

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING A)	RESOLUTION NO. 97-2541
CONTRACT WITH OMSI TO DEVELOP)	
INTERACTIVE DATA AND CURRICULUM)	Introduced by Mike Burton
MATERIALS AT METRO WASHINGTON)	Executive Officer
PARK ZOO.)	

WHEREAS, Metro supports the partnership between various institutions and private corporations, including OMSI and Tektronix; and

WHEREAS, the zoo has received a grant from Tektronix for zoo science stations which includes a partnership with OMSI for development of interactive data and curriculum materials for the stations on the zoo's web page; and

WHEREAS, Tektronix has specified that the zoo would contract with OMSI for the web page design; and

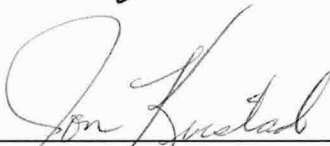
WHEREAS, the coordinating organization is the organization required to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, the Executive Officer has reviewed the contract with OMSI and hereby recommends Council approval; now, therefore,

BE IT RESOLVED,

That the Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with OMSI from the competitive proposal requirement pursuant to Metro Code Chapter 2.04 because the Council finds OMSI to be the sole provider of the required services in that the funding source (Tektronix) requires that OMSI provide this service.

ADOPTED by the Metro Council this 7th day of August, 1997.



Jon Kvistad, Presiding Officer

Approved as to form:



Daniel B. Cooper, General Counsel

c:\contract\omsires.doc

EXHIBIT A

Project: _____

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is 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, OR 97232-2736, and _____

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____, 1997, and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ DOLLARS AND NO/100THS (\$ _____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance

including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its 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 its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Scope of Work / Terms of Payment

Contractor will:

Design and create a web page for the Metro Washington Park Zoo's Science Station Project. The purpose of the Web site will be to provide public access to observations collected by Zoo observers during the project. OMSI will design and create a Web page that will describe the Zoo project and provide a mechanism for Web visitors to browse and examine observations and reports.

The front Web page will include a general description of the project with hyper-text links to supporting Web pages with more thorough information. Supporting Web pages will include information about the goals of the project, who is administrating the project, who can participate, and what will be done with the data during and after the project. The front Web page will also link to project reports, individual observations, and background material on each animal subject.

During the project there will be updates on the Web site describing recent observations and analyses. Staff at the Metro Washington Park Zoo can enter short daily updates and/or more detailed weekly or monthly reports on the project. Web visitors will be able to browse archived reports and search by topic or keyword. The Web site will also include a searchable database of recorded observations, searchable by observer, date or keyword.

The web site will include complete versions of curriculum materials associated with each science station.

Each animal subject will be described on a separate Web page, including background material about their species and specific information about their behavior and history. The pages will contain photographs, video, and audio clips. Each page will include a mechanism to browse observations and reports about individual animal subjects.

To administrate these features in the Web site, OMSI will create utilities that will automate most of the administrative tasks. Project staff can enter daily reports, answer questions, and archive observations. The administrative Web pages will be restricted by password so only Zoo staff have access to them.

OMSI staff will meet with appropriate Zoo staff at least weekly in the course of the project to review and develop the design.

Maximum amount of contract is \$10,000 to be paid in monthly installments. Payments will be based upon accomplishment of project milestones established with OMSI when the contract is awarded.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 97-2541 FOR THE PURPOSE OF AUTHORIZING A CONTRACT WITH OREGON MUSEUM OF SCIENCE AND INDUSTRY (OMSI) TO DEVELOP INTERACTIVE DATA AND CURRICULUM MATERIALS AT METRO WASHINGTON PARK ZOO

Date: August 7, 1997

Presented by: Roger Yerke

PROPOSED ACTION

Adoption of Resolution No. 97-2541 would the execution of a personal services contract (Exhibit A) with Oregon Museum of Science and Industry (OMSI) to develop interactive data and curriculum materials for the zoo science stations on the zoo's web page.

FACTUAL BACKGROUND

The zoo has received a grant from Tektronix for zoo science stations which includes a partnership with OMSI for development of interactive data and curriculum materials for the stations on the zoo's web page. The Tektronix grant specified that the zoo would contract with OMSI to design the web page because Tektronix has required that OMSI be the zoo's partner in this endeavor. The total cost of the project is \$10,000 which will be paid solely by the grant from Tektronix.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 97-2541.