

RESEARCH SERVICES AGREEMENT NO. 24361

This research services agreement (“Agreement”) is between the City of Salem (“Client”), and the University of Oregon (“University”). University has received an award from the Federal Emergency Management Agency to perform certain services (“Prime Award”). Client desires to provide University additional funding to be used as match funding to the Prime Award. The parties agree as follows:

1. Scope of Work

University will perform some portion of 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 6/30/2017.

3. Payment

- A. Fixed Fee.** Client will pay University a Fixed Fee of \$5,000.00 for performance of the Work. Client certifies that no federal funds will be paid to University under this agreement. University may incur expenses as of 10/1/2016.
- 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 on or about the date this agreement terminates.

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)

Roger Stevenson
Phone: (503) 763-3331
rstevenson@cityofsalem.net

University (Technical)

Josh Bruce
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-7326
jdbruce@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

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.** To the fullest extent permitted by the laws of the jurisdiction in which Client's headquarters is located, 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. The parties may only amend it in writing signed by an authorized representative of each party.

CLIENT

UNIVERSITY OF OREGON

Signature

Name

Title

Date

Tax ID No. _____



Signature

Analinda Camacho

Name

Director, Sponsored Projects Services

Title

12-14-16

Date

Tax ID No. 46-4727800

Exhibit A - Scope of Work



City of Salem/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 in order to be eligible for Hazard Mitigation Assistance funds (44 CFR 201). City of Salem's last FEMA compliant Natural Hazard Mitigation Plan was updated in December of 2012, and thus must have a FEMA compliant NHMP approved by FEMA and adopted locally by December 16 of 2017 in order to remain eligible for Hazard Mitigation Assistance funding. Having an updated NHMP will allow City of Salem to reduce potential damage due to natural hazards as well as provide strategies for risk reduction.

According to FEMA, mitigation plans, "identify the natural hazards that impact them, to identify actions and activities to reduce any losses from those hazards, and to establish a coordinated process to implement the plan, taking advantage of a wide range of resources."

The purpose of this project is to update the existing City of Salem NHMP. 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, City of Salem will not only remain eligible for FEMA 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 the Oregon Partnership for Disaster Resilience (OPDR) and City of Salem Emergency Management intend to work collaboratively to update the City of Salem Multi-Jurisdictional NHMP. This project coincides with the update of the Marion County NHMP. The timing of this project is intended to better align City of Salem and Marion County NHMP activities. City of Salem is an active participant in the Marion County NHMP update process and it is important for continuity and collaboration that Salem update its NHMP at this time.

This statement includes a description of the general roles and responsibilities of each of the organizations listed above. This SOW will be implemented through a regional Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Planning grant (PDM 14) administered by the Oregon Military Department's Office of Emergency Management (OEM).¹ Other jurisdictions

¹ Subgrantee Name: Oregon Partnership for Disaster Resilience (OPDR), University of Oregon Grant: EMS-2014-PC-0011, Sub-grant Application Reference: PDMC-PL-10-OR-2014-002.

participating in this regional grant include Marion, Linn, Polk Benton, Multnomah and Washington Counties. Grant funds will support the UO/OPDR team in assisting City of Salem with this update. City of Salem will provide cash match to support the grant.

Proposed Work Program

The University of Oregon Community Service Center (CSC) will begin working with the City of Salem Emergency Management in the Fall of 2016 in order to plan, research, draft, and publish the 2016/17 City of Salem NHMP deliverables. A final draft FEMA pre-approvable version of the 2016/17 City of Salem NHMP will be available by June of 2017 (at the latest).

The CSC team will include CSC staff as well as graduate students in the Community and Regional Planning Program at UO. Josh Bruce, CSC Faculty and OPDR Program Director will advise on project activities; Aniko Drlik-Muehleck CSC Faculty and project manager will manage day-to-day project tasks and oversee student interns assigned to work on the project.

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 City of Salem 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

CSC Faculty and Oregon Partnership for Disaster Resilience (OPDR):

- Serve as the primary contact for information about the natural hazard mitigation plan update process.
- Serve as a technical advisor to City of Salem emergency management staff.
- Provide plan development support to the City through conference calls, e-mails, and face-to-face meetings.
- Communicate with the City of Salem project lead (Roger Stevenson) a minimum of once per month.
- Participate in local NHMP update meetings as needed on invitation from the City of Salem Project Lead.

- 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.
- Grant administration.

Salem Emergency Management staff:

- Convene, coordinate and staff the City of Salem 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 implement public outreach process including project website.
- Track and fulfill agreement deliverables and contribute information as needed for quarterly grant progress reports.
- Work with OPDR to submit the draft NHMP to OEM and FEMA for review and pre-approval.
- Present the FEMA pre-approved plan to the City of Salem City Council for local adoption.
- Provide UO with \$5,000 cash match.
- Provide plan development support.

Salem NHMP Stakeholders:

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

Oregon Emergency Management (OEM):

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

Scope of Work

The following subsections outline the objectives and tasks for this project.

Objective 1: Project Kickoff and Work Plan Preparation

Task 1.1: CSC will meet with the City of Salem 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. CSC will gather key documents and discuss details of data collection, community involvement, and other issues related to the project.

Task 1.1 Timeline: Complete

Task 1.1 Product(s): N/A

Task 1.2: CSC will work with City of Salem to host a planning initiative website for this project. The website will be hosted by City of Salem or the CSC if needed. The University of Oregon's Scholars' Bank, will serve as the repository for final adopted plans, making them web accessible to the general public.

Task 1.3 Timeline: October, 2016

Task 1.3 Product(s): Project website

Objective 2: Plan Review

Task 2.1: The CSC will review the 2012 City of Salem NHMP to assess the changes that have occurred in the previous five years. This task will include review of the comprehensive plans of each of the participating communities and will identify opportunities to integrate information from the mitigation plans therein. The planning team will pay particular attention to comprehensive plan sections that address the Statewide Natural Hazard Planning Goal (Goal 7). CSC 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: October-December, 2016

*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 document existing natural hazards risk assessment information for City of Salem. Notably, FEMA is conducting a Risk MAP project currently. CSC will coordinate with this and other existing risk assessment activities in Salem to reduce duplication of effort and ensure consistency across emergency management plans. This task will include an update of the hazard history for City of Salem.

Task 3.1 Timeline: October 2016 – February 2017

Task 3.1 Product(s): Updated hazard history, hazard descriptions and risk assessment

Objective 4: Draft Mitigation Plan Goals and Action Plan

Task 4.1: Building from the Objective 3: Risk Assessment, the CSC team will work with the City of Salem Emergency Management department to draft and refine goals and objectives related to the City of Salem NHMP. This will include an evaluation of the exiting NHMP Goals against the recently updated Marion County NHMP Goals. These goals will be updated and refined from the 2012 NHMP. We will also have a discussion of what updates and changes need to be made for the updated plan.

Task 4.1 Timeline: October 2016 – February 2017

*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 CSC 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: January – March 2017

Task 4.2 Product(s): Updated Mitigation Strategy

Objective 5: Community Outreach

Task 5.1: Based on the meeting in Objective 4, the City of Salem Emergency Manager will brief the City Council and provide an opportunity for public comment.

Task 5.1 Timeline: Ongoing

Task 5.1 Product(s): Council briefing

Task 5.2: OPDR will assist City of Salem staff with developing and implementing a public outreach strategy. City of Salem will be responsible for public outreach related to this plan update.

Task 5.2 Timeline: Ongoing

Task 5.2 Product(s): Public feedback to be used in NHMP draft

Objective 6: Draft and final deliverables

Task 6.1: CSC will prepare a draft 2016/17 City of Salem Natural Hazards Mitigation Plan. We will meet with City of Salem Emergency Management team to review and discuss the updated plan. After revisions are discussed, the CPW team will work together with the CSC staff to construct and submit a final version of the plan.

Task 6.1 Timeline: May 2017

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

Task 6.2: The final draft plan will then be submitted to the State of Oregon Office of Emergency Management prior to the funding deadline for initial review and then forwarded to FEMA for final review and approval.

Task 6.2 Timeline: June 2017

Task 6.2 Product(s): NHMP for FEMA review

Task 6.3: Once the plan is pre-approved by FEMA, City of Salem and the participating cities will formally adopt the plan. Adopting resolutions will be forwarded to FEMA for final plan approval.

Task 6.3 Timeline: TBA

Task 6.3 Product(s): FEMA approved City of Salem NHMP

Deliverables

Our work program will result in one major product:

1. A FEMA-compliant Natural Hazards Mitigation Plan updated for the year 2016/17.

Schedule

The CSC team has already begun initial consultation through the Marion County NHMP update process. Formal initiation of the Salem NHMP update will begin in October 2016. A final draft FEMA-compliant NHMP will be completed by June 2017.

Budget

CSC costs will be covered through University of Oregon Grant: EMS-2014-PC-0011. City of Salem will document a minimum of \$5,000 of cash match.