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INTERGOVERNMENTAL AGREEMENT NO. 20860

This intergovernmental agreement ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon acting through its Emergency Management Division ("Client"), and the University of Oregon, on behalf of its Oregon Partnership for Disaster Resilience and its Community Service Center ("University").

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 30, 2014.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$10,000.00 for performance of the Work.

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

1. Schedule.

Client will pay University 33% of the fixed fee (\$3,333.00) upon execution of this Agreement.

Client will pay University 33% of the fixed fee (\$3,333.00) upon receipt, review and approval of invoice on or about June 30, 2014.

Client will pay University the remaining 33% of the fixed fee (\$3,334.00) upon receipt, review and approval of invoice on or about September 30, 2014.

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. If Client terminates this Agreement, it will pay University for services rendered, work performed and accepted, non-cancellable obligations created, and costs incurred up to the date of termination.

6. Ownership of the Work Product

A. University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data conceived in the course of performance of the Work ("Work Product") University produces under this Agreement is the property of

University. University grants to Client a royalty-free, non-exclusive, non-commercial and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product.

- B. **Client Work Product.** All Work Product Client produces under this Agreement is the property of Client. Client grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.
- C. **Joint Work Product.** Client and University are joint owners of and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this 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 351, with adequate levels of excess liability insurance.

9. **Notice and 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)

Sue Lamb
535 NE 5th St
McMinnville, OR 97128
Phone: (503) 434-7340
lamb@co.yamhill.or.us

University (Technical)

Joshua Bruce
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-7326
jdbuce@uoregon.edu

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

Client (Business)

Same as Technical Contact

University (Business)

Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219

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. Sovereignty

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

15. 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.

16. 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.

17. 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.

18. 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

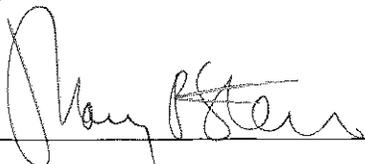
agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

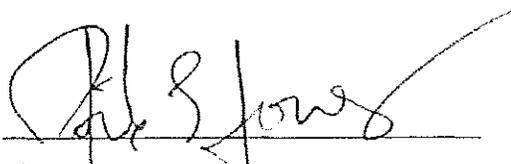
19. Entire Agreement; Modification

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.

CLIENT

UNIVERSITY OF OREGON





Signature

Signature

Mary P. Stern

Patrick L. Jones

Name

Name

Chair, Board of Commissioners

Associate Vice President for Research & Innovation

Title

Title

3/6/14

3/5/2014

Date

Date

Tax ID No. 93-6002318

Tax ID No. 48-1278531

Exhibit A - Scope of Work

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on

3/6/14 by Board Order
14-135

Exhibit A: Statement of Work
Oregon Partnership for Disaster Resilience (OPDR)
Proposed Scope of Work for
Yamhill County's Multijurisdictional
Natural Hazards Mitigation Plan Update

Purpose

The purpose of this scope of work is to describe in detail how the Oregon Partnership for Disaster Resilience (OPDR), a program within the University of Oregon's Community Service Center, intends to support Yamhill County in updating their existing natural hazards mitigation plan in accordance with 44 CFR 201.6.

Because OPDR has successfully facilitated similar FEMA compliant natural hazard mitigation planning initiatives throughout the state over the past ten years,¹ Yamhill County will receive the accumulated benefits of OPDR's experiences and lessons learned.

Oregon's Approach to Natural Hazards Mitigation

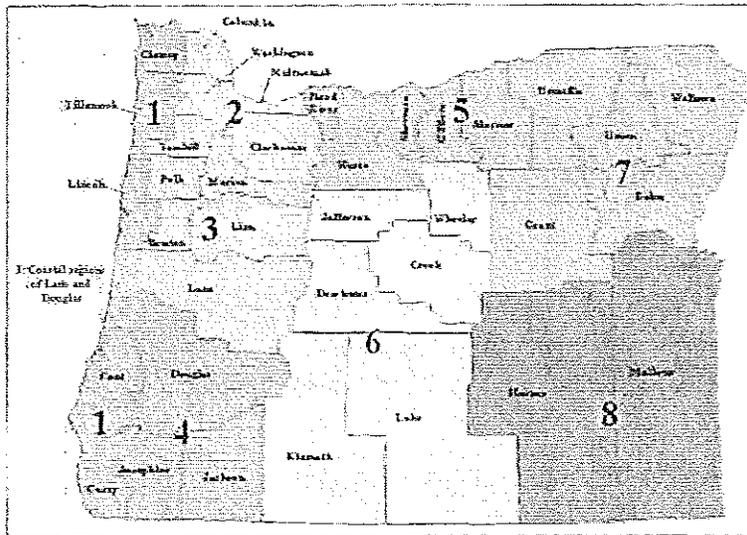
The state of Oregon aims to build local capacity in developing and implementing risk reduction strategies through plan development support, professional assistance, resource sharing, and technical assistance. To achieve this objective, OPDR works closely with Oregon Emergency Management, the Department of Land Conservation and Development and the Department of Geology and Mineral Industries to foster partnerships among agencies, communities, academia, and organizations to determine needs, identify issues and resources, and develop strategies for risk reduction plans and plan implementation.

In 2004, OPDR and Oregon Emergency Management established a statewide Pre-Disaster Mitigation (PDM) planning program. The PDM planning program systematically provides technical assistance and funds (through FEMA grants) to local governments for the purpose of developing or updating existing local natural hazards mitigation plans. Assistance is targeted annually to physiographic, natural hazard planning regions identified by Oregon Emergency Management (see Figure 1 below). As of 2013, OPDR has successfully assisted more than one-hundred Oregon counties and cities in the development and/or update of FEMA-approved natural hazards mitigation plans. OPDR's local plan update support is informed by this history of experience, and follows six planning stages:

1. Getting Started
2. Reviewing the Risk Assessment
3. Reviewing the Mitigation Strategy
4. Reviewing the Plan Maintenance Process
5. Final Plan Preparation
6. Plan Implementation and Maintenance

¹ Grant: PDM-C-PL-10-OR-2005-003 Award Number: EMS-2005-PC-0004; Grant: PDMC-10_OR-2006 Award Number: EMS-2006-PC-0003; Grant: PDMC-10_OR-2007 Award Number: EMS-2007-PC-0005; Grant: FEMA HMGP#1733.0005; Grant: PDMC-PL-10-OR-2009-001 Award Number: EMS-2009-PC-0001; Grant: PDMC-PL-10-OR-2011-002 Award Number; Grant: PDMC-PL-10-OR-2011-002 Award Number EMS-2011-PC-0002; Grant: PDMC-PL-10-OR-2012-002 Award Number EMS-2012-PC-0004.

Figure 1: OEM Pre-Disaster Mitigation Planning Regions



2011-2012	Region 5
2012-2013	Regions 7 and 8
2013-2014	Region 6
2014-2015	Regions 1 and 4
2015-2016	Regions 2 and 3

Proposed Scope of Work

The Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon’s Community Service Center (CSC) is responsible for the completion of all tasks described within this scope of work. The OPDR – CSC team will be comprised of Josh Bruce, Interim Director, OPDR; Mike Howard, Program Specialist, OPDR; Anya Dobrowolski, Project Coordinator, CSC; Julie Foster, Grants Administrator, CSC; and Julie Havens, Program Administration, CSC.

OPDR’s activities are enhanced by external partners’ ability to provide technical resources. Partners that OPDR will invite to participate in this project include, but will not be limited to, Oregon Emergency Management, Department of Land Conservation and Development, Oregon Chapter of the American Planning Association, Oregon Regional Solutions, the League of Oregon Cities, City County Insurance Services, Association of Oregon Counties, Department of Geology and Mineral Industries, U.S. Geological Survey, National Weather Service, United States Army Corps of Engineers, and the State Interagency Hazard Mitigation Team.

OPDR recognizes that participating communities (Yamhill county and cities) may require staffing assistance to complete their natural hazards mitigation plan updates. To address this need, OPDR will engage students at the University of Oregon to assist with research, process and plan writing.

Overview of Tasks and Timelines

Local NHMP Update Technical Assistance and Support

The following section outlines the tasks that OPDR will implement to assist Yamhill County in updating their multijurisdictional natural hazards mitigation plan.

1) Pre-Disaster Mitigation Local Plan Update Support

Throughout the planning process, OPDR will provide regular plan update support to Yamhill County and participating cities. Support may take the form of face-to-face meetings, telephone conversations, and/or e-mail exchanges.

Product(s):	Plan update support activities Communication and site visits
Timeline:	Ongoing
Relation to Planning	Stage 1: Getting Started
Stages:	Stage 2: Reviewing the Risk Assessment Stage 3: Reviewing the Mitigation Strategy Stage 4: Reviewing the Plan Maintenance Process Stage 5: Final Plan Preparation Stage 6: Plan Implementation and Maintenance

2) Finalize Project Work Plan

OPDR will work with Yamhill County to develop and finalize a work plan. The work plan will accommodate all aspects of the plan update process, and will follow OPDR's six-stage plan update process unless another process is desired. In order to ensure compliance with the CFR, OPDR will emphasize the following aspects of work plan development:

1. Identify a project 'lead' and develop, or re-establish a plan update steering committee;
2. Invite cities to participate in the plan update process;
3. Facilitate and document steering committee meetings;
4. Develop and implement public participation processes;
5. Develop effective strategies for integrating mitigation within existing plans and policies;
6. Update and improve upon the existing natural hazards mitigation plan's risk assessment;
7. Update and improve upon risk maps where possible;
8. Create a final draft of the updated natural hazards mitigation plan; and
9. Develop an effective plan implementation and maintenance work plan.

OPDR will assist with all aspects of work plan development, and will provide technical assistance and/or resources to assist with implementation where needed.

Product(s):	Final work plan / schedule
Timeline:	Winter 2014
Relation to Planning	Stage 1: Getting Started
Stages:	

3) Identify and Compile Best Available Hazard Data

OPDR staff will work with local, regional and state partners to identify and compile the best available hazard data. Particular focus will be given to identifying and incorporating new data sources and/or hazard specific research completed since the plans were last adopted. OPDR will query our partners at OEM, DOGAMI, DLCD, USGS, USFS and others to ensure we have identified the most current, relevant hazard data for the region. As part of this task, OPDR will work with the staff leads in the county and each participating city to obtain lists of all known local hazard data sets.

Product(s):	Lists of Best Available Hazard Data
Timeline:	Winter/ Spring 2014
Relation to Planning	Stage 1: Getting Started

Stages: Stage 2: Reviewing the Risk Assessment

4) Update and Distribute Planning Resources

OPDR will distribute relevant FEMA, OEM and OPDR developed mitigation plan update training materials. Materials will include the OPDR *Pre-Disaster Mitigation Plan Update Training Manual* that focuses on providing communities with an understanding of FEMA's Pre-Disaster Mitigation planning requirements and specific training webinars. In addition, OPDR will provide participating communities with NHMP planning templates. OPDR will post all training and plan update support materials to the project web page hosted on the OPDR website. In addition to providing a venue for information dissemination and plan document review, the project website will include all available electronic documents and mitigation planning resources that are distributed via training sessions or as technical memos.

Product(s): Updated mitigation plan templates
Planning initiative website
Timeline: Winter to Summer 2014
Relation to Planning Stage 1: Getting Started
Stages: Stage 2: Reviewing the Risk Assessment
Stage 3: Reviewing the Mitigation Strategy
Stage 4: Reviewing the Plan Maintenance Process

5) Update Community Profiles & Assess Existing Plans and Policies

OPDR will update the community profile section of the county's natural hazards mitigation plan. Community profiles are completed in order to help define and understand counties' sensitivities and resilience to natural hazards. Sensitivity factors can be defined as community assets and characteristics that may be impacted by natural hazards (e.g., special populations, economic factors, and history and cultural resources). Community resilience factors can be defined as the community's ability to manage risk and adapt to hazard event impacts (e.g., governmental structure, agency missions and directives, and plans, policies, and programs). Information from the community profile and hazard assessments is used as local rationale for the development of risk-reduction actions.

In order to better understand communities' existing resilience factors, the community profiles identify existing plans and policies within the community that incorporate mitigation strategies. When updating community profiles, OPDR will complete an assessment (or "audit") of existing plans and policies. For example, OPDR will complete a crosswalk between the Oregon Planning Goal 7 – Natural Hazards section of the Comprehensive Plan and the Natural Hazard Mitigation Plan. The purpose of the audit will be to analyze the effectiveness of current policies, ordinances, and plans in reducing risk from natural hazards. The audit will include specific recommendations for changes or improvements in policy and planning documents.

Product(s): Updated community profile
Audit of existing plans and policies
Timeline: Winter/ Spring 2014
Relation to Planning Stage 3: Reviewing the Mitigation Strategy
Stages: Stage 4: Reviewing the Plan Maintenance Process

6) Draft Plan Preparation and Internal Review

OPDR will support the local staff leads responsible for preparing the draft NHMP and city addenda. Specifically, OPDR will provide current plan templates and will review individual plan sections and will provide feedback to ensure the plans meet the requirements of 44 CFR 201.6.

Product(s):	Draft Natural Hazard Mitigation Plan
Timeline:	Spring/ Summer 2014
Relation to Planning	Stage 2: Reviewing the Risk Assessment
Stages:	Stage 3: Reviewing the Mitigation Strategy
	Stage 4: Reviewing the Plan Maintenance Process
	Stage 5: Final Plan Preparation

7) Final Plan Review & Adoption

OPDR will review the final draft NHMP and participating city addenda and provide comments on the plan update requirements. OPDR will then work with the county to forward the plan draft to OEM and FEMA for review for compliance with the Disaster Mitigation Act of 2000. Upon receipt of FEMA pre-approval letters, OPDR will work with Yamhill County to begin local adoption processes, which take place via resolution.

Product(s):	Final plan reviews
	Draft adoption resolution language
Timeline:	Summer/ Fall 2014
Relation to Planning	Stage 5: Final Plan Preparation
Stages:	

Budget

Yamhill County NHMP Update January 2014 - September 2014		
	Yamhill EMPG	Total
A. CSC-OPDR Staff		
OPDR Director (Bruce)	522	522
OPDR Staff (Howard)	1,880	1,880
OPDR Asst (Dobrowolski)	2,950	2,950
Staff Salaries SUBTOTAL	5,352	5,352
Staff fringe benefits (OPE)	3,628	3,628
Staff OPE SUBTOTAL	3,628	3,628
CSC-OPDR Staff TOTAL	8,980	8,980
B. Direct Expenses		
1. Travel	300	300
2. Telephone	50	50
3. Printing/Copying	75	75
4. Postage	19	19
5. Supplies (including meeting refreshments)	100	100
Direct Expenses SUBTOTAL	544	544
C. Community Involvement		
Subagreements SUBTOTAL	-	-
E. Management Costs (F&A) Capped at 5%	476	476
	EMPG Grant Share (100%)	TOTAL PROJECT
TOTAL PROJECT COSTS	\$ 10,000	\$ 10,000