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Project: Baltimore Woods Connectivity Corridor Phase II  
Natural Areas Capital Grants Program

Contract No. 931326

INTERGOVERNMENTAL AGREEMENT  
Natural Areas Bond Measure  
Capital Grant Award

This Intergovernmental Agreement (this "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Portland, acting by and through its Bureau of Environmental Services, located at 1120 SW Fifth Ave., Portland, Oregon 97204 ("Grant Recipient").

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure");

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund Baltimore Woods Connectivity Corridor Phase II (the "Project") as more specifically identified within the Scope of Work attached hereto as Exhibit A (the "Work");

WHEREAS, the Grant Recipient will become the owner of the property that constitutes the Project, which property is more specifically in the attached Scope of Work (the "Property");

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project (2) sponsorship benefits or supervisory responsibility with respect to the Project; or (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project. Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A. As a condition precedent to Metro's agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro's assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with Grant Recipient's financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the "Nature in Neighborhood Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

If the Work includes the acquisition of real property, then Grant Recipient shall satisfy the requirements in this section of the Agreement by granting to Metro a conservation easement substantially comparable to the form of conservation easement approved by the Metro Council at the time the Metro Council approved the grant award to Grant Recipient.

## 5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

## 6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to June 30, 2015. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

## 7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

C. Grant 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. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

#### 8. Joint Termination for Convenience

Metro and Grant 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 only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

#### 9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

#### 10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended

to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials 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 the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

#### 11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. 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. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a

contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

## 12. Safety

Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## 13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

## 14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.



F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

#### 15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

#### 16. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, 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. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including 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.

## 17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

### Grant Recipient's Designated Representatives:

Mary Bushman  
Portland Bureau of Environmental Services  
1120 SW Fifth Ave, Room 1000  
Portland, OR 97204  
[Mary.Bushman@PortlandOregon.gov](mailto:Mary.Bushman@PortlandOregon.gov)

### Metro's Designated Representatives:

Natural Areas Program Director  
Metro Regional Center  
600 N.E. Grand Ave.  
Portland, OR 97223  
Fax (503)-797-1849

with copy to:

Metro Attorney  
600 N.E. Grand Ave.  
Portland, OR 97223  
Fax (503) 797-1792

## 18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

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19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

**CITY OF PORTLAND**

**METRO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Martha Bennett  
Metro Chief Operating Officer

\_\_\_\_\_  
Print Name:

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

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

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

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ashley McCarron  
Senior Assistant Metro Attorney

\_\_\_\_\_  
Print Name:

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

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

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

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# Scope Of Work – Exhibit A



**METRO**

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

Metro Contract No. \_\_\_\_\_

## CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Baltimore Woods Connectivity Corridor Phase II
- II. Grant Recipient contact: City of Portland, Bureau of Environmental Services  
Attn: Mary Bushman  
1120 SW Fifth Ave, Rm 1000  
Portland, Oregon 97204  
503-823-2584  
Mary.Bushman@portlandoregon.gov

City of Portland, Bureau of Parks and Recreation  
Attn: Riley Whitcomb  
1120 SW Fifth Ave , # 1302  
Portland, Oregon 97204  
503-823-6148  
Riley.Whitcomb@Portlandoregon.gov

- III. Budget at time of award
- |                        |              |
|------------------------|--------------|
| Total cost of project: | \$ 1,150,250 |
| Grant award            | \$ 381,000   |
| Financial match        | \$ 760,500   |
| In-kind match          | \$ 8,750     |

- IV. Project location
- Four properties along North Decatur Street will be acquired:
- Knode property is tax lot 1N1W12BB-02300
  - Gunderson property is tax lot 1N1W12BA-04500
  - Larner property is tax lot 1N1W02DA-06800
  - Jorgenson property is tax lot 1N1W02DA-06600

### V. Scope of Work

This scope of work specifies the work and requirements the City of Portland shall undertake as part of Metro's Nature in Neighborhoods Capital Grants program grant award. Except as modified herein, the original grant application (see attached Attachment 1) sets forth the scope of work.

- The project budget is revised as indicated in Attachment 2.
- The Grant Recipient will be required to grant Metro a conservation easement in accordance with the IGA for each of the 4 properties purchased in whole or in part with Metro grant funding. Separate Baseline Reports documenting the conservation values and existing conditions of each site will be required two weeks prior to the closing of each site. Grant Recipient is required to send escrow instructions to Metro three business days prior to closing on each acquisition.



## Scope Of Work — Exhibit A

- Grant Recipient shall subcontract with Columbia Land Trust to provide the baseline reports and negotiation, real estate, due diligence, and closing services for property acquisition.
- Grant Recipient shall subcontract with SOLV to provide restoration services associated with stabilization on the Knode Property. Grant Recipient revegetation crews will provide restoration/stabilization services on Larner and Jorgenson Properties. The Larner and Jorgenson Properties will be stabilized as one with the previously acquired 6710LLC property.

### *Purpose*

Metro and Grant Recipient have identified that the site provides valuable upland wildlife habitat and water quality protection within the Baltimore Woods Connectivity Corridor. The Conservation Values include:

- Existing upland habitat that provide valuable wildlife and ecosystem benefits such as providing food and cover for various bird and animal species.
- These sites are within a larger north-south wildlife corridor. Although degraded in part, this corridor represents the most intact north-south corridor in North Portland.
- These sites allow for the removal of non-native plants and the restoration of native plant communities.
- The Baltimore Woods corridor protects the nearby Willamette River by filtering stormwater from the Cathedral Park neighborhood.
- These sites will offer a natural experience to future walkers and bikers using the 40-Mile Loop trail along North Decatur. These sites also enhance the views of North Portland from across the Willamette River and from the St. Johns Bridge.

### *Project benchmarks and deliverables*

- |                |   |
|----------------|---|
| Benchmark 1:   | Pre-agreement activities and costs approved in Attachment 2 that will be applied toward matching requirements.  |
| Deliverable 1: | Provide documentation for pre-agreement expenses which may include staff time for Grant Recipient and sub-contractors, and expenses associated with appraisal, appraisal review, Phase I environmental assessment and the survey. |
| Benchmark 2:   | Property acquisition  |
| Deliverable 2: | Final settlement statements and a copy of the recorded conservation easement for each property in which Metro funds were used for land acquisition.   |
| Benchmark 3:   | Completion of the management plan   |
| Deliverable 3: | Copy of the management plan and plan for its implementation.  |
| Benchmark 4:   | Implementation of the management plan   |
| Deliverable 4: | Removal of invasive species and restoration of the sites in accordance with the management plan for work incurred within the term of this Intergovernmental Agreement.  |



## Scope Of Work – Exhibit A

### *Publicity*

Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

### VI. Reporting Requirements:

- a. Progress reports shall be included with every reimbursement request submitted by Grant Recipient. Progress reports associated with reimbursement requests shall include a statement regarding Grant Recipient's progress on meeting benchmarks, a statement as to whether the Project is on schedule or behind schedule, and a description of any unanticipated events.
- b. Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and information on performance measures.

### VII. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient up to one-third of the total project value as indicated in Attachment 2 not to exceed Metro's total grant award of Three Hundred Eighty-one Thousand and 00/100 dollars (\$381,000). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of \$381,000. In addition, Metro will not reimburse Grant Recipient for any out-of-pocket costs expended before June 1, 2012, however, such costs may be used to satisfy the match requirement to permit Grant Recipient to be reimbursed for expenses incurred after the effective date of this Grant Agreement.
- b. For Benchmark 2, Metro will transfer the purchase price amounts, minus a 5% retainage, into the escrow account prior to closing on each of the land acquisitions. At least two weeks prior to closing, Grant Recipient shall provide the Baseline Report as discussed above. At least one week prior to each closing, Grant Recipient shall provide an estimated settlement statement for the acquisition, escrow instructions, an electronic funds transfer form for escrow, the amount and source of other funding being used for the acquisition, completed reimbursement request and match forms (Attachments 3, 4 and 5) and a copy of the Conservation Easement that will be recorded naming Metro as the easement holder, approved as to form by Grant Recipient. The Grant Recipient shall contribute the cost of the 5% retainage at the time of closing.

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

## Scope Of Work – Exhibit A

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- c. Payment for Benchmark 4 will be processed as reimbursement for costs incurred and paid by the Grant Recipient. Grant Recipient shall not submit a reimbursement request more frequently than once a month.
- d. To request a reimbursement of the retainage, Grant Recipient will complete Metro's Reimbursement Request Form and complete a final report. This documentation shall be sent to:  
Metro  
Attn: Accounts Payable  
600 NE Grand Avenue  
Portland OR, 97232-2736
- e. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment will be made by Metro on a net thirty (30) day basis upon approval of reimbursement request

### VIII. Success Indicator

Grant Recipient shall monitor the Project for three consecutive years following the completion of the Project and report the following data to Metro on an annual basis.

- Success Indicator 1  
Demonstrate the implementation of the stabilization and management plan as well as a commitment to the long-term maintenance of this investment. The Grant Recipient shall provide photo point documentation with corresponding map of the Project area. A description of on-going maintenance activities and results will be provided.
- Success Indicator 2  
Demonstrate ongoing efforts to secure land and restore connectivity within the Baltimore Woods corridor along N. Decatur. Document how stakeholders and neighbors have been engaged and commitments made to this effort.
- Success Indicator 3  
Demonstrate ongoing efforts to engage nearby property owners in the Backyard Habitat Certification Program.