

**Exhibit A****REVIEW DRAFT 1.0****Scope of Work****RDPO****Regional Emergency Transportation Routes (ETR) Seismic Update:  
Assessment Project for Portland State University Graduate Student****March 2019****Background**

Natural disasters can happen anytime, and the transportation system needs to be prepared to withstand them and to provide needed transport for fuel, essential supplies and medical transport. The Emergency Transportation Routes (ETRs) project will aim to update the existing ETRs and MOU agreement for the 5-county Portland-Vancouver metropolitan region.

This Scope of Work (SOW) defines supporting background work program activities to be completed by the Regional Disaster Preparedness Organization (RDPO) and its project partners in March-June 2019.

The SOW identifies Regional ETR desk research work to be completed by a Graduate Student at Portland State University. This assessment is the first step in a larger regional project, which will simultaneously contract consultant(s) to lead a longer regional ETR designation refinement process, which will inform a future update to the regional MOU governing ETRs.

**Project Justification**

First designated in 1996, regional ETRs are priority routes targeted during an emergency for debris-clearance and transportation corridors to facilitate life-saving and -enhancing response activities. The current regional ETRs were established in an MOU between Oregon Department of Transportation (ODOT), Washington State Department of Transportation (WSDOT), Metro and local jurisdictions in the Portland-Vancouver metropolitan region in 2006. That MOU outlines responsibility for the Regional Disaster Preparedness Organization (RDPO Emergency Management working group (REMTEC) to coordinate an update of the ETRs on a five-year cycle. However, no updates have been made since 2006.

Since 2006, our understanding of seismic risks in the region has improved. Funded by the RDPO, the 2017 Oregon Department of Geology and Mineral Industries (DOGAMI) Enhanced Earthquake Impact Study assessed seismic vulnerability of buildings and infrastructure in the region, outlining anticipated impacts of a 9.0 Cascadia Subduction Zone (CSZ) earthquake on the Portland-Vancouver region. The analysis was expanded in 2018 to include Columbia County in Oregon and Clark County in Washington. The DOGAMI analysis shows that most of the existing designated ETRs (meant to facilitate post-earthquake life-safety response activities) in the region will experience significant liquefaction, ground deformation and landslide risks.

ODOT is evaluating the seismic resilience of the state-designated Lifeline Routes in the Oregon portion of the Portland-Vancouver region. ODOT is working with each county to further assess the state designated lifeline routes and locally designated ETRs to anticipate seismic impacts to bridge and overpass infrastructure on the state's designated lifeline arterial streets and throughways. The ODOT analysis includes an evaluation of the cost-benefit to seismically update bridge and overpass facilities along state-owned routes compared to the cost-benefit to seismically update adjacent county routes. In

## Exhibit A

addition, each county in Oregon is recommending changes to the ETRs within their respective jurisdiction based on this analysis. Any updates in Clark County will be coordinated with Washington State.

In 2018, Clackamas County updated their routes while evaluating bridge and overpass facilities on the State Lifeline Routes for ODOT. In 2019, Washington County, Columbia County and Multnomah County will complete a similar analysis of their ETRs in partnership with ODOT. Independent of ODOT's work with the counties, the City of Portland conducted an update of their ETRs in 2018, which will be brought into this planning effort.

Given the above work, the designation of current ETRs need to be re-evaluated for seismic vulnerability and to reflect updates recommended by the City of Portland and each of the five counties. This project will update existing designated regional routes using the latest DOGAMI seismic data, ODOT Lifeline analysis and subsequent county-level bridges and ETR analysis. **This will also ensure the updated ETRs are responsive to local and state knowledge and priorities.**

Planning and updates to infrastructure within the region since 2006 will also inform the ETR update; particularly the now seismically-resilient Sellwood and Tillikum Crossing bridges owned by Multnomah County and TriMet within the City of Portland and recommendations identified in the 2018 Earthquake Ready Burnside project Feasibility Report. The updated agreement will define a reasonable time frame for future regional ETR updates and outline roles and responsibilities of the agencies involved for future regional ETR updates and data management.

### Project Purpose and Goals:

The purpose of this project is to conduct desk research to compile information about (1) best practices in emergency transportation route management, and (2) the policy framework in which the ETRs currently operate in the Portland-Vancouver metropolitan region. This project provides a foundation of knowledge for implementation of the Regional ETR update project led by the RDPO and Metro. A contractor is being hired to lead the larger project, and all deliverables from this project will feed directly into that project's design and delivery.

The full ETR project will update the designated Emergency Transportation Routes (ETRs) for the Portland-Vancouver metropolitan region, which includes Clackamas, Columbia, Multnomah and Washington counties in Oregon and Clark County in southwest Washington. The project will use the updated DOGAMI seismic impact analysis to incorporate a seismic lens to the established ETRs, while maintaining an all-hazards approach.

The project's goal is to deliver an updated, regionally agreed-upon map of regional ETRs that more accurately reflect our current hazard risks (particularly seismic and landslide risks) and recently updated local ETR designations, the current road and bridge infrastructure, and that are responsive to agreed-upon priorities for emergency response, including life safety, debris management, access to critical infrastructure and access to social services for underserved and vulnerable populations. Some considerations for emergency recovery will also be incorporated into the updated ETRs and recommendations for future work.

The PSU graduate student will deliver two Memos to RDPO and Metro, including annotated bibliographies. The memos will synthesize all key information gathered, provide recommendations, including identification of any gaps in information that need to be further explored in subsequent phases.

## Exhibit A

### Regional ETR Background Research and Assessment

#### Task 1. Policy Framework and Best Practices Review

*To understand the state, regional and local context for this project, and to identify best practices from similar efforts in other states and metropolitan regions.*

- **Task 2.1: Plan and Policy Framework Review**

Identify and review relevant adopted plans, policies and requirements at the state, regional, and local levels to understand the current legal, regulatory and policy frameworks associated with transportation resilience and emergency management in Oregon and Washington (including the Portland-Vancouver metropolitan region).

- Schedule: Months 1-2
- The PSU Project Manager (John MacArthur) and graduate student shall:
  - Review the existing ETR MOU to outline responsibilities of current transportation facility owners.
    - Provide a simple matrix of the roles and responsibilities in the current MOU.
  - Review relevant existing state, regional and local transportation plans and policies, including Metro's Regional Transportation Plan, and plans from local transportation bureaus, the Oregon Department of Transportation and Washington Department of Transportation. Provide details about the following topics:
    - Priority routes, corridors or facilities identified for future capital investment
    - Any risk mitigation measures proposed (including seismic and other)
    - Policies or regulations that may impact designation of routes or future changes to such routes
  - Review relevant emergency management documents including the 2013 Oregon Resilience Plan (ORP) and the RRAP assessment of multi-modal transportation in the State of Oregon, as well as each county and city hazard mitigation plan. To capture details on the following:
    - Key infrastructure interdependencies with transportation routes
    - Target restoration timeframes for transportation routes
    - Transportation route considerations that vary based on disaster type
  - Review other legal, regulatory and policy documents as identified by Project Managers.
- Deliverable(s):
  - Memo summarizing the legal, regulatory and policy review findings, filling in any gaps in information available and outlining key considerations for updating the current ETR designations and ETR MOU. The memo will also include a glossary of terms and definitions for use throughout the project.
  - Annotated bibliography detailing all sources consulted, as an appendix.
- Agency Roles and Responsibilities:
  - RDPO and Metro will provide the graduate student with relevant documents and guidance about the legal and policy framework inquiry.
  - RDPO and Metro project manager(s) will facilitate the review of draft deliverables.

- **Task 2.2: Best Practices Research**

Identify and review national, state, local, metropolitan planning organization (MPO) and industry best practices in developing and implementing emergency transportation routes/ lifeline routes.

- Schedule: Months 1-2
- The PSU Project Manager and graduate student shall:
  - Review available documentation on regional metropolitan area emergency transportation routes in other areas of the country to capture (among other lessons):

## Exhibit A

- Who establishes the routes, and what is the process for designating them?
- What data and criteria is used for ETR designation?
- Do agreements outline roles and responsibilities for maintenance? For operationalizing the routes?
- What role, if any, did transit service, transportation demand management, transportation system management or active transportation routes play in the route designation process?
- How did the designation process consider the needs of transportation disadvantaged and vulnerable populations and freight?
- Do the route designations influence capital improvement / investments, including prioritization of projects?
- What is the frequency of designation updates (i.e. 5 or 10 year cycle)?
- Review available documentation on restoring transportation routes following large-scale earthquakes or other natural disasters (i.e. earthquakes in New Zealand and Japan, Los Angeles or Bay area earthquakes, and more recent hurricanes in the US).
  - What did the transportation route restoration process look like following a large-scale earthquake? Following a different large-scale disaster?
  - Were plans in place in advance, and did they help or hinder the restoration?
  - What role, if any, did transit service, freight, transportation demand management, transportation system management or active transportation routes play in the route restoration process?
  - How did the restoration process consider the needs of transportation disadvantaged and vulnerable populations and freight?
  - Any considerations for long-term recovery that can be brought into the emergency designations and restoration priorities?
  - What were key successes? What were the biggest challenges faced?
- Review available guidance from federal or state transportation partners about emergency transportation routes.
  - Distinguish guidance about evacuation routes vs. lifeline restoration routes.
  - Identify guidelines that need to be taken into consideration, particularly for any intersections/adjacencies of federal-aid highways and state lifeline routes with regional and local routes.
  - Identify federal or state resources that may be able to support ongoing maintenance and planning for ETRs or recovery efforts in future.
- Deliverable(s):
  - Best practices memo that summarizes findings and outlining key considerations and recommendations for project implementation.
  - Annotated bibliography detailing all sources consulted, as an appendix.
- Agency Roles and Responsibilities:
  - RDPO and Metro will provide the graduate student with an initial list of relevant documents to review for best practices.
  - RDPO and Metro project manager(s) will facilitate the review of draft deliverables.

### Reporting:

The graduate student and Project Manager, as needed, shall meet weekly (30 minute) via phone call with the RDPO and Metro project managers to discuss tasks, problem solve any issues with access to information, and report on progress.

The graduate student, with input and review by the Project Manager, shall provide a brief (2-page) monthly progress report to RDPO and Metro outlining tasks completed and issues to resolve, along with an outline of the Memo document (to build each month toward the final product).

**Exhibit A****Timeline:** March- June 2019

Estimated level of effort is 8-12 weeks of part-time work (estimated 20-hour work week). Funds will support the part-time effort of the Project Manager, who will supervise the graduate student, as well as the part-time effort of the Graduate Student, including tuition remission that is part of the graduate student's compensation.

## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subrecipient agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

#### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
  - 1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
    - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
    - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
  - 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
  - 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
  - 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
  - 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
  - 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

**D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
  - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
  - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
2. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) 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, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval 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.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and 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 concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient shall require in its first tier subagreements with entities 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 performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Subrecipient shall not authorize work to begin under subagreements 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 subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

**Bodily Injury, Death and Property Damage:**

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 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).

**CERTIFICATE(S) OF INSURANCE.** Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**INTRAGENCY AGREEMENT FOR REGIONAL EMERGENCY TRANSPORTATION ROUTES  
(ETR) SEISMIC UPDATE BETWEEN PORTLAND STATE UNIVERSITY AND BUREAU OF  
EMERGENCY MANAGEMENT**

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland, acting by and through its Bureau of Emergency Management, hereafter called "The City" and Portland State University, hereafter called "PSU," individually the "Party", collectively the "Parties".

**RECITALS**

A. This Intergovernmental Agreement (IGA) is authorized pursuant to ORS 190.110. The purpose of this project is to conduct desk research to compile information about (1) best practices in emergency transportation route management, and (2) the policy framework in which the ETRs currently operate in the Portland-Vancouver metropolitan region. This project provides a foundation of knowledge for implementation of the Regional ETR update project led by the Regional Disaster Preparedness Organization and Metro.

B. The City desires to enter into an IGA with PSU in a not to exceed amount of \$15,000 through June 30, 2019, for the purpose expressed in paragraph A, above (the Project). Funding of \$15,000 is available in the Fiscal Year 2018-19 for the Project.

**AGREEMENT:**

1. PSU agrees to perform the work and provide the deliverables accordance with the Statement of Work (Exhibit A).
2. The City agrees to reimburse PSU for services performed in accordance with the Statement of Work in an amount not-to-exceed \$15,000.00.
3. Effective Date and Duration  
This IGA is effective on March 15, 2019. Unless earlier terminated or extended, this IGA shall expire June 30, 2019 or earlier when deliverables have been completed. This IGA may be extended by a written amendment signed by the parties.
4. Statement of Work  
The statement of work is contained in Exhibit A.
5. Project Representatives  
Each party has designated a project manager to be the formal representative for this IGA. All reports, notes, and other communications required under or relating to the technical aspects this IGA shall be directed to the appropriate individual.

The City's Contact:

Project Manager: Laura Hanson  
Portland Bureau of Emergency Management  
Address: 9911 SE Bush St, Portland, OR 97266  
Phone: 503-823-9799  
Email: [laura.hanson@portlandoregon.gov](mailto:laura.hanson@portlandoregon.gov)

PSU'S Contact:

Project Manager: John MacArthur  
 Portland State University, Transportation Education Research Center  
 (TREC)  
 P.O. Box 751 (SPA)  
 Portland, OR 97207-0751  
 Phone: 503-725-2886  
 Email: [macarthur@pdx.edu](mailto:macarthur@pdx.edu)

6. Amendments

The terms of this IGA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

7. Termination

A) This IGA may be terminated for convenience at any time by mutual consent of both parties, or by either party upon fifteen (15) days' notice in writing and delivered by certified mail or in person.

B) Termination or modification of this IGA pursuant the section above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, The City and/or PSU shall immediately cease all activities under this IGA, unless expressly directed otherwise by The City and/or PSU in the notice of termination. Further, upon termination, The City and/or PSU shall deliver to the other party all works-in-progress and other property that are or would be deliverables had performance under the IGA been completed.

8. Invoicing

PSU shall submit an invoice within 30 days of successful delivery of services. Invoices shall contain The City Agreement Number and include the services completed by PSU. Invoices shall be sent to:

City of Portland, Bureau of Emergency Management  
 Attn: Laura Hanson  
 9911 SE Bush St.  
 Portland, OR 97266

The City's Project Manager or their designee shall review and approve invoices. The City shall pay all amounts to which no dispute exists within thirty (30) days of receipt of the invoice.

PSU is solely responsible for billing accuracy and timeliness. PSU shall provide invoices for the services to The City in paper form or electronic form. Invoices will not be processed for payment until all invoice items are received and satisfactory performance of PSU has been verified by The City's Project Manager or their designee.

9. Non-Discrimination

In carrying out activities under this IGA, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age disability, familial status or national origin. Either party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, age, disability, familial status or national origin.

10. Access to Records

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts and transcript.

11. Indemnification

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, PSU shall indemnify, defend and hold harmless the City and the Oregon Military Department Office Of Emergency Management (OEM) from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of PSU, its officers, employees and agents in the performance of this IGA.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) City shall indemnify, defend and hold harmless PSU from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of City, its officers, employees and agents in the performance of this IGA.

Neither City, nor PSU, nor any attorney engaged by PSU shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Consultant is prohibited from defending State or that PSU is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against PSU if State elects to assume its own defense.

12. Insurance

PSU as an agency of the State of Oregon is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All PSU personnel, officers and employees, acting within the scope of their employment are covered, limited by ORS 30.270. PSU is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of this IGA. In addition, PSU shall comply with the insurance requirements contained in Exhibit C to the Oregon Military Department Office of Emergency Management Homeland Security Grant Program Urban Area Security Initiative [Grant], CFDA # 97.067, Grant No: 18-170, which is attached and incorporated by reference.

13. Subcontracting and Assignment

PSU shall not subcontract its work under this IGA, with the exception of work identified in this IGA or attached Statement of Work, without the written consent of the other party. PSU shall assure that all subcontractors used to perform the services under this IGA, meet the City's Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

14. Disputes

The signatories to this IGA shall expend their best efforts to amicably resolve any dispute that may arise under this IGA. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the PSU or his/her designee and the City of Portland Bureau of Emergency Management Director or his/her designee for resolution.

15. Oregon Laws and Forum

This IGA shall be construed according to the laws of the State of Oregon. Any litigation between the City and PSU arising under this contract or out of work performed under this contract shall occur, in the

state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon in Portland.

16. Funds Available and Authorized

The City certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within current appropriation and limitation. In the event of any extension or non-appropriation, the City shall notify PSU its intent to terminate this IGA.

17. Severability

If any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term or provision held to be invalid.

18. Compliance with Applicable Law

Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) Any applicable sections of ORS Chapter 279; and (vi) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant terms and conditions contained in Exhibit B to the Oregon Military Department Office of Emergency Management Homeland Security Grant Program Urban Area Security Initiative [Grant], CFDA # 97.067, Grant No: 18-170 ("Grant"), which is attached and incorporated by reference.

[Space intentionally left blank]

19. Counterparts

This IGA may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same IGA.

**Portland State University**\_\_\_\_\_  
Contracting Officer\_\_\_\_\_  
Date**City of Portland**

Approval-as-to-form

\_\_\_\_\_  
City Attorney\_\_\_\_\_  
Date\_\_\_\_\_  
Courtney Patterson  
PBEM Director\_\_\_\_\_  
Date