

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF FUNDING THIRD-YEAR ) RESOLUTION 95-2099  
METROPOLITAN GREENSPACES EDUCATION )  
GRANTS PROGRAM ) Introduced by Mike Burton,  
 ) 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 eleven (11) grants totaling \$40,000 (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 2 day March, 1995



J. Ruth McFarland, Presiding Officer

STAFF REPORT

**CONSIDERATION OF RESOLUTION NO. 95-2099, FOR THE PURPOSE OF FUNDING THIRD-YEAR METROPOLITAN GREENSPACES EDUCATION GRANTS PROGRAM**

Date: 10 February 1995

Presented by: Ron Klein

PROPOSED ACTION

Resolution No. 95-2099 requests the expenditure of \$40,000 for the funding of eleven (11) third-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 totaling \$45,740 were awarded and in its second year \$59,000 were awarded through a competitive committee review process.

Education grant funds (up to \$40,000) are available for a third-year round of awards supported through the U.S. Fish & Wildlife Service Metropolitan Greenspaces grant to METRO. In September 1994, over 600 third-year grant announcements were sent to schools, appropriate nonprofit groups, and natural resource agencies in the metropolitan area. One Hundred twenty-three (123) grant applications were requested in response to announcement of which twenty-nine (29) completed applications were received by the November 30, 1994 deadline. One application was mailed to Metro, but not received by the deadline.

A Metropolitan Greenspaces Education Grant Committee (Attachment A) evaluated each application based on guidelines and funding criteria established in Resolution 92-1720 (Attachment B). Of the 29 applications submitted requesting \$181,147 (Attachment C), the committee recommended funding 11 projects totaling \$40,000 (Attachment D). Grantees were given notice of the recommended funding level for their grant proposal on January 24, 1995.

The recommended proposals feature projects that are regionally distributed and involve a variety of hands-on, innovative greenspace activities for students teachers and citizens. 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. 95-2099.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2099.

**Third Year Greenspaces Education Grants Review Committee**

1. Susan McLain  
Metro Councilor District #4  
600 NE Grand Ave  
Portland OR 97232  
797-1553
  2. Steve Wille  
US Fish & Wildlife Service  
2600 SE 98th Ave, Ste 100  
Portland OR 97266  
231-6179
  3. Donna Parsons  
Meyer Memorial Trust  
1515 SW Fifth Ste 500  
Portland OR 97201  
228-5512
  4. Dave Yamashita  
Portland Parks Bureau  
1120 SW Fifth Room 1302  
Portland OR 97205  
823-5120
  5. Pat Goodrich  
Citizen  
7542a SW Barnes Rd  
Portland OR 97225  
297-9016
  6. Dick Pugh  
Cleveland High School  
4617 NE 26th Ave  
Portland, OR 97211  
287-6733
  7. Deb Scrivens  
Metro Regional P & G Dept.  
600 NE Grand Ave  
Portland OR 97232  
797-1852
- Non-voting Metro Staff:
8. Eric Sample  
Metro Regional P & G Staff  
600 NE Grand Ave  
Portland OR 97232  
797-1728
  9. Ron Klein  
Metro Regional P & G Staff  
600 NE Grand Ave  
Portland OR 97232  
797-1774

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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 \_\_\_\_\_

Applicant	\$ Request	Project	Partners	Location
<b>1. Templeton Elementary School</b>	<b>\$ 500.00</b>	<b>Bird/Butterfly Habitat Curriculum</b>	<b>Green Valley Nursery</b>	<b>Tigard</b>
Tigard/Tualatin Schools		for second graders	Barbara Bannister, Jerry Alexander	
Christine Dwyre 684-2171			Preston Sleeper	
			Templeton PTO	
<b>2. City of Fairview</b>	<b>\$8,000.00</b>	<b>Fairview Village Natural Resources</b>	<b>Holt &amp; Haugh</b>	<b>Fairview</b>
Marilyn Holstrom 665-7929		Educational Program	SRI/Shapiro	
			WET Program	
			City of Portland	
<b>3. Friends of West Hill Streams</b>	<b>\$5,100.00</b>	<b>Two educational documents on</b>	<b>Oregon Trout</b>	<b>SW Portland/Lake Oswego</b>
Sonya Kazen 245-3752		Tryon Creek	Assoc. of NW Steelheaders	
<b>4. Saturday Academy/OGI</b>	<b>\$8,000.00</b>	<b>Environmental Educ. after-school</b>	<b>Metro Regional Parks &amp; Greenspaces</b>	<b>Portland Metro region</b>
Gail Whitney 690-1186		program	PSU	
			Portland Parks	
			Portland BES	
			USF&WS	
			Portland Audubon	
			FAUNA	
			The Wetlands Conservancy	
<b>5. City of Tualatin</b>	<b>\$8,000.00</b>	<b>Interpretive Signs</b>	<b>Tigard-Tualatin School Dist.</b>	<b>Tualatin</b>
Paul Hennon 692-2000			Gannett Design	
			Wetlands Conservancy	
<b>6. Friends of the Clackamas River</b>	<b>\$3,900.00</b>	<b>Video</b>	<b>Clackamas County</b>	<b>Clackamas County</b>
Ann Easterly 656-7159			Clackamas Water Dist.	
or 280-5700 x146			ODF&W	
			Park Place Elementary School	
			Walter L Kraxberger School	
			Eagle Creek Elementary School	
<b>7. Pacific University</b>	<b>\$6,500.00</b>	<b>Fernhill wetland education project</b>	<b>Fernhill Wetlands Council</b>	<b>Forest Grove</b>
Rob Stockhouse 359-2254			City of Forest Grove	
			Oregon Dept. of Forestry Community Arboretum	
			Unified Sewerage Agency	
<b>8. Milwaukie High School</b>	<b>\$7,110.00</b>	<b>Johnson Creek project</b>	<b>Portland Planning Bureau</b>	<b>Milwaukie</b>
Lynn Wilson 653-3750			Portland Parks and Recreation	
			ODF&W	
<b>9. Wolfree</b>	<b>\$8,000.00</b>	<b>Cascade Streamwatch</b>	<b>USFS-Zig Zag Ranger Station</b>	<b>Mt Hood</b>
Lauri Shainky 225-0061			BLM	
			NW Service Academy	
			Portland BES	
			David Evans and Associates	
			PGE	
			Portland Parks and Recreation	
			Trout Unlimited	
			OMSI	

Third Year Education Grants Matrix

Applicant	\$ Request	Project	Partners	Location
10. Association of NW Steelheaders Ed McQuary 635-5227	\$8,000.00	Salmon Watch Life Cycle Game	Fisheries Group of Mt Hood NF NW Service Academy Metro Washington Park Zoo Portland School Dist.	Portland Metro Region
11. East Mult SWCD Linda Robinson 255-5769	\$8,000.00	Neighborsheds Pilot Project	USDA Nat Resource Consv. Service Portland BES ODF&W	Portland
12. Vancouver Audubon Society Carol Peterson 892-2886	\$6,765.00	Summer Day Camp	Clark Co Parks and Recreation Battle Ground Community Educ.	Clark Co. WA
13. Oregon Trout Lizanne Saunders 222-9091	\$7,700.00	Salmon Watch	Metro Regional Parks & GS USFS ODF&W PSU Center for Science Educ. Dept of Education PGE Bonneville Pwr Administration NW Power Planning Council Pacific States Marine Fisheries Comm. EWEB	Portland Metro Region
14. The Nature Conservancy Eddie Huckins 228-9561	\$7,256.00	Science education study	Oregon Episcopal School West Linn High School City of West Linn	West Linn/Beaverton
15. NW Service Academy and Portland BES Rebecca Johnson 320-8564	\$8,000.00	Storm Drain Education and Stenciling Project	BES and NW Service Academy	Portland
16. Westview High School Debbie Cooper 591-4180	\$6,951.20	Environmental Education Mentor Program	THPRD Washington Co ESD	Beaverton
17. Portland School Dist. #1 Maurice Caba 331-3220	\$7,992.00	Urban Schoolyard Habitat Project	Richmond Elementary School Audubon Society of Oregon ODF&W	Portland
18. Gresham Parks & Recreation Cathy Sherick 257-4085	\$3,000.00	Summer Fun Program	YMCA Mt Hood Gresham Community Policing	Gresham
19. Portland Night High School Tom McKenna 280-6486	\$3,200.00	Video	Tom McKenna NW Film Center/Brian Lindstrom Ellen Thomas	Portland
20. The Wetlands Conservancy Mike Houck 225-9916	\$4,856.00	Production of new Urban Natural Resource Directory	Center for Urban Studies Portland BES Unified Sewerage Agency PGE Portland Audubon Metro	Portland Metro Region
21. Tualatin Riverkeepers Rebecca Smith 657-3926	\$8,000.00	Tualatin Watershed Stewardship Project	Jerry Rogers, Watermaster Dist 18 Erin Peters, Adopt-a-River/SOLV Project Advisory Board	Washington Co.

Third Year Education Grants Matrix

Attachment C

Applicant	\$ Request	Project	Partners	Location
22. Cedaroak Park Primary School Mary Brown, teacher 657-8721 Susan Dunn, principal 657-8721	\$ 3,390.00	School Wetland Study and Restoration	CH2M Hill West Linn Parks and Recreation West Linn High School Cedaroak Community Organization Robinwood Neighborhood Assoc.	West Linn
23. Fowler Middle School Douglas Gravatt 684-2244	\$ 2,445.50	Elective Class on Technology and the Environment	ODF&W Assoc. of NW Steelheaders	Tigard
24. Portland Audubon Society	\$ 8,000.00	Access to Nature Program	Many school groups, day care, senior centers and youth groups.	Portland Metro Region
25. Hillsboro Union High School J.B. Thomas Jr. High School Jeanne Butcher/Willie Collins 640-8939	\$ 7,950.00	2-year investigation of Dairy Creek ecosystems and wetlands.	Hillsboro Parks and Recreation Jackson Bottom Wetlands Preserve Hillsboro Chamber of Commerce NW Film Center	Hillsboro
26. Hosford Middle School - PPS Karen LaMorticella 280-5640	\$ 5,136.00	Greenspace environmental educ. (bus transportation)	Hosford PTSA Friends of Forest Park Donna Matrazzo David Yamashita	Portland
27. Irvington School PPS Dist. #1 Karen Minkel Mapes 280-6185	\$ 6,000.00	School Garden	Irvington PTA Carol Mayer-Reed Portland Community Gardens	NE Portland
28. Portland Public Schools Maurice J Caba/Teresa Whelan 331-3220/280-5646	\$ 6,251.10	(SWOOPE) Students Watching Over Our Planet Earth Environmental Science	Park ranger/gardners at Blue Lake Ralph Rogers/Deb Scrivens/Nancy Chase Jean Ridings Blue Lake/Fairview Lake Land Trust Emily Roth/Dianna Pope SWCD	Troutdale/Fairview
29. Washington Co. ESD Jim Gorter 690-5404	\$ 7,144.00	Hands-on environmental curriculum at Greenspaces (Jackson Bottom, Sherwood, and Rock Creek at PCC)	Tigard School Dist Hillsboro School Dist Forest Grove School Dist NW Service Academy Jackson Bottom Wetlands Preserve Rock Creek Environmental Educ. Center City of Sherwood	
<b>Education Grants Total</b>	<b>\$181,146.80</b>			

Recommendations for 1995 Greenspaces Education Grants

	Applicant	Total Project Budget	\$ Request	Recommended \$ Amount	Project
1	Templeton Elementary School	\$ 1,000.00	\$ 500.00	\$ 500.00	Bird/Butterfly Habitat Curriculum for second graders.
2	Milwaukie High School	\$ 35,660.00	\$ 7,110.00	\$ 6,110.00	Johnson Creek education/restoration project.
3	The Nature Conservancy	\$ 17,686.00	\$ 7,256.00	\$ 5,000.00	On-the-ground monitoring of Camassia greenspace.
4	Washington Co. ESD	\$ 31,127.00	\$ 7,144.00	\$ 5,000.00	Hands-on environmental restoration/education with Americore peer group at Washington Co. Greenspaces.
5	Tualatin Riverkeepers	\$ 35,608.00	\$ 8,000.00	\$ 4,000.00	Establish citizen observational monitoring system.
6	East Mult SWCD	\$ 91,500.00	\$ 8,000.00	\$ 2,000.00	Neighborsheds project to develop ecologically friendly landscape projects.
7	Westview High School	\$ 24,291.00	\$ 6,951.20	\$ 5,000.00	Environmental Education Mentor Program at Tualatin Hills Nature Park.
8	Cedar oak Park Primary School	\$ 13,392.00	\$ 3,390.00	\$ 3,390.00	School wetland study and restoration.
9	Fowler Middle School	\$ 4,891.00	\$ 2,445.50	\$ 1,350.00	STEP program with ODF&W to restore Summer Creek.
10	J.B. Thomas Jr. High School	\$ 11,900.00	\$ 7,950.00	\$ 5,950.00	2-year investigation of Dairy Creek ecosystems and wetlands.
11	Mt Tabor Middle School	\$ 14,027.00	\$ 6,251.00	\$ 1,700.00	SWOOPE environmental education program at Blue Lake wetland
	<b>TOTAL</b>	<b>\$ 281,082.00</b>	<b>\$ 64,997.70</b>	<b>\$ 40,000.00</b>	



Recommendations for 1995 Greenspaces Education Grants

Exhibit A

	Applicant	Total Project Budget	\$ Request	Recommended \$ Amount	Project
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	<b>TOTAL</b>	<b>\$ 281,082.00</b>	<b>\$ 64,997.70</b>	<b>\$ 40,000.00</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

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