



Staff Report

For City Council Meeting - 02/06/2019

Subject - New Business - Intergovernmental Agreement with the State of Oregon (DLCD)

Synopsis: FEMA has awarded Clatsop County a grant to update the County's Hazard Mitigation Plan which expires in 2020. Gearhart's Hazard Mitigation Plan is a part of the County's plan. This grant will pay for DLCD and their coastal hazards specialists to assist the county and its municipalities to update and integrate their plans.

This intergovernmental agreement (IGA), lays out the framework for the project including the purpose, responsibilities, and costs. Gearhart's costs will be in the form of in-kind contributions through staff time and expenses.

This project will update the Gearhart Hazard Mitigation Plan through public work sessions, hearings, and plan adoption with the planning commission and city council. The County's update will also include seven new districts which will improve the hazard mitigation plan.

Recommendation:

Staff recommends signing the IGA and participating in the process.

Legal Analysis: None

Financial Analysis: Gearhart's costs will come from staff time which will be addressed in the upcoming 2019/2020 budget.

Respectfully submitted,

Chad



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

Planning Services Division
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540
Phone: 503-373-0050
Fax: 503-378-5518
www.oregon.gov/LCD

635 Capitol St. NE, Ste. 150
Salem, OR 97301



November 9, 2018

Tiffany Brown
Clatsop County Emergency Services Manager
800 Exchange Street, Suite 400
Astoria, OR 97103

Dear Ms. Brown,

The Department of Land Conservation and Development (DLCD) is pleased to initiate an agreement with Clatsop County, its cities, and several of its special districts for the 2020 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) update. The purpose of this memo is to highlight the plan strengths and opportunities for improvement — where we propose to focus our efforts during the 2019 plan update.

The Clatsop County MJNHMP was completed in 2015 by the County's Natural Hazards Mitigation Plan Steering Committee with participation by Clatsop County and its five municipalities: Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton. As a result of your vigorous outreach efforts, seven special districts (Cannon Beach Rural Fire Protection District, Lewis and Clark Fire District, Knappa Fire District – Svensen, Port of Astoria, Sunset Empire Transportation District, Arch Cape Domestic Water Supply District, and Arch Cape Sanitary District) will develop addenda to the Clatsop County MJNHMP for the first time, improving hazard mitigation throughout Clatsop County.

As a Natural Hazards Planner with DLCD's Natural Hazard Team, I will be serving as the plan update Project Manager. I will ensure that the plan meets FEMA requirements, reflects local values, and sets a path forward for advancing natural hazards mitigation in Clatsop County. I welcome your partnership and leadership in navigating local politics, engaging the Steering Committee, stakeholders, and interested parties, and other important tasks that will make this a smooth and successful process.

Plan Strengths

A diverse steering committee, robust engagement process including a survey, specific mitigation action items, and detailed hazard descriptions and risk assessments are a few of the many strengths of the 2015 plan. We will build upon those strengths and endeavor to tell the story of the entire county and individual jurisdictions in an accessible way. We will also leverage the current and continuing outreach efforts to engage the "whole community."

Plan Improvements

The plan update will involve revising the document to capture five years of change and progress and to address the influence of climate change on natural hazards. We will bring in data from a Multi-Hazard Risk Report under development by the Department of Geology and Mineral Industries and we anticipate receiving climate change information from the Oregon Climate Change Research Institute. DLCD will work with the special districts to create new addenda and with the County and cities to update the existing county-wide plan and addenda.

A multi-jurisdictional plan implies local coordination in both planning and implementation. The current plan reflects coordination primarily in planning. A more integrated approach to assessing risk and developing mitigation actions, as well as to the presentation of the Plan itself, could lead to greater coordination in both planning and implementation. A unified presentation of county-wide hazard and risk assessment data (tables, summaries covering all jurisdictions) would shorten the plan, be more compelling and easier to read. Maps are key to telling the story. Photos, local mitigation success stories, and highlights of unique local conditions could be employed to emphasize each jurisdiction's individual character and mitigation priorities.

Enclosures

This memo is accompanied by the draft Intergovernmental Agreement (IGA), a draft Scope of Work (SoW), and proposed Project Schedule. The purpose of the IGA is to formalize our working relationship and ensure that the need for the jurisdictions to adopt the final Plan and contribute financially to the project are understood. The SoW encompasses all the FEMA requirements in one simple (but long) step-by-step document. It is Exhibit A of the IGA. Together these documents establish a vision for successfully completing the update.

We look forward to meeting with the County and Steering Committee on November 26th to discuss the IGA, SoW, and proposed plan update priorities. I am fortunate to have the opportunity to work with you to update Clatsop County's Multi-Jurisdictional Natural Hazards Mitigation Plan.

Sincerely,

Pamela Reber /s/

Natural Hazards Planner
pamela.reber@state.or.us
(503) 986-0066

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and Clatsop County (“County”), Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton (“Cities”), and Cannon Beach Rural Fire Protection District, Lewis and Clark Fire District, Knappa Fire District – Svensen, Port of Astoria, Sunset Empire Transportation District, Arch Cape Domestic Water Supply District, and Arch Cape Sanitary District (“Districts”), each a “Party;” the County, Cities, and Districts together, the “Jurisdictions;” and all together, the “Parties.”

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on March 22, 2021, unless terminated earlier.

3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Clatsop County’s Multi-Jurisdictional NHMP will expire on July 23, 2020. DLCD has received a Pre-Disaster Mitigation grant to assist the Jurisdictions with updating the Clatsop County Multi-Jurisdictional NHMP. The grant’s performance period is from August 14, 2017 through March 22, 2021.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the Jurisdictions that is to result in an updated Clatsop County Multi-Jurisdictional NHMP adopted by each Jurisdiction and approved by FEMA;

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- (b) Ensure the Jurisdictions are aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the Jurisdictions must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the Jurisdictions are aware of their responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report their cost share as required.

5. Responsibilities of Parties

(a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

(b) Responsibilities of County.

County shall appoint a one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.

Specific Project responsibilities of County Lead include:

- i. Assisting DLCD with organizing, leading, and managing the planning process;
- ii. Providing County Assessor's data;
- iii. Providing GIS services;
- iv. Carrying out other responsibilities enumerated in Section 5(c);
- v. Performing any other Project work assigned to County by Exhibit A.

(c) Responsibilities of the Jurisdictions:

The Jurisdictions will each appoint a Steering Committee member and alternate who already have or have been delegated decision-making authority for this Project.

Specific Project responsibilities of the Jurisdictions include:

- i. Attending and actively participating in Steering Committee meetings;
- ii. Providing data and information;
- iii. Engaging with internal and external stakeholders;
- iv. Executing the Project's public engagement program;
- v. Shepherding the plan through the public adoption process;

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- vi. Tracking, accurately documenting, and reporting cost share as required;
- vii. Adopting a Plan that FEMA has agreed to approve; and
- viii. Performing any other Project work assigned to County, Cities, Districts, and Tribes by Exhibit A.

6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the Jurisdictions to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. Each Party shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share.

7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

DLCD’s Project Contacts are:

Marian Lahav – Natural Hazards Mitigation Planning Program Coordinator
Oregon Department of Land Conservation and Development
635 Capitol ST NE, Suite 150
Salem, OR 97301
(503) 934-0024
marian.lahav@state.or.us

Pam Reber – Natural Hazards Planner
Oregon Department of Land Conservation and Development
635 Capitol ST NE, Suite 150
Salem, OR 97301
(503) 934-0066
pamela.reber@state.or.us

Clatsop County’s Project Contact is:

Tiffany Brown – Emergency Services Manager
Clatsop County Emergency Management
800 Exchange St., Suite 400

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Astoria, OR 97103 (503) 325-8645 tbrown@co.clatsop.or.us	
City of Astoria's Project Contact is: () , OR 97 -	City of Cannon Beach's Project Contact is: () , OR 97 -
City of Gearhart's Project Contact is: () , OR 97 -	City of Seaside's Project Contact is: () , OR 97 -
City of Warrenton's Project Contact is: () , OR 97 -	Cannon Beach Rural Fire Protection District's Project Contact is: () , OR 97 -
Lewis and Clark Fire District's Project Contact is: () , OR 97 -	Knappa Fire District – Svensen's Project Contact is: () , OR 97 -
Port of Astoria's Project Contact is:	Sunset Empire Transportation District's Project

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<p>() , OR 97 -</p>	<p>Contact is:</p> <p>() , OR 97 -</p>
<p>Arch Cape Domestic Water Supply District's Project Contact is:</p> <p>() , OR 97 -</p>	<p>Arch Cape Sanitary District's Project Contact is:</p> <p>() , OR 97 -</p>

8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by DLCD upon 30 days advance written notice and by the Jurisdictions upon 45 days advance written notice.

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. All Parties 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, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow

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DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

11. Representations and Warranties

The Jurisdictions represent and warrant that the making and performance by the Jurisdictions of this Agreement:

- (a) Have been duly authorized by the Jurisdictions;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the Jurisdictions' charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Jurisdictions are party or by which the Jurisdictions may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Jurisdictions of this Agreement, other than those that have already been obtained.

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require any Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Other Parties") may have liability, the Notified Party shall promptly notify the Other Parties in writing of the Third Party Claim and deliver to the Other Parties, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and

settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

14. Subcontracting and Assignment

The Jurisdictions acknowledge that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. No Jurisdiction shall enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the Jurisdictions that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum,

then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Parties and the other Parties' agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300.

17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. No Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

If any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

20. Force Majeure

No Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

21. No Third Party Beneficiary

DLCD and the Jurisdictions are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

22. Merger, Waiver and Modification

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds any Party unless in writing and signed by all Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of all Parties.

24. Acknowledgment of Funds and Copyright

(a) Acknowledgment of Funds.

All Parties shall acknowledge their use of 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.

(b) Copyright.

All Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal 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, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative

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works, and to authorize others to do so, for Government purposes in all such copyrighted works.

25. Survival

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

26. Interpretation

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

27. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CLATSOP COUNTY

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

CITY of ASTORIA

APPROVED AS TO FORM:

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Name & Title

Name & Title

Date

Date

CITY of CANNON BEACH

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

CITY of GEARHART

APPROVED AS TO FORM:

Name & Title

Name & Title

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Date

Date

CITY of SEASIDE

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

CITY of WARRENTON

APPROVED AS TO FORM:

Name & Title

Name & Title

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Date

Date

CANNON BEACH RURAL FIRE
PROTECTION DISTRICT

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

LEWIS AND CLARK FIRE DISTRICT

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

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KNAPPA FIRE DISTRICT – SVENSEN

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

PORT OF ASTORIA

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

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SUNSET EMPIRE TRANSPORTATION
DISTRICT

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

ARCH CAPE DOMESTIC WATER SUPPLY
DISTRICT

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

ARCH CAPE SANITARY DISTRICT

APPROVED AS TO FORM:

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Name & Title

Name & Title

Date

Date

Department of Land Conservation and
Development (DLCD)

Jim Rue, Director

Date

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP)
Update for Clatsop County, the Cities of Astoria, Cannon Beach,
Gearhart, Seaside, and Warrenton, the Cannon Beach Rural Fire
Protection District, Lewis and Clark Fire District, Knappa Fire
District – Svensen, Port of Astoria, Sunset Empire Transportation
District, Arch Cape Domestic Water Supply District, and Arch
Cape Sanitary District

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Clatsop County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Clatsop County (COUNTY), Cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton (CITIES), and the Cannon Beach Rural Fire Protection District, Lewis and Clark Fire District, Knappa Fire District – Svensen, Port of Astoria, Sunset Empire Transportation District, Arch Cape Domestic Water Supply District, and Arch Cape Sanitary District (DISTRICTS) collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for cities and special districts who have not participated previously.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

PHASE 1: ORGANIZE

Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.

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EXHIBIT A: Scope of Work

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Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Clatsop County MJNHMP; ensure that each jurisdiction adopts and obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: October 2018

Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

DELIVERABLES

DLCD 1. Draft SOW

Target Date: October 2018

Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

"The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

DLCD 1. Draft Project Schedule

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EXHIBIT A: Scope of Work

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Target Date: October 2018

Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement.
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP’s strengths and opportunities for improvement and a strategy for addressing them.
- D. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- E. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- F. Determine the method for and roles of DLCD and COUNTY in inviting cities and special districts to participate in the planning process and designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions for the purposes of this project;**
- G. Draft a list of stakeholders, technical advisors, and other interested parties including at a minimum representatives of FEMA’s six “whole community” sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure; and (g) Natural and Cultural Resources. Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation.
- H. Prepare a draft public engagement program for SC discussion and finalization.

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Steering and Technical Advisory Committee Meetings				
• Prepare and distribute agenda 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior	X	Assist	Assist	Assist

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to meetings.				
• Provide language for public notice of meetings if requested.	X			
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.		X	X	X
Public Engagement Program				
• Execute public engagement program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process	Assist	X	X	X
Plan Development				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services		X	X	X
• Provide assessor data		X		
• Provide other data and information		X	X	X
• Analyze data	X	Assist	Assist	Assist
• Write plan sections	X	Assist	Assist	Assist
• Review plan sections	X	X	X	X
• Edit plan sections	X	Assist	Assist	Assist
• Finalize plan	X			
Administrative Functions				
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Track and accurately report cost-share in the required		X	X	X

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format at least quarterly by the deadline set by DLCD.				
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

- DLCD
1. Meeting notes memorializing decisions of Task 5
 2. Revised Draft Scope of Work
 3. Revised MJNHMP Review and Strategy Memo
 4. Revised Project Schedule
 5. Revised *Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS*
 6. Draft Public Engagement Program
 7. Cost Share Documentation Forms and Instructions

- COUNTY
1. Draft Steering Committee Roster
 2. Initial Draft Stakeholder Roster

Target Date: November 2018

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 5, (A) invite cities and special districts to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to JURISDICTIONS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Clatsop County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion in the Clatsop County MJNHMP or into a stand-alone NHMP.

DELIVERABLES

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- COUNTY
1. Final Roster of Steering Committee members and alternates
 2. Second Draft Stakeholder Roster

Target Date: November 2018

Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to initiate the project. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.

Each jurisdiction will identify a person responsible for cost share tracking and reporting.

Each jurisdiction will identify a person responsible for developing and maintaining an up-to-date project website or otherwise ensuring that project information is made available to the community in a timely manner.

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule
 3. Final SC Roster
 4. Final Stakeholder Roster
 5. Final *Table 1, Allocation of Basic Responsibilities and Tasks*
 6. Final Public Engagement Plan
 7. Cost Share Documentation Forms and Instructions

Target Date:

- SC
1. Person responsible for cost share tracking and reporting for each jurisdiction
 2. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
 3. Signed IGA

Target Date: December 2018

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PHASE 2: UPDATE THE CLATSOP COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

The purpose of Phase 2 is to update the current CLATSOP County MJNHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will:

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages.
- F. To the extent feasible, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

SC 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment

DLCD 1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values

2. Coordinate and conduct group or individual meetings with DISTRICTS, if needed.

Target Date: January – April 2019

COUNTY 1. Coordinate up to two SC meetings.

2. Assist DLCD with coordinating and facilitating DISTRICTS group meeting, if requested.

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Target Dates: January – April 2019

DLCD 1. Initial Draft Risk Assessment for SC and public review

Target Dates: April – June 2019

Task 8 Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the Draft Risk Assessment. “The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

SC 1. At least one opportunity for public comment completed.

Target Date(s): April – June 2019

DLCD 1. Draft comment matrix containing SC and public comments and draft responses for SC review

Target Date: June 2019

DLCD 1. Final comment and response matrix
2. Second Draft Risk Assessment incorporating public comments and final comment and response matrix

Target Date: June 2019

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the Mitigation Strategy will:

- A. Establish mitigation goals based on the risk assessment.
- B. Assess each jurisdiction’s mitigation capabilities.
- C. Document each jurisdiction’s participation in the NFIP and continued compliance with its requirements.

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- D. Document status of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy for each mitigation action.
- I. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

Deliverables

- SC
 - 1. Information about participation in and continued compliance with NFIP
 - 2. Information for and participation in capability assessment
 - 3. Information about planning mechanisms and timeline for integration

Target Date: May - September 2019

- COUNTY
 - 1. Coordinate up to three SC meetings for Tasks 9 and 10 together.

Target Dates: May - September 2019

- DLCD
 - 1. Initial Draft Mitigation Strategy for SC and public review

Target Dates: May - September 2019

Task 10 Review and Update the Plan Maintenance Process

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:

- A. Describe the method and schedule for monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.

DELIVERABLES

- DLCD
 - 1. Initial Draft Plan Maintenance Process for SC and public review.

Target Date(s): August – October 2019

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Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process
DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

SC 1. At least one opportunity for public comment completed.

Target Date(s): August – October 2019

DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: August – October 2019

DLCD 1. Final comment and response matrix incorporating SC comments
2. Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: September - October 2019

Task 12 Document the Planning Process

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP. For each jurisdiction, the Planning Process chapter will:

- A. Describe how the plan was prepared, who was included, how the public was involved, and the opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval.
- C. Describe how plans, studies, reports, technical data and information were incorporated.
- D. Include documentation of the planning process.

DELIVERABLES

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- SC 1. Provide copies of web page updates, notices, publications, etc.
- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
- 2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): October 2018 – July 2020

Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD 1. Initial draft of remaining chapters or sections for SC review
- 2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): November – December 2019

Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA’s “Approvable Pending Adoption” letter; evidence of adoption by each jurisdiction; FEMA’s final approval letters; and FEMA’s final Review Tool.

DELIVERABLES

- DLCD 1. Finalized Draft MJNHMP

Target Date: December 2019 – January 2020

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by

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FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.

Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCD will submit the Draft Clatsop County MJNHMP to the Oregon Office of Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCD and JURISDICTIONS will make any necessary revisions with review by the SC and public as appropriate until FEMA issues its “Approvable Pending Adoption” (APA) letter.

DELIVERABLES

- DLCD
1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
 2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA’s APA letter.

Target Date(s):

Submittal to OEM:	January 17, 2020
Required Changes Completed:	February 14, 2020
FEMA Review Completed:	April 10, 2020
APA Received:	May 8, 2020

Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Clatsop County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

DELIVERABLES

- SC
1. Provide evidence of adoption to DLCD.
- DLCD
1. Submit evidence of adoption to OEM.
 2. Insert approval process documents into plan.
 3. Record effective date on cover.

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- 4. Distribute FEMA-approved, finalized Clatsop County Multi-Jurisdictional NHMP to SC members.

Target Date(s):

Adoption Completed; Evidence to DLCD:	June 19, 2020
DLCD Submit Evidence to OEM:	June 22, 2020
FEMA Final Approval Received:	July 10, 2020
DLCD Final Distribution:	July 23, 2020

SCHEDULE

Project Organization	Oct-Dec 2018
Risk Assessment & Public Engagement	Jan-Jun 2019
Mitigation Strategy Development & Public Engagement	May-Sep 2019
Plan Maintenance Strategy & Public Engagement	Aug-Oct 2019
Draft Plan & Public Engagement	Aug-Oct 2019
Remaining Sections and Finalization	Nov 2019-Jan 2020
OEM Plan Review & Edits	Jan-Feb 2020
FEMA Plan Review & Edits	Feb-May 2020
Local Plan Adoption	May-Jun 2020
FEMA Final Approval	No later than July 22, 2020
DLCD Plan Finalization and Distribution	Jul 2020

BUDGET

No funds will be exchanged. DLCD will use PDM 17 planning grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

COST SHARE

PDM grants require a 25% cost share. JURISDICTIONS will commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis.

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JURISDICTIONS together will provide a minimum cost share of \$_____.