



Contract Review Sheet

PW-6102-24

Intergovernmental Agreement #: PW-6102-24 Amendment #: _____

Contact: Alicia Jones

Department: Public Works Department

Phone #: (503) 373-4320

Analyst: Kathleen George

Title: Community Evacuation Plan

Contractor's Name: University of Oregon

Term - Date From: Execution Expires: March 14, 2025

Original Contract Amount: \$ 240,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 240,000.00 Amd% 0%

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

Grant Agreement HMGP-DR-462-38 (CMS record PW-5824-23) is between OEM and the County, the funds of which are to be used on this project. Marion County is the pass-through subrecipient of grant funds amounting up to \$216,000 (90% of total \$240,000 project cost). County shall match 10% of total project costs, up to \$24,000.

The IGA between Marion County and University of Oregon allows the Institute for Policy Research and Engagement's (IPRE) Oregon Partnership for Disaster Resilience program (OPDR) at the University of Oregon, and other local stakeholders to develop natural hazard evacuation plans in Marion County.

Assistance Listing Number for Federal Funds: 97.039

Desired BOC Session Date: 10/2/2024 Files submitted in CMS for Approval: 9/11/2024

Agenda Planning Date: 9/19/2024 Printed packets due in Finance: 9/17/2024

Management Update: 9/17/2024 BOC upload / Board Session email: 9/18/2024

BOC Session Presenter(s) Mike Hintz

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 10, 2024

Department: Public Works



Title:

Contract PW-6102-24 with UO for Emergency Management Planning Services

Management Update/Work Session Date: September 17, 2024

Audio/Visual aids ☐

Time Required: 5 minutes

Contact: Mike Hintz

Phone: 503-365-3136

Requested Action:

Approval of Contract PW-6102-24 between Marion County and the University of Oregon for the Marion County Underserved and Rural Community Population and Infrastructure Vulnerability Assessment project.

Issue, Description
& Background:

This project will assess, evaluate, test, and deploy area specific emergency hazard mitigation assistance plans (including shelter in place options) for priority underserved and rural areas in Marion County. Secondary benefits of this project will include informing local stakeholders in the affected evacuation areas about mitigation efforts, (e.g., wildfire fuels reduction projects), critical infrastructure impacts, and emergency and hazard mitigation preparedness steps.

Financial Impacts:

Grant funding is paying for this plan with Marion County Providing a soft match of employee time.

Impacts to Department
& External Agencies:

This project supports the readiness of Marion County communities as a whole. This effort will enhance existing emergency preparedness plans for evacuation and response to vulnerable populations throughout the county.

List of attachments:

Contract PW-6102-24

Presenter:

Mike Hintz

Department Head
Signature:

Bria Nishler

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and UNIVERSITY OF OREGON
PW-6102-24

This Agreement between University of Oregon, hereafter called University, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.110 (Intergovernmental Cooperation).

RECITALS

- A. WHEREAS, The Oregon Department of Emergency Management (OEM) awarded the County Grant No. HMGP-DR-4562-38-P-OR, for Underserved and Rural Community Population and Infrastructure Vulnerability Assessment; and
- B. WHEREAS, the University, a public university under ORS 352, submitted an application to the county to enhance the Natural Hazard Mitigation Plan; and
- C. WHEREAS, as a University, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

AGREEMENT

1. WORK TO BE PERFORMED

University shall perform the work described in Exhibit A, Underserved and Rural Community Population and Infrastructure Vulnerability Assessment (the “Work”) in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. University shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Changes to the Work by the University shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

2. AGREEMENT DOCUMENTS.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Underserved and Rural Community Population and Infrastructure Vulnerability Assessment Scope of Work**

Exhibit B: **Federal Department of Homeland Security Standard Terms & Conditions**

Exhibit C: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement,
PW-6102-24 - *Community Evacuation Plan* Page 1 of 7

the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. TERM AND TERMINATION

- 3.1 This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. This Agreement expires **March 14, 2025**, unless sooner terminated or extended.
- 3.2 Any modifications in the Agreement terms shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this agreement effective upon delivery of written notice to University or at such later date as may be established under any of the following conditions:
 - 3.4.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
 - 3.4.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - 3.4.3 If any license, certificate, or insurance required by law or regulation to be held by University to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - 3.4.4 If University fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - 3.4.5 If University fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.
- 3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

- 4.1 The total amount paid under this Agreement shall not exceed **\$240,000.00**, for allowable Project Costs in grant funds provided by the Federal Emergency Management Agency (FEMA) and are administered by OEM.

Assistance Listing No. 97.039 Hazard Mitigation Assistance Grant.

- 4.2 The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by the County by amendment.
- 4.3 Requests for payment shall be submitted to the County quarterly to the attention of: Public Works Department at the following address: 5155 Silvertown Rd NE Salem, OR 97305. Requests for payment shall be completed utilizing Attachment 1: Request for Reimbursement (RfR) form. Final invoices are due no later than March 14, 2025.

5. PERFORMANCE AND CLOSE-OUT REPORTS.

- 5.1 University agrees to submit performance reports, using a form provided by the County.
- 5.2 Performance reports are due to the County quarterly to the attention of: Public Works Department via email MCEM@co.marion.or.us, on or before 15 days following the end of each calendar quarter (March 31, June 30, September 30, and December 31).
- 5.3 University may request from the County prior written approval to extend a performance report requirement past its due date. The County, in its sole discretion, may approve or reject the request.
- 5.4 University shall submit a final close-out report to the County for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally owned property report (if applicable), and final request for reimbursement (if applicable).
- 5.5 Failure of University to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

6. RECORDS MAINTENANCE AND ACCESS; AUDIT.

- 6.1 Records, Access to Records and Facilities. University shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. University acknowledges and agrees, and University will require its contractors, subcontractors, Contractors (collectively hereafter "contractors"),

successors, transferees, and assignees to acknowledge and agree, to provide the County, OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), FEMA, or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. University and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

- 6.2 SEFA. University must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.
- 6.3 Retention of Records. University shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of University to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.
- 6.4 Audits.
 - 6.4.1 If University expends \$750,000 or more in Federal funds (from all sources) in University's fiscal year, University shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. If University expends less than \$750,000 in its fiscal year in Federal funds, University is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - 6.4.2 Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F are unallowable under this Agreement. If University did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - 6.4.3 University shall save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. University acknowledges and agrees that any audit costs incurred by University as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between University and the State of Oregon.

7. UNIVERSITY PROCUREMENTS

- 7.1 Subagreements. University may enter into contracts (hereafter "subagreements") for performance of the Project. University must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.
- i. University shall provide to the County copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and shall provide to the County, upon request by the County, such documents for procurements for less than \$100,000. University shall include with its RfR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from the County in addition to any other approvals required by law applicable to University. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. University shall be alert to organizational conflicts of interest or non-competitive practices among Universities that may restrict or eliminate competition or otherwise restrain trade. Universities that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the County.

8. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

9. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

10. INDEMNITY

University shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of University or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. University shall have control of the defense and settlement of any claim that is subject to this section. However, neither University nor any attorney engaged by University shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall University settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

11. INSURANCE

University shall obtain and maintain insurance of the types and amounts provided in Exhibit C to this Agreement.

12. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

13. NOTICES

Any notice required to be given the University or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For University:
University of Oregon Institute for Research
and Engagement
Attn: Michael Howard
1209 University of Oregon
Eugene, OR 97403
mrhoward@uoregon.edu

For County:
Public Works Department
Attn: Contracts Specialist
5155 Silverton Rd NE
Salem, OR 97305
PWContracts@co.marion.or.us

14. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

UNIVERSITY OF OREGON SIGNATURE

Authorized Signature: _____ Date: _____

Title: _____



Exhibit A

Marion County

Underserved and Rural Community Population and Infrastructure Vulnerability Assessment Scope of Work

The Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) program encourages communities to become more resilient. The HMA Guidance is visionary in its promotion of integrated planning efforts under the Hazard Mitigation Grant Program (HMGP). HMA Grant Guidance Section E.1.3.1 specifically permits planning-related hazard mitigation activities. These include:

- Enhancing economic risk and vulnerability studies, including economic analysis
- Integrating information from mitigation plans with disaster recovery strategies (pre- or post-)
- Integrating information from mitigation plans with comprehensive plans
- Integrating information from mitigation plans with economic development plans
- Integrating information from mitigation plans with capital improvement plans
- Building capacity through delivery of technical assistance and training
- Evaluating adoption or implementation of ordinances that reduce risk or increase resilience

Importantly, activities funded under the Hazard Mitigation Grant Program do not need to result in the development or full update of a Natural Hazard Mitigation Plan. This presents a unique opportunity to enhance local mitigation planning efforts through innovative and targeted planning efforts.

Background and Purpose

The risk of extreme wildfire, flood, landslide, earthquake, and winter storm events is increasing in Marion County. Throughout the west coast and around the globe, recent wildfire and flood events illustrate the need for robust vulnerable and rural community vulnerability assessments. Recent events in Oregon, including the 2020 Beachie Creek and Lionshead fires in Marion County, identified gaps in emergency planning efforts focused specifically on underserved and rural community residents. These gaps pose a significant risk to both public and first responder life safety. The transportation system is the primary critical infrastructure system implicated in this project.

Landslide, Wildfire, Windstorm/Winter storm, Extreme Heat, and Earthquake are the top hazards identified in Marion County's 2023-2028 FEMA Approved Multi-Jurisdictional All-Hazard Mitigation Plan Hazard Vulnerability Scoring table. This project will assess, evaluate, test, and deploy area specific emergency hazard mitigation assistance plans (including shelter in place options) for priority underserved and rural areas in Marion County. Secondary benefits of this project will include informing local stakeholders in the affected evacuation areas about mitigation efforts, (e.g., wildfire fuels

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INSTITUTE FOR POLICY RESEARCH AND ENGAGEMENT

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reduction projects), critical infrastructure impacts, and emergency and hazard mitigation preparedness steps.

This effort will gather information to enhance the Natural Hazard Mitigation Plan which will reduce the vulnerability of the County by providing the county, local jurisdictions, and residents with an enhanced risk assessment, a more complete understanding of the hazards that impact the County's rural and vulnerable populations and provide opportunities to mitigate those hazards. The resulting vulnerability assessment will be incorporated into the Marion County Multi-Jurisdictional Natural Hazards Mitigation Plan.

U.S Highway 22 (Santiam Highway) is the primary east-west transportation route through Marion County. That portion of the County is easily isolated when hazards impact the highway. In addition to the County isolation, residents and communities located in rural areas risk isolation due to having only a single route to use during an evacuation. This evacuation planning project will include an all-hazards assessment of all communities and residential locations and the current evacuation route options. The assessment will also identify location specific needs for additional evacuation route implementation, current evacuation route reinforcement, and the impact hazards may have on the primary evacuation routes, such as landslide, wildfire, and seismic events.

This Scope of Work (SOW) describes in detail how the Marion County Emergency Management will partner and collaborate with local fire districts and first responders, the Institute for Policy Research and Engagement's (IPRE) Oregon Partnership for Disaster Resilience program (OPDR) at the University of Oregon, and other local stakeholders to develop natural hazard evacuation plans in Marion County. This SOW will be implemented through a Marion County managed regional FEMA Hazard Mitigation Grant Program tied to Oregon Presidential Disaster Declaration #4562. The grant will be administered by the Oregon Department of Emergency Management (OEM).

Proposed Work Program

The work will be directed by IPRE faculty Mike Howard in collaboration with Marion County Emergency Management. The IPRE team will include technical support from Josh Bruce and other IPRE faculty and research and engagement capacity from a team of graduate students in the School of Planning, Public Policy, and Management Department at the University of Oregon. The Marion County team will include representatives from the Marion Fire Defense Board, Rural Fire Protection Districts, County Transportation, and others.

IPRE will assist Marion County in administering the work program. 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 a budget.

Roles and Responsibilities

Marion County:

- Convene and chair the project steering committee.
- Provide project leadership, direction, and strategic guidance.
- Coordinate and liaise with participating RFDs, the FDB, and community members.
- Provide GIS technical and production capacity and serve as the primary point of contact for all mapping related questions.
- Review and comment on all relevant draft project deliverables.

- Present findings and recommendations to the Marion County board as needed.

Marion Fire Defense Board

- Participate on the project steering committee.
- Help coordinate and convene local RFD stakeholders.
- Provide technical (operational) advice and support.
- Review and comment on all relevant draft project deliverables.

Participating Rural Fire Protection Districts

- Participate on the project steering committee.
- Participate in local stakeholder and community engagement activities.
- Assist with ground truthing and transportation infrastructure selection.
- Review and comment on all relevant draft project deliverables.

University of Oregon IPRE team:

- Serve as the project coordinator and process facilitator.
- Provide research and technical capacity to develop process methodology.
- Provide capacity to conduct field work, run meetings, draft map and plan templates, and deliver plan and maps.
- Administer and manage the grant funds, including ongoing communication with OEM, preparing and submitting quarterly grant reports, etc.
- Ensure completion and delivery of all final products.

Oregon Emergency Management (OEM):

- Provide administrative oversight on grant.

Scope of Work

IPRE proposes a four-Objective work program consistent with the defined project outcomes. The evacuation plan will provide a toolkit, GIS layers, and multiple courses of action to quickly and safely evacuate and re-enter the hazardous area(s). The limited transportation corridors within the county requires a comprehensive plan to mitigate the loss of life while preserving critical services and facilities. The components (Objectives) fit together as follows:

- **Objective 1: Project Initiation and Background Research.** We will initiate the project by convening a project steering committee composed of Marion County Emergency Management, Marion County Sheriff's Office and other area law enforcement agencies, GIS staff, Marion County Fire Defense Board members, and key stakeholders from priority evacuation areas. The committee will offer strategic and technical advice throughout the duration of the project. This Objective will also include background research on wildfire, flood, earthquake/tsunami, and other relevant hazard evacuation best management practices.
- **Objective 2: Field Investigation, Stakeholder Engagement, and Route Identification.** Building on the research conducted in Objective 1, the IPRE team will visit each of the identified evacuation areas. We will conduct field reconnaissance and verify available transportation infrastructure. We will then develop and facilitate a stakeholder engagement process to

understand local assets and practices. This information will lead to the development of draft hazard-scenario-based evacuation routes.

- **Objective 3: GIS Mapping and Evacuation Plan Development.** Objective 3 will transfer draft, paper-based evacuation routes into the Marion County Geographic Information System via an external GIS software solution. GIS mapping products will be utilized in the County’s digital emergency management and response platforms (e.g. IPAWS, CENS, Zonehaven) as well as in written plans for both first responder and resident/visitor audiences. Concurrent with the GIS work, IPRE will develop the written plan templates for end user audiences.
- **Objective 4: Finalize GIS and Written Plan Deliverables.** This Objective will result in final evacuation maps and written plans for each evacuation area. This Objective will include internal and stakeholder review, final edits, and final document production.

The following scope of work is organized by Objective.

Objective 1: Project initiation and Background Research

Task 1.1: IPRE anticipates initiating work on this project in Summer of 2024 with a kick-off meeting with the Marion County Emergency Management. We will review the SOW, schedule, and deliverables and make any necessary revisions. In addition, we will identify members of the project steering committee and outline priority research questions for Objective 1. Finally, at this initial meeting, we will confirm the final list priority evacuation areas that will be the focus of the planning effort. We propose ongoing monthly meetings with the Marion County staff to coordinate implementation of the IPRE work program.

Convening the project steering committee that will meet periodically throughout the project to provide advice and direction is also included under this task. The committee will include representatives from Marion County, Marion County Fire Defense Board, rural fire protection districts, city and county law enforcement, cities, and other key stakeholders (e.g., federal land management and infrastructure partners (BLM, USFS, USACE, etc.) first responders, transportation managers, emergency shelter managers, community members, etc.). We anticipate convening the steering committee four (4) times during the project.

Task 1.1 Timeline: Ongoing

Task 1.1 Meetings: Kickoff Summer 2024, then Monthly

Task 1.1 Product(s): Project management/draft implementation framework/steering committee meetings

Task 1.2: IPRE recently researched evacuation best practices for a comprehensive evacuation planning project in Lane County. In this task, IPRE will update our best practices research with any new studies in the field of hazard and emergency evacuation planning and operations. We will summarize any new research findings and use them to finalize our fieldwork and route identification process for Objective 2.

Task 1.2 Timeline: June – July 2024

Task 1.2 Meetings: None

Task 1.2 Product(s): Research summary memo.

Task 1.3: IPRE will meet with Marion County GIS to discuss, identify, and review geospatial data collection and meta-data documentation needs for the GIS portion of this project. To ensure

proper documentation of mapping related inputs collected in Objective 2, it is important to establish clear expectations regarding meta-data configuration, format, and documentation. The purpose of this task will be to ensure shared understanding between IPRE and Marion County GIS about data description procedures.

Task 1.3 Timeline: June – September 2024

Task 1.3 Meetings: One with county GIS

Task 1.3 Product(s): List of meta-data collection needs and format; meta-data identification and collection strategy

Objective 2: Field Investigation, Stakeholder Engagement, and Route Identification

Task 2.1: The IPRE team will conduct site visits to six, high priority evacuation planning areas within the County. The planning team will work with project stakeholders to identify the high priority areas within Marion County for evacuation planning. Because the County's primary objective is evacuation planning for the wildfire hazard, selection of high priority evacuation planning areas will first review high-risk wildland urban interface (WUI) zones in conjunction with planned Community Wildfire Protection Plan update processes. Other areas may be selected based on vulnerability to other hazards (e.g., areas potentially vulnerable to tsunami inundation).

This task will include a site visit to each area; identification and photo-documentation of relevant transportation, first responder, vulnerable population, and emergency shelter infrastructure; field verification of key landmarks and conditions; and confirmation of base map accuracy. IPRE will use FEMA's Critical Considerations to inform additional site visit documentation tasks.

Task 2.1 Timeline: September – December 2024

Task 2.2 Meetings: None

Task 2.1 Product(s): Area field investigation summaries

Task 2.2: IPRE proposes to engage two primary stakeholder groups in this project: First responders and people who live, work, or recreate in the evacuation area. Example engagement strategies may include one or more of the following:

- Stakeholder interviews: We could conduct in person, phone, or video conference interviews with key persons in each planning area.
- Targeted Social Media Surveys: We could solicit feedback using targeted social media ad buys.
- Intercept surveys: We could conduct intercept surveys at key intersections, events, or businesses within each planning area.
- Virtual or in-person town hall events: for example, a pancake breakfast at the local grange hall or on-line community meeting.
- Focus Group Meetings: We could conduct in-person or virtual focus group meetings with key stakeholders. Focus group meetings typically last 90 to 120 minutes.
- Web-based route design charrette: We could host a web-based workshop to solicit crowd sourced local information about transportation patterns and desired evacuation routes.

The purpose of the stakeholder engagement process will be to solicit specific input on strengths, weaknesses, opportunities, and threats associated with various evacuation route options, wayfinding, and hazard scenarios.

Task 2.2 Timeline: January – April 2025

Task 2.2 Meetings: Varies

Task 2.2 Product(s): Pre-event economic risk and preparedness assessment

Task 2.3: Utilizing the information collected in Task 2.1 and 2.2, the IPRE team will develop draft evacuation routes for each evacuation planning area. We will complete the draft maps using paper base maps. We will review all draft evacuation maps with the project steering committee prior to final digitizing.

Task 2.3 Timeline: February – April 2025

Task 2.3 Meetings: One with the project steering committee

Task 2.3 Product(s): Draft evacuation maps

Objective 3: GIS Mapping and Evacuation Plan Development

Task 3.1: Utilizing the draft evacuation maps in conjunction with data and information collected in Objective 2, the project team will work with Marion County GIS to develop digitized versions of the evacuation maps. County GIS will provide technical assistance with standards necessary to format the maps for (1) upload into the County's on-line emergency management mapping programs (e.g., IPWAS, CENS, Zonehaven, etc.) and (2) include in the area evacuation plans.

Task 3.1 Timeline: April – June 2025

Task 3.1 Meetings: None

Task 3.1 Product(s): Draft digitized evacuation maps

Task 3.2: The IPRE team will develop a Volume I countywide evacuation plan. This volume will focus on broad concept of operations and evacuation response considerations that will apply countywide. Task 3.3 below will develop area specific evacuation plans that we propose to compile in Volume II.

Task 3.2 Timeline: October 2023 – April 2025

Task 3.2 Meetings: One with the steering committee

Task 3.2 Product(s): Draft Volume I Concept of Operations

Task 3.3: The IPRE team will revise their evacuation plan template to meet Marion County specifications. Once complete, IPRE will utilize the template to complete draft evacuation plans for each of the identified evacuation planning areas. Each plan will include placeholders for the final evacuation maps developed under Task 3.1 above. The team will submit the plans to the steering committee for review and comment.

Task 3.3 Timeline: January – June 2025

Task 3.3 Meetings: One with the steering committee

Task 3.3 Product(s): Draft evacuation plans

Objective 4: Finalize GIS and Written Plan Deliverables

Task 4.1: Once the final draft plans and maps are complete, the IPRE team will field verify each plan with the relevant emergency management stakeholders. In addition, we will conduct site visits to verify that all information included in the plans and on the maps is accurate. IPRE will document any necessary changes. We will provide a final changes punch list to County GIS for the maps; IPRE will complete all changes to the plans internally. If desired, IPRE will support Marion County in facilitating tabletop exercises for each of the evacuation plans as part of this task.

Task 4.1 Timeline: May – July 2025

Task 4.1 Meetings: Six, one in each evacuation area.

Task 4.1 Product(s): Final edits punch lists for all plans and maps

Task 4.2: IPRE and Marion County GIS will work to finalize and publish all final evacuation plan and GIS products.

Task 4.2 Timeline: June - December 2025

Task 4.2 Meetings: Up to three (3) as needed

Task 4.2 Product(s): Final Evacuation Plans

Schedule

IPRE is available to initiate work on this project in July of 2024. We anticipate completing Objectives 1-3 (roughly 80% of the project effort) by June 2025. We anticipate initiating Objective 4 during the spring of 2025.

Figure 1.1 – Project Schedule by Task

Tasks by Phase	2024						2025											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Objective 1: Project initiation and background research																		
1.1: Project Initiation																		
1.2: BMP Research and Review																		
1.3: Meta-data Documentation Strategy																		
Objective 2: Field Investigation, Stakeholder Engagement, and Route Identification																		
2.1: Site Visits																		
2.2: Stakeholder Engagement																		
2.3: Draft Evacuation Route Development																		
Objective 3: GIS Mapping and Evacuation Plan Development																		
3.1: GIS Map Digitization																		
3.2: Countywide Evacuation Plan Development																		
3.3: Area Specific Evacuation Plan Development																		
Objective 4: Finalize GIS and Written Plan Deliverables																		
4.1: Draft GIS and Plan																		
4.2: Final GIS and Plan																		
Objective 5: Strategic Doing Workshop																		
5.1: Strategic Doing Workshop																		

EXHIBIT B

Federal Department of Homeland Security Standard Terms and Certifications

Subrecipient and any of its successors, transferees and assignees agree to comply with all applicable provisions governing Department of Homeland Security (DHS) access to record, accounts, documents, information, facilities, and staff members. In addition, recipients shall comply with the following provisions:

FY2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

- I. Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- II. Activities Conducted Abroad
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- III. Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- IV. Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- V. Best Practices for Collection and Use of Personally Identifiable Information
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or

linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

- XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- XIV. Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XV. False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XVI. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVII. Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVIII. Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XIX. Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§

200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting

materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "[Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractors perform under contracts between Subrecipient and the Contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a Contractor to work under a Subcontract when the Subrecipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to OEM. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an

occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against OEM or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OEM has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Subrecipient's acceptance of all Services required under this Subcontract, or, (ii) Subrecipient's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the

excess/umbrella insurance. As proof of insurance OEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OEM under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OEM.

STATE ACCEPTANCE:

All insurance providers are subject to OEM acceptance. If requested by OEM, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

FEMA Award #: _____ RFR #: _____

Subapplicant:		UEI:	
Payment Mailing Address:		EIN/TIN:	
City, State, Zip:		Period Covered	
Contact Name:		Is this the final RFR?	
Email:			

Federal Share	0.00%	Non-Federal Share	0.00%	Mgt Costs (% of total costs)	0.00%
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Budget Categories		Current Request for Reimbursement	Previous Reimbursement	Budget	Balance Remaining
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
	Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

HB5006 Funds
(if applicable): \$ 0.00

Date _____

For Internal Use Only:			
PCA	Description	Amount	
			AOBJ
			SAM Expires
Date	Approvals	Title	
			Date Received
			Vendor # & MC