by Rena Cusma,
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ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

**METROPOLITAN GREENSPACES
SECOND-YEAR EDUCATION SMALL GRANTS PROGRAM
REVIEW COMMITTEE**

Sandi Hansen
METRO Council
600 N.E. Grand Avenue
Portland, OR 97232
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Educational Content/Values (total points possible: 30)

1. ecological concepts, relationship to urban ecosystems
 2. relevance to Metropolitan Greenspaces program goals
 3. significance, meeting specific environmental education needs
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 5. measurable educational objectives
- TOTAL POINTS

Rating Score

_____	X 2 =	_____
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Delivery/Implementation Approach (total points possible: 30)

1. creativity, innovation
 2. hands-on application
 3. ability to reach diverse audiences
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- TOTAL POINTS

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Qualifications of Partners (total points possible: 20)

1. ability to carry out proposed project
 2. ability to complete project in time frame
 3. relevance to mission and goals of applicants
 4. staff experience as environmental education providers
- TOTAL POINTS

_____	X 1 =	_____
_____	X 1 =	_____
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_____	X 1 =	_____

Financial Qualifications (total points possible: 20)

1. cost-effectiveness of project
 2. realistic budget
 3. at least 1:1 value match to grant funds
 4. level of commitment of partners
- TOTAL POINTS

_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____
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Combining the total points from each section, the OVERALL APPLICANT SCORE is

1993-94 Environmental Education Small Grant Awards

APPLICANT	\$ REQUEST	PROJECT	COMMITTEE RECOMMENDATION	PARTNERS
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The Fernhill Wetlands Council	\$6,000	Wetland Instruction	\$5,300	Pacific University, USA and City of Forest Grove
TOTAL \$ AMOUNT	\$88,391.06		\$59,000	

INTERGOVERNMENTAL AGREEMENT
Greenspaces Education Grant

This Agreement, dated this _____ day of _____, 199_, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period _____, 199_, to _____, 199_.

W I T N E S S E T H:

WHEREAS, Metro and Recipient have mutual interests in the accomplishment of a specific demonstration project to encourage environmental awareness and educate citizens about the regional nature of greenspaces through coordinated programs of information, technical advice, interpretation, and assistance (hereinafter referred to as "Project"), desire to jointly participate in that Project, and have agreed on the Scope of Work for said Project as outlined in Attachment "A" included herein; and

WHEREAS, Metro has received a grant from the U.S. Fish and Wildlife Service and a portion of said grant has been set-aside for education grants; and

WHEREAS, Metro and Recipient have agreed that this Project will be funded no more than fifty percent (50%) by Metro through those grant funds and by at least fifty percent (50%) funding by Recipient, either through cash or in-kind contributions;

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

1. Project Declaration:

Metro hereby approves the Project proposal and authorizes Recipient to proceed with the Project in accordance with the Scope of Work included as Attachment "A."

2. Funding:

AND NO/100s DOLLARS (____.00) or FIFTY PERCENT (50%) of actual Project cost. The Recipient shall in the first instance, pay all the costs of the Project and then request reimbursement upon completion of the Project. Upon receipt of an invoice from Recipient, Metro shall submit said costs to U.S. Fish and Wildlife Service for reimbursement. Upon receipt of said funds, Metro will issue payment to Recipient. Detailed terms of the arrangements are set forth in Attachment "B" of this Agreement.

3. Funding Limitation:

Metro through the above cited grant from the U.S. Fish and Wildlife Service has established this Agreement with the sole purpose of promoting the Greenspaces Program through funding of this community Project. Therefore, while accepting a leadership role, Metro neither intends nor accepts any direct involvement in this Project which can or could be construed to result in supervisory responsibility during the course of construction, and upon completion of the Project there will be no further obligations on the part of Metro and U.S. Fish and Wildlife Service.

4. Funding Requirements:

Recipient agrees to comply at all times with provisions of the Greenspaces Restoration Grant between U.S. Fish and Wildlife Service, U.S. Department of the Interior and Metro, which appear as Attachment "C" to this Agreement and by this reference are made a part hereof.

5. Situs:

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply to this contract, and all statutory, charter and ordinance provisions that are applicable to public contracts in the state of Oregon shall be followed with respect to this contract.

6. Funding Declaration:

Recipient will document on-site, on final products and/or through visual presentations that partial funding came from the Greenspaces Program of Metro and the U.S. Fish and Wildlife Service.

7. Indemnification:

Recipient shall indemnify Metro and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in anyway connected to the tortuous acts of the Recipient's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement.

Metro shall indemnify Recipient and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in anyway connected to the tortuous acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS Chapter 30.

8. Termination for Cause:

Metro may terminate this Agreement in full, or in part, at any time before the date of completion, whenever Metro determines, in its sole discretion, that Recipient has failed to comply with the conditions of this Agreement and is therefore in default. Metro shall promptly notify Recipient in writing of that determination and document such default as outlined hereinbelow.

In this, and all instances, Metro shall only reimburse Recipient to the extent of federal reimbursement for the completion of the project. If there is no federal reimbursement for an incomplete project, Recipient will receive no reimbursement.

9. Documentation of Default:

Recipient shall be deemed to be in default if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired.

Prior to termination under this provision, Metro shall provide Recipient with written notice of default and allow Recipient thirty (30) days within which to cure the defect. In the event Recipient does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for cause. Recipient shall be notified in writing of the reasons for the termination and the effective date of the termination.

Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

If, after notice of termination, Metro agrees or a court finds that Recipient was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of Recipient, Metro may allow Recipient to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Recipient shall be as outlined hereinbelow.

10. Joint Termination for Convenience:

Metro and Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall

be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement.

Upon termination under this provision, Recipient shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs subject to the inherent limitation that Metro shall only be responsible to Recipient to the extent, if any, of federal reimbursement.

Within thirty (30) days after termination pursuant to this provision, Recipient shall submit an itemized invoice(s) for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by Recipient.

Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Recipient can to Metro's full satisfaction show good cause beyond the Recipient's control for the delay.

11. Documents are Public Property:

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property.

12. Project Records:

Comprehensive records and documentation relating to the Scope of Work and all specific tasks involved in the Project shall be maintained by Recipient.

Recipient shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

13. Audits, Inspections, and Retention of Records:

Metro, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of Recipient's records with respect to all matters covered by this Agreement. Such representatives 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 Agreement.

All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by Metro and Recipient and all of its contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the Project may be made on the basis of an audit or other review. Any funds paid to Recipient in excess of the amount to which Recipient is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by Recipient to Metro.

14. Copyright, Patent Rights, Trademarks, and Trade Secrets:

Recipient shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by Recipient or infringements caused by Recipient.

Metro shall hold Recipient harmless, indemnify and pay the entire cost of defending any claim or suit brought against Recipient for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

15. Law of Oregon:

This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon.

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 provisions were a part of this Agreement including, but not limited to, ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Recipient and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

16. Assignment:

Recipient may not assign, delegate, or subcontract for performance of any of its responsibilities under this Agreement without prior written consent from the Metro representative.

17. Severability:

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

18. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, hereby acknowledges that Recipient has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

RECIPIENT'S NAME

METRO

Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Date

Date

s:\pd\cont\94\903_

Project: Greenspaces Education Contract
No. _____

ATTACHMENT "A"

SCOPE OF WORK

1. _____'s application for Greenspaces education funds, Exhibit 1 hereto, outlines the specific tasks to be carried out.
2. The work activities which are covered under this Greenspaces Education Grant may be carried out during the period: _____, 199_, to _____, 199_.
3. All tasks and program activities funded by this Greenspaces Education Grant are subject to Metro and U.S. Fish and Wildlife Service audit.
4. Recipient agrees to carry out the items outlined in Exhibit 2 hereto.

Metro Contract No. _____

Project: Greenspaces Education
Contract No. _____

ATTACHMENT "B"

BUDGET AND METHOD OF PAYMENT

1. Funds which are reimbursable shall not exceed \$____.00.
2. A 50 percent local match is required (cash or in-kind).
3. Recipient may bill Metro on a quarterly basis or at the completion of the Project. It will take approximately sixty (60) business days for Metro to transfer funds to the Recipient. Metro must bill and receive full payment from the U.S. Fish and Wildlife Service prior to a corresponding payment to Recipient.
4. Prepare all billings by completion, execution and submission of the standard form(s) attached.
5. All payments are subject to audit(s) by Metro and U.S. Fish and Wildlife Service.
6. Promptly provide Metro's Accounting Division with a copy of any subsequent single audit report for this Project as required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

Metro Contract No. _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1908, FOR THE PURPOSE OF FUNDING SECOND-YEAR METROPOLITAN GREENSPACES EDUCATION GRANTS PROGRAM

Date: 22 February 1994

Presented by: Ron Klein

PROPOSED ACTION

Resolution No. 94-1908 requests the expenditure of \$59,000 for the funding of sixteen (16) second-year Metropolitan Greenspaces grants for education programs in support of relevant goals in the Metropolitan Greenspaces Master Plan.

BACKGROUND AND ANALYSIS

On December 22, 1992, the METRO Council passed Resolution No. 92-1720 establishing the Metropolitan Greenspaces Education Grant Program, its guidelines, and funding criteria. In the first year, thirteen (13) grants totalling \$45,740 were awarded through a competitive committee review process.

Education grant funds (up to \$54,260) are available for a second-year round of awards supported through the U.S. Fish & Wildlife Service Metropolitan Greenspaces grant to METRO. An additional \$10,000 in excise tax revenue is allowed by the Council in FY 93-94 for educational purposes. In September 1993, over 600 second-year grant announcements were sent to schools, appropriate nonprofit groups, and natural resource agencies in the metropolitan area. Fifty (50) grant applications were requested in response to the announcement of which twenty-one (21) completed applications were received by the November 15, 1993 deadline.

A Metropolitan Greenspaces Education Grant Committee (Attachment A) evaluated the applications based on guidelines and funding criteria established in Resolution No. 92-1720 (Attachment B). Of the 21 applications submitted requesting \$116,994, the committee recommended funding 16 projects totaling \$59,000 (Attachment C). Grantees were given notice of the recommended funding level for their grant proposal on December 17, 1993.

The recommended proposals feature projects that are regionally distributed, including Clark County, Washington and involve a variety of hands-on, innovative greenspace activities for students and teachers. A minimum of three partners and at least a 1:1 match of grant funds is reflected in each proposal to maximize cost effectiveness and scope of the projects. Each grantee will enter into a contractual agreement with METRO (Attachment D), subject to approval of Resolution No. 94-1908.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-1908.