

RESEARCH SERVICES AGREEMENT NO. 27521

This research services agreement ("Agreement") is between Yamhill County ("Client"), and the University of Oregon ("University").

1. Scope of Work

University will perform the services described in **Exhibit A - Scope of Work** (the "Work"). For the purposes of clarity, this Agreement will provide funding for a portion of the Work. University shall only be obligated under this Agreement to perform that portion of the Work which University is able to, in its sole discretion, perform using the funds provided by this Agreement. The remaining portion of the Work is subject to separate agreement and University shall have no obligations to Client under this agreement beyond the portion of the Work funded by this Agreement.

2. Period of Performance

This Agreement is effective when signed by both parties and will terminate on 05/31/2020.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$8,000.00 for performance of the Work. University may incur expenses as of June 1, 2019. Client certifies that no Federal funds will be paid to University under this Agreement.

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. If Client terminates this Agreement, it will pay University for services rendered, work performed, 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 created 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 352, 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)

Brian Young
Emergency Manager
535 NE 5th St.
McMinnville, OR 97128
Phone: (503) 474-6300
youngb@co.yamhill.or.us

University (Technical)

Michael Howard
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-8413
mrhoward@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 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. For any other publication containing a reference to Client's name, University will obtain the Client's prior written approval.

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. To the fullest extent permitted by the laws of the State of Oregon, subject to the limitations contained in the Oregon Tort Claims Act and the Oregon Constitution, 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 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

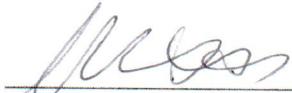
The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. 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 its subject matter. Any amendments to this Agreement will be made in writing and signed by Client and University.

CLIENT

UNIVERSITY OF OREGON



Signature

Mary STARRETT

Name

Vice-Chair, Board of Commissioners

Title

6/20/19

Date

Tax ID No. _____



Signature

Elizabeth Thomson Denecke

Associate Director, Sponsored Projects Services

4-30-19

Date

Tax ID No. 46-4727800

Exhibit A - Scope of Work

Accepted by Yamhill County
Board of Commissioners on
6/20/19 by Board Order
19-187



UNIVERSITY OF OREGON

Exhibit A

Yamhill County/OPDR Cooperative Intergovernmental Agreement Natural Hazards Mitigation Plan Update Scope of Work

Background and Purpose

The Federal Emergency Management Agency (FEMA) requires that counties and cities update their Natural Hazard Mitigation Plans (NHMP) every five (5) years to be eligible for Hazard Mitigation Assistance funds (44 CFR 201). Yamhill County last updated its FEMA compliant Natural Hazard Mitigation Plan on November 5 of 2014, and thus must have a FEMA compliant NHMP approved by FEMA and adopted locally by November 4 of 2019 to remain eligible for Hazard Mitigation Assistance funding. Having an updated NHMP will allow Yamhill County to continue its efforts to reduce risks to hazards through proactive mitigation planning, projects and policy.

The purpose of this project is to (1) update the existing Yamhill County NHMP, (2) improve the risk assessment section through updating the county and city hazards and vulnerabilities, and (3) streamline the plan for better usability where possible. When implemented, the benefits of an updated NHMP include reduced loss of life and property and decreased long-term economic losses due to reduced recovery and reconstruction costs. By updating the NHMP, Yamhill County will not only remain eligible for FEMA Hazard Mitigation Assistance funds but will also be a more secure place for industry, citizens, business, and beyond through focused attention on local mitigation actions and investments.

This Scope of Work (SOW) describes in detail how Yamhill County Emergency Management will partner and collaborate with the Oregon Partnership for Disaster Resilience (OPDR) at the University of Oregon's Institute for Policy Research and Engagement (IPRE) to update the Yamhill County Multi-Jurisdictional NHMP. This statement includes a description of the general roles and responsibilities of each of the organizations listed above, including the cities responsibilities as being part of the multi-jurisdictional NHMP. This SOW will be implemented through a regional FEMA Hazard Mitigation Grant Program tied to Oregon Presidential Disaster Declaration #4328. This project falls under the HMGP 7% planning set aside. The grant will be administered by the Oregon Military Department's Office of Emergency Management (OEM). Yamhill County will provide matching funds to support the grant.

INSTITUTE FOR POLICY RESEARCH AND ENGAGEMENT

1209 University of Oregon | Eugene, Oregon 97403 | T: 541.346.3889 | F: 541.346.2040 <http://OPDR.uoregon.edu>

An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

B.D. 19-187
Exhibit "A"
Pg. 1 of 8

Proposed Work Program

Josh Bruce, IPRE Faculty and OPDR Program Director will oversee the project deliverables. Michael Howard, IPRE Faculty will oversee day-to-day research and project management. The team may include other IPRE faculty as well as student research interns at UO.

OPDR's plan update will operate on a six-phase mitigation planning process that has successfully resulted in FEMA-approved mitigation plans in numerous communities throughout Oregon. The OPDR planning process generally includes the following six phases:

- Phase I. Getting Started
- Phase II. Review and Update the Risk Assessment
- Phase III. Review and Update the Mitigation Strategies
- Phase IV. Review and Update the Implementation and Maintenance
- Phase V. Finalize the Plan Update
- Phase VI. Convene the Coordinating Body

OPDR will assist Yamhill County with administering the six phases in the planning process described above with specific focus on Phases II through IV. The scope of work below includes a list of parties involved and their specific roles, descriptions of each task, a list of associated work products, a timeline, and documents explaining how the task relates to the six-phase planning process described above.

Roles and Responsibilities

Yamhill County Emergency Management staff:

- Convene, coordinate and staff the Yamhill County NHMP steering committee. This committee will serve as an advisory board to the Emergency Manager and will not be subject to Oregon public meeting law.
- Coordinate and support development of participating city and special district NHMP addenda within the county NHMP document.
- Coordinate and implement public outreach process including project website.
- Track and fulfill agreement deliverables and complete and submit quarterly progress reports.
- Work with UO-OPDR to submit the draft NHMP to OEM and FEMA for review and pre-approval.
- Present the FEMA pre-approved plan to the Yamhill County Board of Commissioners for local adoption.
- Provide plan development support.
- Grant administration, including quarterly reporting, grant documentation, etc.

University of Oregon OPDR team:

- Serve as the primary contact for information about the natural hazard mitigation plan update process.
- Serve as a technical advisor to Yamhill County emergency management staff.
- Provide plan development support to the County through training sessions, conference calls, e-mails, and face-to-face meetings.
- Communicate with the Yamhill County project lead (Brian Young) a minimum of once per month.

- Participate in local NHMP update meetings as needed on invitation from the Yamhill County Project Lead.
- Review Yamhill County's current NHMP and note areas of strength and opportunities for improvement.
- Construct original materials for updated NHMP.
- Interact with Yamhill County emergency management team and stakeholders to gauge perception of top priorities and important additions to the current NHMP.
- Write, edit, format the updated NHMP until a presentable draft is created.
- Incorporate constructive feedback from county and stakeholders to create final draft.
- Provide the following planning resources:
 - FEMA plan update resources and OPDR's 2009-10 Natural Hazards Mitigation Plan Update Manual
 - OPDR's Natural Hazard Mitigation Plan Templates
 - Sample Action Item Report
 - OPDR's Action Item Form
 - Plan Appendix – Cost-Benefit Analysis of Mitigation Actions
- Facilitate and document the local planning process as defined in the tasks of this Scope of Work.
- Guide the draft plan through the FEMA review process and local adoption process.

Yamhill County NHMP Stakeholders:

- Attend public workshops administered by Yamhill County Emergency Management and OPDR students and staff.
- Offer data, input, recommendations, and critiques about the current NHMP and potential problems to be considered in the updated plan.

Participating Yamhill County cities:

One of the most important aspects of creating a countywide Natural Hazards Mitigation Update is receiving and interpreting data from the local municipalities to accurately represent the unique needs and intricacies of each city. The 2019 Yamhill County NHMP will work closely with the cities to address vulnerable populations, critical communities, public health, geologic risks, climate-specific challenges, critical facilities, and other highly vulnerable entities. This will be an ongoing effort throughout the NHMP update process that will involve multiple community workshops, outreach efforts, and city-specific data analysis. Yamhill County will be responsible for engaging city partners.

- Convene a local NHMP steering committee (e.g. planning commission, city council or ad hoc committee).
- Provide at least one representative and actively participate in the county steering committee meetings and Plan Update Work Sessions.
- Participate in the County's public outreach and engagement process.
- Develop locally relevant mitigation strategies.
- Present the FEMA pre-approved plan to the City Council for adoption.

Oregon Emergency Management (OEM):

- Provide plan development support.
- Provide administrative oversight on grant.

Scope of Work

The goal of the 2019 NHMP update is to go above and beyond previous updates or minimum updating standards.

Objective 1: Project Kickoff and Work Plan Preparation

Task 1.1: OPDR will meet with the Yamhill County Emergency Management staff and other stakeholders to clarify the goals and objectives of the project. We will review the sequence of activities, the timeline, and budget, required for the completion of the work. OPDR will gather key documents and discuss details of data collection, community involvement, and other issues related to the project. *This meeting may occur via phone or video conference.*

Task 1.1 Timeline: June or July 2019

Task 1.1 Product(s): Yamhill County NHMP Update Work Plan Draft

Task 1.2: OPDR team will craft and distribute the final work plan, based on feedback from Yamhill County and stakeholders.

Task 1.2 Timeline: July 2019

Task 1.2 Product(s): Yamhill County NHMP Update Work Plan Final

Task 1.3: Yamhill County will host a planning initiative webpage on the emergency management website (<http://www.co.yamhill.or.us/emergency-management>) for this project. Yamhill County will post the final updated plan on its website at: <http://www.co.yamhill.or.us/sites/default/files/>. In addition, the OPDR will post a final version of the plan to the University of Oregon's Scholars' Bank.

Task 1.3 Timeline: June/July 2019 (then ongoing)

Task 1.3 Product(s): Project website

Objective 2: Plan Review

Task 2: OPDR will review the 2014 Yamhill County NHMP to assess the changes that have occurred in the previous five years. This task will include review of the county comprehensive plan and will identify opportunities to integrate information from the mitigation plan therein. The planning team will pay attention to comprehensive plan sections that address the Statewide Natural Hazard Planning Goal (Goal 7). OPDR will prepare a Comprehensive Plan Crosswalk summary as well as a Conclusions and Recommendations Memo that identifies specific areas within the Comprehensive Plan to be updated.

Task 2.1 Timeline: June – August 2019

Task 2.1 Product(s): Comprehensive Plan Crosswalk Summary
Conclusions and Recommendations Memo

Objective 3: Risk Assessment

Task 3.1: The first step of the project will be to incorporate updated hazards risk assessment information generated by, among others, DOGAMI, FEMA Risk MAP, US Geological Survey, US Army Corps, Yamhill County since 2014. The focus of this effort will be on utilizing

existing risk assessment information, rather than generating new information.¹ The assessment will include an update of the hazard history and previous occurrences for Yamhill County as well as clarifying the location, extent and probability information where relevant. OPDR will work with the staff leads in the county and each participating city to obtain lists of all known local hazard data sets. NHMP city leads will provide current hazard data to compliment county-wide information.

Task 3.1 Timeline: July – September 2019

Task 3.1 Product(s): NHMP Steering Committee Meeting
Updated hazard history and hazard descriptions

Task 3.2: OPDR will utilize the prior Risk Assessment and the most recent Yamhill County Hazard Analysis to update the hazard probability and vulnerability scores. OPDR will utilize best available data to inform the Risk Assessment update, paying attention to information developed by DOGAMI through the FEMA Risk MAP process. OPDR will meet with the Yamhill NHMP steering committee to review the hazard history and draft risk assessment. We will work with Yamhill County and other available partners to update any hazard maps utilized in the plan.

Task 3.2 Timeline: July – October 2019

Task 3.2 Product(s): Updated Risk Assessment Section

Objective 4: Draft Mitigation Plan Goals and Action Plan

Task 4.1: Building from the Objective 3: Risk Assessment, the OPDR team will work with the Yamhill County Emergency Management department to draft and refine goals and objectives related to the 2019 Yamhill County NHMP. This will include an evaluation of the exiting NHMP Goals against the recently update State of Oregon NHMP Goals. These goals will be updated and refined from the 2014 NHMP. We will also have a discussion of what updates and changes need to be made for the updated plan.

Task 4.1 Timeline: July – October 2019

Task 4.1 Product(s): NMHP Steering Committee Meeting
Updated Plan Mission and Goals

Task 4.2: The updated goals and risk assessment will inform an updated and prioritized set of specific mitigation actions. The OPDR team will work with the NHMP steering committee to review and update the status of existing mitigation actions. In addition, the team and steering committee will identify new actions to be added to the plan. Finally, the team and steering committee will select a short list of priority actions for the five-year planning period.

Task 4.2 Timeline: September – November 2019

Task 4.2 Product(s): Updated Mitigation Strategy

¹ NOTE: Yamhill County does not intend to use Hazus to generate any new risk assessment information. The SOW describes the proposed risk assessment approach in tasks 3.1-3.3. To the extent that new Hazus derived information is *available* at the time the risk assessment is being updated, the county will incorporate it.

Objective 5: Community Outreach

Task 5: OPDR will assist Yamhill County staff with developing and implementing a public outreach strategy. Yamhill County and each participating city will be responsible for public outreach related to this plan update. The county intends to leverage existing engagement strategies to tailor specific outreach strategies. Options the county is considering include:

- Community Events
- Social media
- Area-specific meetings
- Forums

Because the county cannot speak on behalf of each city, specific strategies, number, or characteristics are not available at this time.

Task 5 Timeline: Ongoing

Task 5 Product(s): Public feedback to be used in NHMP draft

Objective 6: City NHMP Update Support and Technical Assistance

Task 6.1: OPDR faculty and students will assist cities that actively participate in the County Steering Committee Meetings in updating their respective NHMP Addenda. OPDR will provide technical assistance and process facilitation support to the participating jurisdictions.

Task 6.1 Timeline: June –December 2019

Task 6.1 Product(s): Updated City Addenda

Task 6.2: (Optional) Time, capacity, and resources permitting, OPDR will also provide support to Special Districts interested in developing an addendum to the County NHMP. OPDR will assist special districts that actively participate in the County Steering Committee Meetings in completing the OEM special district mitigation planning template. OPDR will provide technical assistance and process facilitation support to the participating special districts.

Task 6.2 Timeline: June 2019 – February 2020

Task 6.2 Product(s): Special District Addenda

Objective 7: Draft and final deliverables

Task 7.1: OPDR will prepare a draft 2019 Yamhill County Natural Hazards Mitigation Plan. We will meet with Yamhill County Emergency Management team to review and discuss the updated plan. After revisions are discussed, the OPDR team will construct and submit a final version of the plan.

Task 6.1 Timeline: July 2019 – February 2020

Task 6.1 Product(s): Draft NHMP for County review

Task 7.2: OPDR will submit the final FEMA “review draft” to the State of Oregon Office of Emergency Management for initial review. OEM will forward the plan to FEMA for review and pre-approval. FEMA will have 45-days from the date of submittal to review the plan.

Task 7.2 Timeline: December 2019– April 2020

Task 7.2 Product(s): NHMP for OEM/FEMA review

Task 7.3: Once the plan is pre-approved by FEMA, Yamhill County and the participating cities and special districts will formally adopt the plan. Adopting resolutions will be forwarded to FEMA for final plan approval.

Task 7.3 Timeline: February 2020 – May 2020

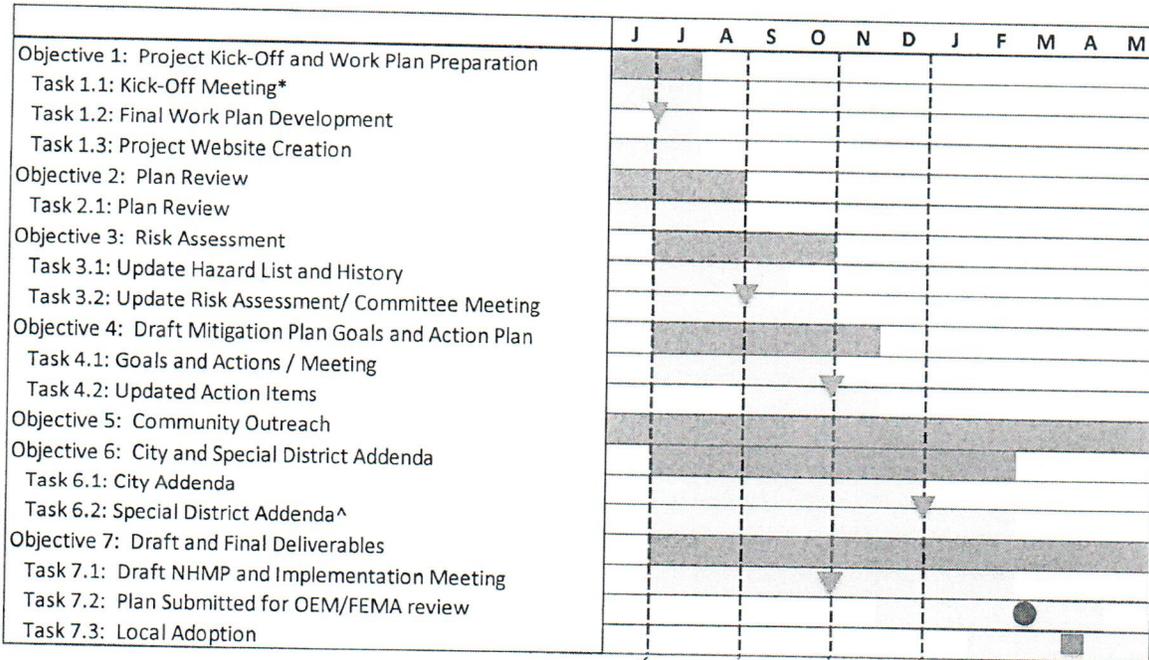
Task 7.3 Product(s): FEMA approved Yamhill County NHMP

Deliverables

Our work program will result in one major product:

1. A FEMA-compliant Natural Hazards Mitigation Plan updated for the year 2019/2020.

Schedule



Steering Committee Meeting ▼

FEMA Review ●

Local Adoption ■

Trip 1* Trip 2 Trip 3 Trip 4-6+**

Notes: * - This meeting may occur via phone or web conference, ** - city meetings will occur over a period to conclude by December 2019, ^ - Task 6.2 is optional based on need, time, and resources.

Budget

Category	Cost	FEMA	Yamhill County
Labor			
Salaries	\$ 18,383	\$ 13,725	\$ 4,658
Fringe Benefits	\$ 13,135	\$ 9,807	\$ 3,328
Labor Subtotal	\$ 31,518	\$ 23,532	\$ 7,986
Direct			
Travel	\$ 400	400	\$ -
Other Project Printing/Supplies	\$ 82	68	\$ 14
Direct Costs Subtotal	\$ 482	\$ 468	\$ 14
University Overhead (@0%)	\$ -	\$ -	\$ -
TOTAL	\$ 32,000	\$ 24,000	\$ 8,000
	\$ 32,000	75.00%	25.00%