SERVICE AGREEMENT FOR DISASTER RECOVERY SERVICES

BETWEEN

INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

AND

CITY OF BROKEN ARROW, OKLAHOMA

On this 5th day of September, 2018, the City of Broken Arrow, herein after referred to as "Jurisdiction", located at 220 S. First Street, Broken Arrow, OK 74012 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, the Oklahoma Municipal Services Corporation ("OMSC"), along with IBTS has made available to Jurisdiction disaster recovery services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Jurisdiction desires to participate in the national services offered by IBTS.

NOW THEREFORE, in consideration of the above, IBTS and Jurisdiction hereby enter into this Service Agreement and agree as follows:

1.0 **DEFINITIONS**

"Service Agreement" refers to this Service Agreement for Disaster Recovery Services entered into by Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction.

"Services" refers to IBTS provided disaster planning, plan activation, response phase, post disaster response, recovery administration, active recovery, grant closeout, resilience planning, subrecipient agreements, and other associated services as selected by the Jurisdiction.

2.0 CUSTOMER SERVICE

Should an issue arise for any Jurisdiction pertaining to the delivery of Services by IBTS, the Jurisdiction should notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of the disaster recovery Services offered by IBTS are listed as attachments to this Service Agreement. The Jurisdiction hereby selects to implement the disaster recovery Services identified below by initialing beside each Service it desires to use.

 : Disaster Planning Services & Fees, Attachment A
 : Plan Activation Services & Fees, Attachment B
: Response Phase Services & Fees, Attachment C
: Post Disaster Response Services & Fees, Attachment D
 : Recovery Administration Services & Fees, Attachment E
: Active Recovery Services & Fees, Attachment F
 : Grant Closeout Services & Fees, Attachment G
: Resilience Planning Services and Fees, Attachment H
: Subrecipients Services and Fees, Attachment I

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request additional Services at any time by making a written request for a modification to this Service Agreement. If any such change causes an increase in the cost of or in the time required for performance of this Service Agreement, such change will be included in the amendment.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other's registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the jurisdiction may collect the fees for all services as described in the attachments to this agreement.

6.1 PAYMENT TERMS AND PROCESS

IBTS shall submit monthly statements for all Services rendered.

Invoices will be mailed to:	City of Broken Arrow
	ATTN: Accounts Payable
	P.O. Box 610
	Broken Arrow, OK 74103

Or by email to acctpay@brokenarrowok.gov

Invoices shall be submitted on or after the first day of the month subsequent to the month in which the Services being invoiced for were performed, subject to the other provisions of this Section. Jurisdiction will pay IBTS net 30 days after it has received proper invoices submitted by IBTS.

7.0 TERM OF AGREEMENT

This initial one-year Service Agreement term shall begin on the date first written above. After the initial term, the Service Agreement and all subsequent amendments may renew and be extended upon mutual agreement of the parties hereto. During the term of the Service Agreement, the Jurisdiction agrees to use IBTS as its exclusive provider of the Services selected. Prior to the start of any renewal, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for its Services provided under this Service Agreement. IBTS's Federal Tax Identification Number is <u>54-1963889</u>.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the Services under this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION FOR CAUSE

The Jurisdiction may terminate this Service Agreement for cause if IBTS fails to comply with the terms and/or conditions of this Service Agreement, provided that the Jurisdiction shall give IBTS written notice specifying IBTS's alleged failure and be given the opportunity to cure such failure within thirty (30) days. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless the Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees, to the extent caused by any negligent act or omission of IBTS in the performance and/or failure to perform within this Service Agreement, including the negligent acts or omission of any subcontractor or any employees of IBTS or its subcontractors.

13.0 DISPUTE RESOLUTION

Any dispute arising under this Service Agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Service Agreement, IBTS shall proceed to diligently perform the Services under this Service Agreement.

14.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to the Jurisdiction and obtaining written consent of the Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

15.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

16.0 CONFIDENTIALITY

The Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. The Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. The Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in the Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, the Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for the Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

17.0 SUBCONTRACTORS

IBTS may use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to the Jurisdiction for any breach in the performance of IBTS's duties.

18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

19.0 INSURANCE

- a. <u>IBTS Insurance</u>. IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. Worker's Compensation Insurance. IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. Commercial General Liability Insurance. IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.
- **d.** Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

20.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)

Attn: Jonas Manalansan, Contracts Administrator 45207 Research Place

Ashburn, VA 20147

jmanalansan@ibts.org

City of Broken Arrow

Attn:

220 S. First Street

Broken Arrow, OK 74012

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)

Attn: Steve Traina, Program Director 45207 Research Place Ashburn, VA 20147 straina@ibts.org

City of Broken Arrow

Attn:

220 S. First Street

Broken Arrow, OK 74012

21.0 **SEVERABILITY**

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

22.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments. Secondary priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

23.0 GOVERNING LAW

This Service Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflicts of laws principles. Any lawsuits arising out of this Service Agreement shall be filed in the appropriate State Court of competent jurisdiction located in Tulsa County, Oklahoma.

24.0 COMPLETE AGREEMENT

This Service Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Service Agreement and supersedes all prior discussions, communications and understandings in respect to the subject of this Service Agreement, whether written or oral.

25.0 INCORPORATION OF ATTACHMENTS

Attachments selected by the Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the date first written above.

Institute for Building Technology and Safety	City of Broken Arrow, OK
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

ATTACHMENT A - DISASTER PLANNING SERVICES

1.1 ENGAGE PROFESSIONALS SERVICES

IBTS professionals will assist in securing the services of qualified professionals who are key to an entitlement community's success. We have the ability to identify the proper professionals and vendors to perform the recovery efforts in advance of the disaster. We understand the importance for communities to draw on the ability and experience of professionals with the expertise to operate effectively. Our qualified staff will perform their due diligence in securing program administration by checking references, publishing RFQ's and following up with RFP's. We will ensure that all services are competitively procured as per HUD regulations and regional guidelines and requirements. We recognize that the primary role as Program Administrator is the coordination and management of emergency services as well as the acknowledgment that government at all levels cannot manage disasters alone.

1.2 FUNDING OPTIONS SERVICES

After review of the Needs Assessment, IBTS will assist in determining which funds are best suited to fit the needs of the community. IBTS understands that the Disaster Relief Fund (DRF) is the main account used to fund a wide variety of programs that provide grants and other support to assist state and local governments. Of the three major categories of disaster aid available, IBTS will determine what combination of (PA), Individual Assistance (IA), and Hazard Mitigation is required.

1.3 REVISE EXISTING POLICIES SERVICES

By emphasizing planning, partnerships, and capabilities development that improve preparedness and resilience, IBTS is able to mitigate the effects and costs of natural disasters. Understanding that policy revisions require action at all levels, IBTS will build partnerships and cooperation between the public and private sectors. Due to variabilities in laws and regulations, policies need to be reviewed annually and after every emergency or disaster. By utilizing virtual or tabletop exercises, IBTS will renew policies every time an emergency occurs.

1.4 STAFFING EVALUATIONS SERVICES

As Program Administrator, IBTS will identify and designate staff to adequately administer the CDBG-DR grant. By deploying professional seminars, specialized in-house educational programs, and applying the use of experienced consultants and vendors, IBTS will incorporate tailored study programs that fit the needs of your organization. IBTS will deliver the training that is necessary to assist professional restorers and recovery contractors in maintaining compliance with general FEMA/HUD operations. Our processes will define the titles and functions of each team member involved in the disaster recovery process. IBTS understands that in a small community or organization, the entire staff may become the Disaster Recovery Team and will properly evaluate, and train current staff so that they may act quickly and effectively when needed.

1.5 DETERMINE RECOVERY STRATEGY SERVICES

Key elements of a successful Recovery Strategy include recognizing the importance of pre-disaster preparedness, mitigation and recovery capacity building. IBTS's will draft a Recovery Strategy that utilizes a timely decision making process to significantly reduce recovery time and cost. An important aspect of the process is that the impacted community assumes the lead role in developing recovery priorities and activities that are realistic, well-planned and clearly communicated. The approach will include the adoption of a recovery strategy that begins with pre-disaster preparedness and a wide range of planning activities. It will be tailored around the community's needs, and will concentrate on the available funding options with a clear post-recovery goal. The recovery strategy will clearly define the roles and responsibilities for stakeholders in the recovery process, both pre- and post-disaster. It will recognize that recovery is a continuum and that there are opportunities within recovery. IBTS will ensure that the national objectives are recognized and achieved. IBTS understands that when disaster occurs, it impacts some segments of the population more than others and that the recovery strategy must incorporate these nuances. The efforts of IBTS Recovery Strategy will result in a resilient community with an improved ability to withstand, respond to and recover from disasters.

1.6 DISASTER PLANNING FEES

Service	Hourly Rates					
Service	Executive	Manager	SME	Admin		
Engage Professionals	\$285	\$190	\$130	\$65		
Funding Options (Teaming Partner-Ernst & young)	\$325	\$265	\$210	\$85		
Revise Existing Policies	\$285	\$190	\$130	\$65		
Staffing Evaluation	\$285	\$190	\$130	\$65		
Determine Recovery Strategy	\$285	\$190	\$130	\$65		

ATTACHMENT B - PLAN ACTIVATION SERVICES

1.1 COMMUNICATION COORDINATION PROGRAM SERVICES

As part of the Disaster Recovery Strategy, IBTS will develop and incorporate a reliable and accessible communication plan and an information system that will be utilized during and immediately after a disaster. These communication protocols will connect affected people, families, and communities with first responders and support systems. Concerned family members will be informed which is key to a community's resilience.

1.2 EMERGENCY MANAGEMENT SERVICES

The IBTS approach to Emergency Management Services establishes organizational readiness to minimize the adverse impact of the extreme events that effect a community directly following a disaster. The IBTS method of preparedness includes adopting pre-impact activities that provide a means of active responses to protect the health and safety of individuals and the integrity and functionality of physical structures.

This approach entails an understanding of the goals of the emergency response, the resources of the community as a system, and the functional interactions of the different units within the system. The primary goal of IBTS' Emergency Management methodology is to protect the health and safety of the emergency responders and the public. In addition, the emergency response should protect public and private property and the environment, as well as minimize the disruption of community activities.

1.2.1 Temporary Shelters

IBTS recognizes that temporary dwellings constitute a crucial step of recovery and reconstruction in the post-disaster aftermath. The importance of temporary dwellings stems from the role they play in incubating people and providing a habitable environment while the outcomes of a disaster are being assessed and then rectified. The main goal of IBTS's Emergency Management approach is to establish a series of guidelines and recommendations to speed the process of successfully designing and constructing temporary dwellings of high quality while being sensitive to contextual issues and aiming for significant cost, efforts and time savings.

1.2.2 Debris Monitoring

Compliance with FEMA's rigid debris monitoring standards can be a daunting task. IBTS can provide the expert resources and accompanying process to ensure compliance in this area. Some of the tasks provided by IBTS are initial verification of vehicle capaCounty, capaCounty monitoring at landfills or debris staging facilities, total daily yardage verification, invoice verification and compliance certifications. All monitoring activities will be performed by FEMA certified resources.

1.2.3 Debris Removal

A best practice of the IBTS Emergency Management approach will include the implementation of a Debris Management Plan that is performed to reduce or eliminate the immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of an emergency or disaster event. The implementation of the Debris Management Plan will significantly improve the community's ability to conduct debris management operations in a way that ensures debris-removal activities are tailored to meet their specific needs and are consistent with FEMA eligibility criteria. The plan ensures that the entitlement community maximizes the federal funds it is eligible to receive and retains those funds through the reimbursement and audit process.

1.3 UTILITIES SERVICES

The IBTS Recovery Strategy will recommend that local and regional utility stakeholders move aggressively from a defensive responsive capaCounty to a more offensive approach. Taking a prepared stance regarding events that can have prolonged impact on their ability to generate, transmit, distribute and provide critical customer and internal business services is essential. IBTS recognizes that all-hazard consequence management makes utilities more resilient because it helps to identify specific actions that will eliminate or mitigate consequences associated with specific problems, regardless of the cause.

1.4 FIRE & LOCAL POLICE SERVICES

The IBTS disaster response approach includes the immediate mobilization of emergency service providers and first responders. This 'first wave' of emergency services includes police, firefighters and emergency medical personnel. The IBTS approach incorporates the notion that a strong first responders' presence in these situations can help ease victims' fears and concerns. At first glance, the specific role of first responders is very direct. Police provide public safety and keep 'law and order'. Firefighters limit the spread of existing or potential fires, and EMS workers provide medical assistance. In the IBTS methodology, their roles are quite varied, in depth – and obviously invaluable. Local law enforcement agencies will undergo specialized disaster management training. While each disaster is different, the plans that go into effect are structured and organized. With proper training law enforcement can be quite efficient in executing their duties. Likewise, firefighters play an important role in the IBTS Disaster Response approach to disaster management. In addition to handling fire, they also rely on their disaster relief training and offer some of the same roles as local law enforcement. Emergency medical workers and medics will work in partnership with the firefighters to treat and transport victims to temporary shelters, but their duties can be expanded because 'of the moment', helping whoever may be in need.

1.5 STAFFING SERVICES

The IBTS Disaster Recovery approach requires the assessment of existing staff that will assist local officials and community leaders in identifying and filling the human resource shortages associated with a disaster recovery operation. These assessments align with the National Disaster Recovery Framework (NDRF). IBTS refers to "The Local Disaster Recovery Staffing Guide" as a useful tool that outlines the processes and practices to effectively staff community disaster recovery activities.

1.6 STATE ADMINISTRATION INTERFACE SERVICES

The IBTS disaster response approach recognizes that local government maintains control of all assets used in the response and recovery efforts, regardless of the source of those assets. IBTS approach also understands that State governments serve as agents for the local jurisdictions, when a local jurisdiction does not have the resources it needs to respond to a disaster. The IBTS methodology recognizes the significance of state and federal interface and will assist in obtaining the available resources.

1.7 PLAN ACTIVATION FEES

		Unit Pricing				
Services	Executive	Manager	SME	Admin	Unit Rate	Unit
Community Coordination Program	\$285	\$190	\$130	\$65		
Emergency Management Services					TBD	CY
Temporary Shelter	\$285	\$190	\$130	\$65		
Debris Monitoring	\$285	\$190	\$130	\$65		
Debris Removal (Teaming Partner- DRC Inc.) CY Price TBD	\$325	\$265	\$210	\$85	TBD	CY
Utilities	\$325	\$265	\$210	\$85	-	
Local Police & Fire	\$285	\$190	\$130	\$65		
Staffing	\$285	\$190	\$130	\$65		
State Administration Interface	\$285	\$190	\$130	\$65		

ATTACHMENT C – RESPONSE PHASE SERVICES

1.1 RESCUE EFFORT SERVICES

The IBTS Response Phase Methodology incorporates a number of critical elements, for example; warning/evacuation, search and rescue, providing immediate assistance, assessing damage, continuing assistance and the immediate restoration of infrastructure. The aim of IBTS emergency response approach is to provide immediate assistance to maintain life, improve health and support the morale of the affected population. Rescue efforts may range from providing specific but limited aid, such as assisting refugees with transport, temporary shelter, and food, to establishing semi-permanent settlement in camps and other locations. It also may involve initial repairs to damaged infrastructure. The focus during the response phase is on meeting the basic needs of the people until more permanent and sustainable solutions can be found.

1.2 EMERGENCY MEDICAL

In the IBTS disaster response strategy, the local emergency medical services (EMS) authority play a lead role in disaster response and collaborate with other appropriate agencies in a unified command structure as determined by the specific disaster. EMS physicians and administrators will participate in the four phases of disaster management for a defined community (mitigation, planning, response, and recovery).

1.3 INITIAL DAMAGE EVALUATION SERVICES

In the IBTS Disaster Recovery Strategy the initial damage assessment is an integral part of facilitating effective and efficient response by government agencies and other organizations. A properly conducted damage assessment will facilitate the processes of effective response and relief operations such as evacuation, sheltering, search and rescue, mass casualty management, etc.

1.4 TEMPORARY INFRASTRUCTURE OF UTILITIES SERVICES

In the context of crises and disasters the IBTS Disaster Response approach addresses the need for temporary shelter and the most essential basic infrastructure in a timely manner and adapts them to the community's respective needs. Immediately following a disaster, communities are faced with a widespread destruction of productive and social infrastructure. This includes roads and bridges, housing, water supply systems, private and public buildings, schools and health posts. To swiftly alleviate the suffering, the IBTS approach to disaster response will provide temporary shelter and basic infrastructure within the initial months following a disaster.

1.4.1 Debris Monitoring

Compliance with FEMA's rigid debris monitoring standards can be a daunting task. IBTS can provide the expert resources and accompanying process to ensure compliance in this area. Some of the tasks provided by IBTS are initial verification of vehicle capaCcounty, capaCounty monitoring at landfills or debris staging facilities, total daily yardage verification, invoice verification and compliance certifications. All monitoring activities will be performed by FEMA certified resources.

1.4.2 Debris Removal

A best practice the IBTS Emergency Management approach will include the implementation of a Debris Management Plan that is performed to reduce or eliminate the immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of an emergency or disaster event. The implementation of the Debris Management Plan will significantly improve the community's ability to conduct debris management operations in a way that ensures debris-removal activities are tailored to meet their specific needs and that they are consistent with FEMA eligibility criteria. The plan ensures that the entitlement community maximizes the federal funds it is eligible to receive and retains those funds through the reimbursement and audit process.

1.5 GENERAL PUBLIC COMMUNICATIONS SERVICES

During and immediately after a disaster, communication with the community becomes especially critical. The IBTS Emergency Management approach will include alerts and warnings; directives about evacuation, curfews, and other self-protective actions; and information about response status, family members, available assistance, and other matters that impact response and recovery. Well-conceived and effectively delivered emergency messages will help ensure public safety, protect property, facilitate response efforts, elicit cooperation, instill public confidence, and help families reunite.

1.6 PROVIDE TEMPORARY SHELTERS SERVICES

IBTS recognizes that temporary dwellings constitute a crucial step of recovery and reconstruction in the post-disaster aftermath. The importance of temporary dwellings stems from the role they play in providing a habitable environment while the outcomes of a disaster are being assessed and then rectified. The main aim of IBTS's Emergency Management approach is to set a series of guideline recommendations which can lead the process of successfully designing and constructing temporary dwellings of quality while being sensitive to contextual issues and aiming for significant cost, efforts and time savings. The IBTS disaster response strategy also recognizes that as per the Health and Safety Code Section 34070 - 34072, local government communities are responsible to provide or contract with recognized community organizations to ensure that emergency or temporary shelter is available for people made homeless by a natural disaster or other emergency.

1.7 STAKEHOLDER COMMUNICATIONS SERVICES

In the IBTS Disaster Recovery Strategy the main objective of stakeholder communications is to articulate the same message to stakeholders no matter who is providing the message (Mayor, County Manager, Emergency Manager, etc.). Under IBTS guidance, communications will be easily understood and simple to narrate back to stakeholders. The emphasis is on relaying information needed to alleviate an onslaught of communication to be dealt with in lieu of dealing with disaster recovery. IBTS understands that communications before, during and following an emergency is bi-directional. Stakeholders or audiences will ask questions and request information. Articulating transparent and accurate communications with stakeholders, especially the media, during and after a crisis contributes to a successful resolution of the problem, including a positive evaluation by stakeholders and the public. The IBTS Disaster Response Communications approach recognizes that policies, procedures, and an incident command structure -- are the primary tool management has to ensure staff follow protocols during an emergency in contacting stakeholders, the media, and others. A key task of the Communication approach is to develop a priority list of stakeholders to contact in various scenarios, depending on the severity or scope of the event.

First responders (911, EMS, fire, police), utility companies (power, water, gas), residents and families, employees, volunteers, and families, News media (print, broadcast, internet), regulators (local/state/federal), elected officials, etc. and state health care associations and others.

1.8 RESPONSE PHASE FEES

G	Hourly Rates					
Service	Executive	Manager	SME	Admin		
Community Coordination Program	\$285	\$190	\$130	\$65		
Emergency Management Services	\$285	\$190	\$130	\$65		
Temporary Shelter	\$285	\$190	\$130	\$65		
Debris Monitoring	\$285	\$190	\$130	\$65		
Debris Removal (Teaming Partner-DRC Inc.) CY Price TBD	\$285	\$190	\$130	\$65		
Utilities	\$285	\$190	\$130	\$65		
Local Police & Fire	\$285	\$190	\$130	\$65		
Staffing	\$285	\$190	\$130	\$65		
State Administration Interface	\$285	\$190	\$130	\$65		

ATTACHMENT D - POST DISASTER RESPONSE SERVICES

1.1 DEBRIS MONITORING SERVICES

Compliance with FEMA's rigid debris monitoring standards can be a daunting task. IBTS can provide the expert resources and accompanying process to ensure compliance in this area. Some of the tasks provided by IBTS are initial verification of vehicle capaCounty, capaCounty monitoring at landfills or debris staging facilities, total daily yardage verification, invoice verification and compliance certifications. All monitoring activities will be performed by FEMA certified resources.

1.1.1 Debris Removal Services

As a best practice the IBTS Emergency Management approach will include the implementation of a Debris Management Plan that is performed to reduce or eliminate the immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of an emergency or disaster event. The implementation of the Debris Management Plan will significantly improve the community's ability to conduct debris management operations in a way that ensures debris-removal activities are tailored to meet their specific needs and that they are consistent with FEMA eligibility criteria. The plan ensures that the entitlement community maximizes the federal funds it is eligible to receive and retains those funds through the reimbursement and audit process. The IBTS Emergency Management approach recognizes that the removal of debris after a disaster is funded through FEMA's Public Assistance Program under Category A, Debris Removal. IBTS will properly manage these funds in accordance to the FEMA 325 Public Assistance Debris Management Guide.

1.2 RESTORE ALL INFRASTRUCTURE SERVICES

As a best practice, the IBTS Disaster Recovery strategy will develop a pre-disaster inventory of all infrastructure facilities, as well as utilize planning and zoning maps to expedite analysis following a disaster. Once damage has been identified, IBTS will document the work, and perform an estimate analysis on the actual cost required to perform Emergency Work and restore damaged infrastructure. By capturing the impact that lost or damaged infrastructure had on the jurisdiction IBTS can effectively illustrate the impact of the disaster and can help determine whether or not the disaster is beyond the capaCounty of the impacted jurisdiction or governing state and whether supplemental Federal assistance is required for proper recovery. Aligning with FEMA's requirements the IBTS Recovery strategy will integrate upgrades to the community's infrastructure systems to meet the requirements of reasonable applicable codes and standards as well as consider reasonable and cost-effective hazard mitigation measures as part of the repair.

1.3 TEMPORARY HOUSING SERVICES

The IBTS Disaster Recovery strategy will utilize FEMA funds to provide temporary housing to disaster survivors in accordance with FEMA guidelines for a specified period of time following the occurrence of fire, flood, storm, or any other catastrophe. Any home that is deemed unsafe or livable will qualify the resident to be eligible for Disaster Assistance under FEMA's Individuals and Households Program (IHP). Under the IBTS Disaster Recovery strategy applicants may receive assistance in the form of temporary housing, rental assistance, repair/replacement money, replacement housing, transient accommodations, and permanent/semi-permanent housing construction which is common only in insular areas or remote locations specified by FEMA, where no other type of housing assistance is possible.

1.4 FEMA MAPPING SERVICES

The IBTS Disaster Recovery strategy anticipates that FEMA mapping is an important part of the National Flood Insurance Program (NFIP), as it is the basis of the NFIP regulations and flood insurance requirements. The disaster recovery strategy will incorporate FEMA data that is made available through the Flood Insurance Rate Maps (FIRMs) and risk assessments and comply with all FIRMs statistical information such as data for river flow, storm tides, hydrologic/hydraulic analyses and rainfall and topographic surveys to guide all mitigation activities.

1.5 FEMA FUNDING DISBURSEMENT SERVICES

IBTS's Disaster Recovery Strategy anticipates FEMA funding and is structured to secure funding in compliance with FEMA requirements for debris removal, emergency protective measures, and infrastructure restoration. IBTS workflow processes engage first with the FEMA PAC Crew Leader and the assigned State PA Representative to determine the extent of damage that occurred to the infrastructure facilities and repair costs meet the Public Assistance Program eligibility criteria. The IBTS strategy also anticipates FEMA reimbursement costs for actions taken by the community before, during, and after a disaster to save lives, and private property.

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1.6 POST DISASTER FEES

	Hourly Rates				Unit Pricing	
Services	Executive	Manager	SME	Admin	Unit Rate	Unit
Debris Monitoring	\$285	\$190	\$130	\$65		
Debris Removal (Teaming Partner-DRC, Inc.)					TBD	СҮ
Restore all Infrastructure	\$285	\$190	\$130	\$65		
Temporary Housing	\$285	\$190	\$130	\$65		
FEMA Mapping (Teaming Partner-Ernst & Young)	\$325	\$265	\$210	\$85		
FEMA Funding Disbursement (Teaming Partner-Ernst & Young)	\$325	\$265	\$210	\$85		

ATTACHMENT E – RECOVERY ADMINISTRATION SERVICES

1.1 ACTION PLANS SERVICES

The purpose of the IBTS Disaster Recovery Action Plan is to clarify what resources are necessary to align the community's goals with CDBG-DR compliance requirements, to formulate a timeline for when specific tasks need to be completed and to determine what resources will be required to accomplish the required tasks. The Disaster Recovery Action Plan will outline the community development priorities and multiyear goals based on an assessment of housing and community development needs, economic market conditions and available resources.

1.2 NEEDS ASSESSMENT SERVICES

The IBTS Disaster Recovery strategy utilizes the "Unmet Needs Assessment" to identifying and prioritizing critical unmet needs for long-term community recovery. IBTS will use the needs assessment to determine and addressing needs, or "gaps" between the current post disaster conditions and desired conditions or "wants" that are articulated and anticipated in the Disaster Recovery Action Plan. The Plan dictates that the discrepancies between the current condition and the desired condition must be measured to appropriately identify the need. The need can be either a desire to improve current performance or to correct a deficiency. IBTS understands that the ultimate goal of the "Needs Assessment" is to enable the grantee to better design recovery programs that are responsive to the types and locations of actual needs on the ground.

1.3 POLICY & PROCEDURE MANAGEMENT

The IBTS Disaster Recovery strategy will integrate Policy & Procedural Management to establish policies for Community Development Block Grant funded Disaster Recovery Programs which is directed to the owners of disaster recovery efforts seeking to Rehabilitate or Reconstruct communities to pre-disaster conditions. The policies may be supplemented or modified to address changes to rules, regulations, or the changing unmet recovery needs of the applicant population. From time to time, Disaster Recovery Programs will issue policy revisions which may modify the management process.

1.4 SOP'S SERVICES

A component of IBTS's Policy & Procedural Management are the development of Standard Operating Procedures (SOP) which define processes, program policies and procedures for each process within the Disaster Relief Program and are applicable to all stakeholders (employees, consultants and contractors). IBTS defines policy as: guidelines that establish the minimum requirements or controls to address organizational strategy, compliance with law, rules or regulations or mitigation of other identified risks. Policies help align the organization to achieve its objectives. They must be actionable and enforceable. Procedure is defined as measures that specify how to satisfy the requirements of a Policy or other organizational requirement by providing specific instructions. They may include such things as roles and responsibilities, examples, scenarios, diagrams, flowcharts or other visuals, links, job aids and FAQs.

1.5 PROJECT EXECUTION PLAN SERVICES

A component IBTS's Policy & Procedural Management is the development of the Project Execution Plan (PEP) that details the manner in which the project will be planned, managed and executed. The objective of the PEP will be to define the approach to be used by the project team to deliver the intended project and how the information will be communicated. The IBTS PEP will be updated as necessary to reflect changes in the project and all revisions will be submitted to the Program implementer for review and comment and possible revision.

1.6 OUTREACH SERVICES

IBTS will implement local public awareness activities through targeted community interaction as needed. Disaster Relief outreach activities are those efforts that can directly affect the behavior of the public through local interaction.

1.7 ELIGIBILITY SERVICES

The IBTS Disaster Recovery strategy determination of entitlement eligibility requirements is based of HUD population data provided by the U.S. Census Bureau and metropolitan area delineations published by the Office of Management and Budget. Aligning with HUD guidelines IBTS will anticipate the amount of each entitlement grantee's annual funding allocation by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

1.8 APPLICANT COMMUNICATIONS SERVICES

After the immediate danger and basic needs are addressed, The IBTS Disaster Recovery strategy facilitate the development of semi-permanent accommodations, temporary offices, and medical centers to aid victims. It will also provide communication capabilities which can scale quickly and become more permanent or remain mobile as needed.

1.9 OVERSIGHT SERVICES

IBTS will implement internal controls to ensure that programs operate in compliance with statutory provisions, the terms and conditions of the funding agreement and the program requirements, and standards set or accepted by the funding agency. These internal controls typically involve the design and implementation of a compliance and monitoring plan. IBTS compliance and monitoring plans include the tools government agencies and grantees need to validate program operation and identify potential weaknesses in adhering to program and regulatory requirements. The IBTS compliance and monitoring plan will help the grantee in identifying programs with the highest risk and provide a mechanism to identify areas in need of correction or modification throughout the life cycle of a program.

1.10 RECVOERY ADMINISTRATION FEES

	Hourly Rates				Unit Pricing	
Services	Executive	Manager	SME	Admin	Unit Rate	Unit
Action Plans		:			TBD	ea.
Needs Assessment					TBD	ea.
Policy & Procedures Management	\$285	\$190	\$130	\$65		
SOPs					TBD	ea.
Project Execution Plan					TBD	ea,
Outreach	\$285	\$190	\$130	\$65		
Eligibility					TBD	ea.
Applicant Communications	\$285	\$190	\$130	\$65		
Oversight	\$285	\$190	\$130	\$65		

ATTACHMENT F – ACTIVE RECOVERY SERVICES

1.1 DAMAGE ASSESSMENT – HUD ENVIRONMENTAL REVIEW SERVICES

IBTS has the capability to perform all required NEPA environmental reviews for both FEMA, CDBG and CDBG DR funding streams. This includes broad reviews, Tier I reviews, Tier II reviews and site specific reviews. IBTS will provide all required submissions and technical assistance to receive agency approvals.

1.2 DAMAGE ASSESSMENT (CDBG COMPLIANT) SERVICES

The IBTS Disaster Recovery strategy will facilitate the damage assessments process which will determine whether the structure is destroyed (no longer standing), has severe damage (not practical to repair), major damage (greater than 50% damage based on FMU), moderate damage or no damage. Damage Assessments are a determination to confirm the structure was damaged by the storm based upon visual observation. IBTS will assess evidence of completed repairs to damage also indicate whether there is any unrepaired storm damage.

1.3 DAMAGE ASSESSMENT – ASBESTOS & LEAD SURVEYS SERVICES

IBTS can provide turnkey asbestos/lead based paint assessment and planning services for FEMA/CDBG DR housing, rental or small business programs. IBTS employs numerous certified HUD Lead based paint risk assessors to support remediation planning and costing. Also EPA trained asbestos abatement staff professionals can disseminate asbestos surveys and develop abatement plans and costing. All LBP/asbestos services are compliant with Federal, State and local guidelines.

1.4 CONTRACTOR PROCUREMENT SERVICES -

The IBTS Disaster Recovery strategy will ensure all procurement procedures required by the grant mechanism are followed, in accordance with all state and federal regulations, as well as local governmental laws and policies.

1.5 CONSTRUCTION MANAGEMENT SERVICES

A Construction Management Plan will be prepared by IBTS to establish uniform policies and procedures to be used by construction management personnel to implement technical and administrative tasks for contracts. This management plan will provide guidance and will be flexible in its application with revisions and improvements made to the plan as warranted. The IBTS Program Construction Manager is responsible for implementing the plan and issuing updates as appropriate.

1.6 CUSTOMER SERVICE SERVICES

The IBTS Disaster Recovery strategy provides for an effective Customer Service component. It institutes policies which offer applicants or other interested parties an avenue to obtain program news and updates via email or by phone through a toll-free number. IBTS will provide Housing Recovery Specialists to answer frequently asked questions about the program and provide explanations.

1.7 APPEALS SERVICES

If there is a need to appeal a decision of the funding agency, IBTS will assist the jurisdiction in the appeal preparation when there is reason to believe program guidelines were not adhered to by the funding agency or that a particular decision regarding the application or program was made incorrectly.

1.8 ACTIVE RECOVERY FEES

		Unit Pricing				
Services	Executive	Manager	SME	Admin	Unit Rate	Unit
Damage Assessment – HUD Environmental Review					\$1,200	ea.
Damage Assessment (CDBG Compliant)					\$1,985	ea.
Damage Assessment – Asbestos & Lead Surveys					\$1,875	ea.
Contractor Procurement					TBD	ea.
Construction Management					\$3,180	ea.
Customer Service	\$285	\$190	\$130	\$65		
Appeals	\$285	\$190	\$130	\$65		

ATTACHMENT G – GRANT CLOSEOUT SERVICES

1.1 COMPLIANCE SERVICES

To verify compliance, IBTS will preserve data in a manner consistent with regulatory compliance rules. Compliance to federal and state grant expenditure guidelines is critical to funding reimbursement. IBTS will perform periodic reviews, reports and audits as the basis for verification of the accuracy of project cost estimates.

1.2 RECORD KEEPING SERVICES

Compliance is key to the success of any recovery program. In order to demonstrate compliance, specific, and accurate records must be maintained. IBTS has developed a cloud based compliance tool that ensures all records are maintained, updated and readily available to Stakeholders, and agencies on a 24 hour 7 day per week basis.

1.3 FINAL INSPECTION SERVICES

The IBTS Disaster Recovery strategy incorporates the Final Inspection process for Grant Closeout. The inspection process guarantees that all work called for in the contract has been completed according to specifications. The final inspection will be as thorough and deliberate as the initial inspection. IBTS policy will assure the maintenance of accurate Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the State and Federal guidelines. Such files will be open for inspection as to qualifications, bids, and awards. Waivers to the requirements in these Guidelines can only be approved by the grantee and must be provided to IBTS in writing. In the event that these Guidelines conflict with local, state, or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state or federal law.

1.4 HUD AUDIT PREP SERVICES

HUD Audits are extensive reviews of sub-grantee award and monitoring activities. The audit consists of a series of specific tests and procedures that determine compliance with the financial requirements in the CDBG regulations. IBTS audit preparation will verify the application of OMB Omni Circular Cost Principles ensuring costs are allowable, allocable and reasonable with adequate supporting documentation. IBTS will verify that costs reimbursed are consistent with the approved budget and adequate internal controls were applied. IBTS audit preparation confirms that payouts were made on a timely basis by the oversight agency and that financial monitoring activities were conducted consistently with an approved monitoring plan. IBTS audit preparation will include standardized document processes to ensure consistency with policies and procedures and the monitoring plan.

1.5 ACCOUNTING CLOSEOUT SERVICES

IBTS will prepare the final accounting and maintain a complete and accurate set of records, and documentation of procurement guidelines. The final accounting closeout will include the validation, approval, approved funding, and audit of the program. IBTS will maintain a separate cost accounting/

record keeping system to accurately record all activities and expenditures related to disaster recovery work. The accounting closeout will include all costs associated with the following expenditures: labor costs, equipment and contract costs, and miscellaneous costs.

1.6 CLOSEOUT REPORTING

IBTS will initiate the closeout of a Disaster Relief Grant once HUD determines that all applicable administrative and program requirements of the applicable Grant Agreement between HUD and the Grantee and/or the Entitlement Community have been completed. Once the HUD field office determines that all of the funds are expended and the activities are completed, or if the grantee or entitlement requests initiation of the closeout process, IBTS will proceed with the grant closeout procedures. In general, a project is ready for close-out when the following conditions are met:

- 1. All activities are eligible, have been completed and met a national objective
- 2. All grant funds are expended in full or all remaining funds are to be returned to HUD
- 3. All reporting requirements completed and submitted
- 4. All audit and monitoring issues are resolved

1.7 GRANT CLOSEOUT FEES

Service	Hourly Rates					
Service	Executive	Manager	SME	Admin		
Compliance	\$285	\$190	\$130	\$65		
Record Keeping	\$285	\$190	\$130	\$65		
Final Inspection	\$285	\$190	\$130	\$65		
HUD Audit Prep	\$285	\$190	\$130	\$65		
Accounting Closeout	\$285	\$190	\$130	\$65		
Closeout Report	\$285	\$190	\$130	\$65		

ATTACHMENT H – RESILIENCE PLANNING SERVICES

1.1 LESSONS LEARNED SERVICES

IBTS bases Resilience Planning on forward-looking, science-based local disaster recovery planning that addresses recovery, resilience, and revitalization needs. To institutionalize the implementation of thoughtful, innovative, and resilient approaches to addressing future risk, IBTS will assist the community in planning and to incorporate disaster recovery efforts that makes them more resilient to future threats or hazards, while also improving quality of life for existing residents and making communities more resilient to economic stresses or other shocks. IBTS will fully inform and engage community stakeholders about the current and projected impacts of climate change and develop pathways to resilience based on sound science. IBTS will work with the community to leverage investments from the philanthropic community to help define problems, set policy goals, explore options, and craft solutions to inform local and regional resilient recovery strategies.

1.2 IDENTIFY DISASTER PLANNING REVISIONS

IBTS will identify disaster planning revisions and planning procedures that seek to bring local, regional, and international knowledge to bear in order to (a) contribute to a better understanding of the region's vulnerabilities, strengths, and interdependencies; (b) generate design proposals that focus on regionally applicable solutions, increase resilience, develop and promote innovation, and integrate local efforts in the region; (c) build the capaCounty of local communities and federal agencies while promoting an integrated regional approach; (d) connect to local efforts and strengthen the collaboration within governments and between government, business, academic, non-profit, and other organizations; (e) ignite innovation, outside-the-box perspectives, and address new trends; and (f) execute world-class projects with regional impact (either large scale or replicable across the region).

1.3 CODES, ORDINANCE REVIEWS & REVISIONS SERVICES

In a fiscally constrained environment, finding ways to better prepare for and recover from disasters in a manner that is cost-efficient is all the more important. Although a community's true resilience will only be evident after a disaster strikes, much can be done to prepare a community in advance. Among the actions that may make a difference are the identification and training of community leaders; the development of recovery networks; the use of leaders and their networks to promote individual and organizational preparedness; and generally speaking, increasing individual preparedness with such efforts as enhanced community-based CPR classes.

1.4 POLICY & ORGANIZATIONAL REVIEWS

IBTS will revise the Grantee's existing Disaster Response Policies to include up-to-date disaster management practices, incorporating four main principals: (a) the concept of disaster vulnerability; (b) how individuals respond to hazard risks; (c) challenges associated with effective hazard mitigation; and (d) the idea of policy learning in the area of disasters. IBTS will encourage local participation in redevelopment

planning and institutional cooperation to achieve equity, mitigation and sustainable development. IBTS will evaluate and encourage Resiliency Plans which strengthen local organizational capaCounty to facilitate economic, social, and physical development after the disaster.

1.5 RESILIENCE PLANNING FEES

Service	Hourly Rates					
Service	Executive	Manager	SME	Admin		
Lessons Learned	\$285	\$190	\$130	\$65		
Identify Disaster Planning Revisions	\$285	\$190	\$130	\$65		
Codes, Ordinances Reviews & Revisions	\$285	\$190	\$130	\$65		
Policy & Organizational Reviews (Teaming Partner- Ernst & Young)	\$325	\$265	\$210	\$85		

ATTACHMENT I – SUBRECIPIENT SERVICES

1.1 SUBRECIPIENT SERVICES

The not-for-profit structure of IBTS allows us to operate in a Subrecipient capacity when grant funds are being utilized. By entering into a Subrecipient Agreement with IBTS, the Grant Recipient or Grantee can be afforded numerous advantages.

- CDBG "open" procurement requirements are waived with this structure, which can save a community well over 90 days for typical procurement
- IBTS is limited to "Direct Costs" only in this structure, which yields substantially reduced hourly rates
- IBTS shares in the implementation and execution of the grant funds with the Community

1.2 SUBRECIPIENT FEES

ALTERNATIVE PRICING	Hourly Rates				
ALIERNATIVE PRICING	Executive	Manager	SME	Admin	
IBTS pricing could be substituted for reduced "Subrecipient" rates. These rates are based upon actual payroll cost so they may vary slightly from the examples provided. To receive these rates IBTS must enter into a "Subrecipient" agreement with a Grantee or Grant Recipient.	\$140	\$105	\$68	\$32	