



August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Research Services Agreement # 27786 between Clackamas County and University of Oregon

Purpose/Outcomes	Approval of an Agreement with the University of Oregon to conduct an architecture design studio in fall term 2019 focused on the creation of designs for the proposed Clackamas County Courthouse utilizing mass timber/cross laminated timber.
Dollar Amount and Fiscal Impact	\$50,000, included in the FY 19/20 BCS Agriculture and Forest Economic Development program budget.
Funding Source	USFS Wood Innovation Grant #19-DG-11062765-733 2019
Duration	August 2019 through December 2019
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Build a strong infrastructure• Grow a vibrant economy• Ensure safe, healthy and secure communities
Previous Board Action	Grant Application Life Cycle Form Approved 02/20/19 by County Administrator.
Counsel Review	This agreement has been reviewed and approved as to form by County Counsel on <u>July 23, 2019</u> .
Contact Person	Rick Gruen, <i>Manager, Business & Community Services County Parks & Forest Ag and Forest Economic Development</i> , x4345

BACKGROUND:

Business & Community Services is seeking to enter into an agreement with the University of Oregon, under which the Department of Architecture will conduct an architecture design studio in Fall term, 2019 that will focus on designs for the proposed new County Courthouse utilizing mass timber for the main structural system. As part of the design studio, the University will provide experts in courthouse design, energy and daylight performance, building codes and mass timber engineering to assist the faculty and student teams working on the design proposals.

The work conducted by the University will support the Board's desire to consider the use of mass timber in the design and construction of the proposed new County Courthouse, and will also support the County's ongoing Cross Laminated Timber (CLT) initiative.

Business & Community Services has been awarded a United States Forest Service Wood Innovations Grant; these grant funds will be used to fund the work with the University of Oregon. The USFS grant award has not yet been presented for Board approval, however, in order to ensure that the design studio is scheduled for the Fall 2019 term, BCS is seeking approval of this agreement with the University of Oregon prior to the Board's anticipated approval of the USFS grant.

RECOMMENDATION:

Staff recommends Board approval of a Research Services Agreement between Clackamas County and the University of Oregon and further authorizes the Director or Deputy Director of Business and Community Services to sign on behalf of the County.

ATTACHMENTS: Research Services Agreement #27786 between Clackamas County and the University of Oregon

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, Director
Business & Community Services

RESEARCH SERVICES AGREEMENT NO. 27786

This research services agreement (“Agreement”) is between Clackamas County (“Client”), and the University of Oregon (“University”). This Agreement is entered into pursuant to ORS 190.110, which confers authority upon local governments to enter into agreements with a state agency for any lawful purpose.

1. Scope of Work

University will perform the services described in **Exhibit A - Scope of Work** (the “Work”).

2. Period of Performance

This Agreement is effective when signed by both parties and will terminate on September 1, 2021.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$50,000 for performance of the Work. University may incur expenses upon execution of this Agreement by both parties.

B. Payment Schedule and Address. Client will make payments according to the following schedule.

1. Schedule.

Client will pay University 100% of the fixed fee upon receipt of invoice following execution of this Agreement.

2. Payment Address. Client will submit payments to:

University of Oregon
c/o Cashiers
PO Box 3237
University of Oregon
Eugene, OR 97403-0327

4. Funds Available and Authorized

Client certifies at the time of signing this Agreement that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments this Agreement requires.

5. Termination

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party’s Business Contact in Section 9 below.

A. If the University terminates for its convenience prior to August 1, 2019, then the University receives compensation only for its actual costs incurred through the date of termination. If the Client terminates for its convenience prior to August 1, 2019, the University receives compensation for its actual costs and non-cancellable obligations incurred.

B. If the Client terminates for its convenience after August 1, 2019 and the University provides the services, the University receives the fixed fee.

C. If the University terminates for its convenience after August 1, 2019, then the University receives compensation only for its actual or committed costs through the date of termination.

D. Upon termination and after County’s request, the UO will provide County with copies of any

documents or work product through the date of termination to the degree that UO has rights to provide such documents or work product consistent with the **Clackamas County Courthouse Sponsored Studio Team Rules Agreement**, attached hereto as **Exhibit B**.

6. Ownership of the Work Product

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data created by University in the course of performance of this Agreement (“Work Product”) remains the property of University. University grants to Client a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for Client’s purposes.

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data used or created by students of University in the course of performance of this Agreement will be managed in accordance with the terms of the Clackamas County Courthouse Sponsored Studio Team Rules Agreement, in the form of the template attached hereto as **Exhibit B – Clackamas County Courthouse Sponsored Studio Team Rules Agreement**.

7. Disclaimer

UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH REGARD TO UNIVERSITY’S PERFORMANCE OF THE WORK AND ANY DELIVERABLES UNIVERSITY PRODUCES UNDER THIS AGREEMENT, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. Insurance

University is self-insured under ORS Chapter 352, with adequate levels of excess liability insurance.

9. Contacts

- A. Notices.** Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- B. Effective Date.** All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

C. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

Rick Gruen, Forest/Ag Ec. Dev. Manager
Development Services Building
150 Beaver Creek Rd, Suite 419
Oregon City, OR 97035
Phone: (503) 742-4345
rgruen@clackamas.us

University (Technical)

Judith Sheine, Professor
Architecture Department
1206 University of Oregon
Eugene, OR 97403
Phone: (541) 346-3656
jesheine@uoregon.edu

Invoices and communications in regards to this Agreement will be sent to:

Client (Business)

Greg Williams, Deputy Director
Clackamas County Business and
Community Services
150 Beaver Creek Road, Suite 419
Oregon City, OR 97045
Phone: 503.742.4399
gwilliams2@clackamas.us

University (Business)

Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5138
sponsoredprojects@uoregon.edu

10. Confidential Information

“Confidential Information” is any materials, written information, and data that the Client marks “Confidential” or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law, to maintain as confidential for a period of 3 years the Confidential Information Client discloses to University under this Agreement. University’s obligations in this section do not apply to information in the public domain or that University independently knows or obtained.

11. Publicity

Client will not authorize or commission the publication of any promotional materials containing any reference to University without University’s prior written approval. University may include Client’s name in listings of research sponsors.

12. Independent Contractors

University and Client are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours and conditions of employment of their respective personnel under this Agreement.

13. Choice of Law

The laws of the State of Oregon govern this Agreement.

14. Indemnity

- A. University.** To the fullest extent permitted by the laws of the State of Oregon, University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees’ or agents’ negligent acts or omissions under this Agreement.
- B. Client.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees’ or agents’ negligent acts or omissions under this Agreement or their use of or reliance on any University Work Product.

15. Sovereignty

Nothing in this Agreement is a waiver of Oregon's sovereign or governmental immunities.

16. Severability

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affect the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

17. Compliance

University agrees to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

18. Non-Waiver

If either party fails to enforce any provision of this Agreement it does not constitute that party's waiver of that or any other term or provision of this Agreement.

19. Execution and Counterparts

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

20. Entire Agreement; Modification

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party.

21. Debt Limitation.

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

22. Necessary Acts.

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

23. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

24. Force Majeure.

Neither University nor Client shall be held responsible for delay or default caused by events outside of the University's or Client's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, University and Client shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

CLIENT

UNIVERSITY OF OREGON

Signature

Signature

Name

Name

Title

Title

Date _____

Date _____

Tax ID No. _____

Tax ID No. 46-4727800

Exhibit A - Scope of Work

Exhibit B – Team Rules Agreement

EXHIBIT A
SCOPE OF WORK

Project Description for Clackamas County Courthouse Sponsored
Studio ARCH 4/584 Fall 2019 Judith Sheine.

Clackamas County has asked Department of Architecture Professor Judith Sheine to conduct an architecture design studio in fall term 2019 focused on the design of the proposed new Clackamas County Courthouse to be built in Oregon City, OR, utilizing mass timber for the main structural system. The funding will provide for consultants who are experts in courthouse design, energy and daylight performance, building codes and mass timber engineering to assist the faculty and the teams of students who will be working on a variety of proposals during the term.

Clackamas County is interested in public presentation and dissemination of the student projects, which will demonstrate to stakeholders the feasibility of designing in mass timber and its advantages for this kind of very public building. Clackamas County has a long history connected with the timber industry and they believe that demonstrating new uses of advanced timber products in a significant new civic building will act as a spur to the further development of markets and new manufacturing jobs in this industry in the county. The funding will also provide for the creation of presentation drawings and models, a printed and digital publication, and dissemination of the work at professional and academic venues.

EXHIBIT B

CLACKAMAS COUNTY COURTHOUSE SPONSORED STUDIO **TEAM RULES AGREEMENT**

Team Project: Clackamas County Courthouse Sponsored Studio

Team Supervisor: Professor Judith Sheine

Welcome to the Clackamas County Courthouse Design Studio (“Project”), where you will work on designs for the proposed new Clackamas County Courthouse utilizing mass timber for the main structural system! As a condition of your participation in the Project, there are a few expectations and rules we should address to ensure we deliver both a fantastic studio experience for you and professional quality materials to the sponsor of our studio.

Under the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, and its implementing regulations, 34 CFR part 99, you have certain rights relating to the disclosure of personally identifiable information. By signing this Team Rules Agreement, you voluntarily consent to the disclosure of your personally identifiable information for the purpose of allowing University of Oregon and Clackamas County to advertise, promote, discuss and publish the results of the Project. This means, for example, that University of Oregon may personally identify you as a student participant and discuss your participation with third parties, including sponsors, potential sponsors, and government agencies. It also means that University of Oregon and Clackamas County may use your image, voice and likeness for the purpose of making marketing and promotional materials and a variety of other publications. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

You consent to and authorize University of Oregon to videotape you and use your image, voice and/or likeness for the purposes and uses set forth above. In addition, University of Oregon and Clackamas County shall have the right to adapt, reproduce, edit, modify, and make derivative works of and from the videotape in any media or technology now known or hereafter developed in perpetuity, so long as the use is in keeping with the purposes and uses set forth above. The content may be webcast, broadcast, cablecast, placed on public Websites and video sharing sites or any other distribution channels or venues existing now or in the future. You recognize that the videotapes and other works shall be the exclusive property of University of Oregon. In addition, you waive all claims to compensation or damages based on the use of your image or voice, or both, by University of Oregon. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

Additionally, your enrollment in, and contributions to, the Project may constitute educational records that are protected from disclosure to third parties by University of Oregon policy and FERPA. By signing this Team Rules Agreement, you voluntarily consent to release information that you are registered in this course and to release your contributions to the Project (both work and rights you owned prior to the Project as well as work and rights you create as part of the Project) to others as contemplated by the license below. For works and rights you own personally prior to the Project, but which you voluntarily provide to or include in work for the Project, University of Oregon agrees to provide you customary attribution/credit.

Work undertaken in, or contributed to, this Project is subject to contractual reporting, intellectual property, and assignment/licensing obligations to Clackamas County. As a condition of participation in the Project, you agree to cooperate with the University of Oregon through the Project Supervisor in fulfilling its obligations under these and any similar University of Oregon contracts pertaining to work in this Project. You will not disclose to University of Oregon or use in the Project any proprietary subject matter in which

you assert a personal claim inconsistent with your participation in the Project or University of Oregon’s obligations to any third party. For new work undertaken in, or contributed to, this Project and for pre-existing works and rights you own personally, but which you voluntarily provide to, or include in, work for the Project, you hereby grant to Clackamas County and University of Oregon a paid-up, royalty-free, non-exclusive, worldwide right to use such works and rights, including but not limited to creation of derivative works, reproduction of such work and derivative works in copies, distribution of such work and derivative works, public display and performance of such work and derivative works, and sale and licensing of such work and derivative works to others as part of Project-related materials for the purposes of Clackamas County and University of Oregon related to this Project. You understand your work may be provided, or may be incorporated into what is provided to and implemented by Clackamas County or its agents. You hereby give the University of Oregon permission to provide a copy of your work to Clackamas County to the extent that you have any ownership or other interest in that work. You further give the University of Oregon and Clackamas County permission to use your work for any Project purpose, including incorporation into any final project of Clackamas County.

If these Team Rules are acceptable to you, please sign below to indicate your concurrence.

Concurrence

Student Signature _____ Date _____

Printed Name _____

Project Supervisor Signature _____ Date _____

Printed Name _____