

## **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"), the Cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton ("Cities"), and the Arch Cape Domestic Water Supply District, Arch Cape Sanitary District, Cannon Beach Rural Fire Protection District, Clatsop Community College, Falcon Cove Beach Domestic Water Supply District, Knappa-Svensen-Burnside Rural Fire Protection District, Lewis and Clark Rural Fire Protection District, Port of Astoria, Seaside School District, and Sunset Empire Transportation 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;

- (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;

- 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, and Districts 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 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](mailto: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](mailto:pamela.reber@state.or.us)

### **Clatsop County's Project Contact is:**

Tiffany Brown  
Emergency Manager

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<p>Clatsop County Emergency Management 800 Exchange St., Suite 400 Astoria, OR 97103 (503) 325-8645 <a href="mailto:tbrown@co.clatsop.or.us">tbrown@co.clatsop.or.us</a></p>	
<p><b>City of Astoria's Project Contact is:</b></p> <p>Rosemary Johnson Planning Consultant City of Astoria 1095 Duane St, Astoria, OR 97103 (503) 325-6434 <a href="mailto:rosemaryjcurt@gmail.com">rosemaryjcurt@gmail.com</a></p>	<p><b>City of Cannon Beach's Project Contact is:</b></p> <p>Mike Myers Emergency Manager City of Cannon Beach 163 East Gower, PO Box 368 Cannon Beach, OR 97110 (503) 436-8055 <a href="mailto:mmyers@ci.cannon-beach.or.us">mmyers@ci.cannon-beach.or.us</a></p>
<p><b>City of Gearhart's Project Contact is:</b></p> <p>Chad Sweet City Administrator City of Gearhart PO Box 2510 Gearhart, OR 97138 (503) 738-5501 <a href="mailto:chadsweet@cityofgearhart.com">chadsweet@cityofgearhart.com</a></p>	<p><b>City of Seaside's Project Contact is:</b></p> <p>Kevin Cupples Planning Director City of Seaside 989 Broadway Seaside, OR 97138 (503) 738-7100 <a href="mailto:kcupples@cityofseaside.us">kcupples@cityofseaside.us</a></p>
<p><b>City of Warrenton's Project Contact is:</b></p> <p>Kevin Cronin Community Development Director City of Warrenton PO Box 250 Warrenton, OR 97146 (503) 861-0920 <a href="mailto:cityplanner@ci.warrenton.or.us">cityplanner@ci.warrenton.or.us</a></p>	<p><b>Arch Cape Domestic Water Supply and Arch Cape Sanitary Districts' Project Contact is:</b></p> <p>Ron Schiffman Chair Arch Cape Water Supply District Arch Cape Sanitary District 32065 East Shingle Mill Lane Arch Cape, OR 971021 (503) 436-2229 <a href="mailto:ron.schiffman@acutil.com">ron.schiffman@acutil.com</a></p>



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<p><b>Cannon Beach Rural Fire Protection District's Project Contact is:</b></p> <p>Matthew Benedict Fire Chief Cannon Beach RFPD 188 East Sunset Boulevard Cannon Beach, OR 97110 (503) 739-1234 <a href="mailto:mbenedict@cbfire.com">mbenedict@cbfire.com</a></p>	<p><b>Clatsop Community College's Project Contact is:</b></p> <p>JoAnn Zahn Vice President Clatsop Community College 1651 Lexington Ave Astoria, OR 97103 (503) 338-2421 <a href="mailto:jzahn@clatsopcc.edu">jzahn@clatsopcc.edu</a></p>
<p><b>Falcon Cove Beach Domestic Water Supply District's Project Contact is:</b></p> <p>Charles Dice Board Chair Falcon Cove Beach Water District PO Box 1 Arch Cape, OR 97102 503-436-0146 <a href="mailto:caddice@gmail.com">caddice@gmail.com</a></p>	<p><b>Knappa-Svensen-Burnside Rural Fire Protection District's Project Contact is:</b></p> <p>Paul Olheiser Fire Chief Knappa-Svensen-Burnside RFPD 43114 Hillcrest Loop Astoria, OR 97103 (503) 458-6610 <a href="mailto:p.olheiser@knappafire.com">p.olheiser@knappafire.com</a></p>
<p><b>Lewis and Clark Rural Fire Protection District's Project Contact is:</b></p> <p>Jeff Golightly Fire Chief Lewis and Clark RFPD PO Box 147, OR 97103 (503) 325-4192 <a href="mailto:lewisclarkfire@gmail.com">lewisclarkfire@gmail.com</a></p>	<p><b>Port of Astoria's Project Contact is:</b></p> <p>Jim Knight Executive Director Port of Astoria 10 Pier One, Suite 308 Astoria, OR 97103 (503) 741-3337 <a href="mailto:jknight@portofastoria.com">jknight@portofastoria.com</a></p>
<p><b>Seaside School District's Project Contact is:</b></p> <p>Sheila Roley Superintendent Seaside School District 1801 South Franklin Street Seaside, OR 97138 (503) 728-5591 <a href="mailto:sroley@seasidek12.org">sroley@seasidek12.org</a></p>	<p><b>Sunset Empire Transportation District's Project Contact is:</b></p> <p>Jeff Hazen Executive Director Sunset Empire Transportation District 900 Marine Drive Astoria, OR 97103 (503) 861-5399 <a href="mailto:jeff@ridethebus.org">jeff@ridethebus.org</a></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 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 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.

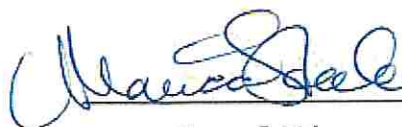
#### **27. Counterparts**

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 Interim County Manager

5/8/19  
Date

  
Name & Title County Counsel

5-8-19  
Date

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CITY of ASTORIA

  
\_\_\_\_\_  
Name & Title

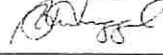
Bruce Jones

Mayor

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Name & Title

Blair Henningsgaard

City Attorney

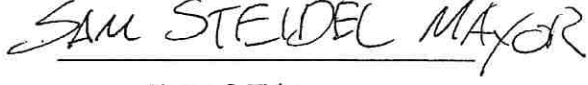
  
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Date

6-10-19

CITY of CANNON BEACH

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Name & Title  
  
4/24/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name & Title  
  
4/24/19  
\_\_\_\_\_  
Date



CITY of GEARHART

APPROVED AS TO FORM:

Chris Smith City Administrator

Name & Title

Mark J. Brown Mayor

Name & Title

05/21/19  
Date

5/21/19  
Date

CITY of SEASIDE

APPROVED AS TO FORM:

Jay H. Barber, Mayor  
Name & Title

\_\_\_\_\_  
Name & Title

May 22, 2019  
Date

\_\_\_\_\_  
Date

CITY of WARRENTON

APPROVED AS TO FORM:

John Ziegler, Mayor  
Name & Title

\_\_\_\_\_  
Name & Title

5/20/2019  
Date

\_\_\_\_\_  
Date


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ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT

APPROVED AS TO FORM:

  
Name & Title Ron Schiffman  
PRESIDENT

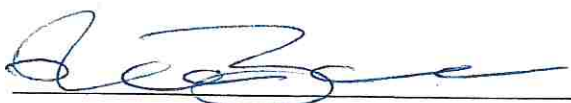
\_\_\_\_\_  
Name & Title

5/23/2019  
Date

\_\_\_\_\_  
Date

ARCH CAPE SANITARY DISTRICT

APPROVED AS TO FORM:



Name & Title Ron Schiffman  
PRESIDENT

Name & Title

5/23/2019

Date

Date



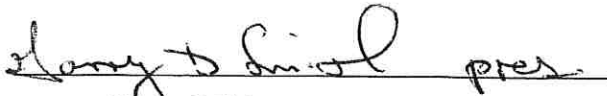
**Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan Update**

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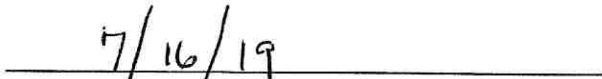
CANNON BEACH RURAL FIRE  
PROTECTION DISTRICT

APPROVED AS TO FORM:



Name & Title

\_\_\_\_\_  
Name & Title



Date

\_\_\_\_\_  
Date

CLATSOP COMMUNITY COLLEGE

APPROVED AS TO FORM:

J. Zah Vice President  
Name & Title Finance & Operations

6/11/2019  
Date

J. Zah Vice President  
Name & Title Finance & Operations

6/11/2019  
Date

FALCON COVE BEACH DOMESTIC WATER  
SUPPLY DISTRICT

APPROVED AS TO FORM:

Beth M. Radich, President

Name & Title

Chris [Signature] SECRETARY

Name & Title

July 13, 2019  
Date

7/13/2019  
Date

KNAPPA-SVENSEN-BURNSIDE RURAL  
FIRE PROTECTION DISTRICT

APPROVED AS TO FORM:

Susan E. Junkard - Pres  
Name & Title

\_\_\_\_\_  
Name & Title

5-21-19

Date

\_\_\_\_\_  
Date

LEWIS AND CLARK RURAL FIRE  
PROTECTION DISTRICT

APPROVED AS TO FORM:

Donald R. Boehm Director  
Name & Title

Ted Wink Director  
Name & Title

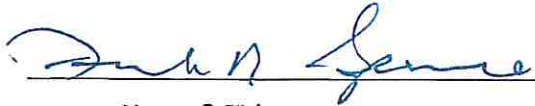
June 11 2019  
Date

6/11/19  
Date



PORT OF ASTORIA

APPROVED AS TO FORM:



Name & Title

FRANK R. SPENCE, PRESIDENT

6/4/19

Date



Name & Title

6/4/19

Date

SEASIDE SCHOOL DISTRICT

APPROVED AS TO FORM:

  
Name & Title    *School Board Chair*

\_\_\_\_\_  
Name & Title

*6/18/19*  
Date


\_\_\_\_\_  
Date

SUNSET EMPIRE TRANSPORTATION  
DISTRICT

APPROVED AS TO FORM:



Name & Title



Name & Title attorney for District  
Heather Reynolds,

5/23/19

Date

5/20/19

Date

Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan Update  
DLCD IGA #17058

DEPARTMENT OF LAND CONSERVATION  
and DEVELOPMENT (DLCD)



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Jim Rue, Director

08.15.19

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Date

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update for Clatsop County, the Cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton, and Arch Cape Domestic Water Supply District, Arch Cape Sanitary District, Cannon Beach Rural Fire Protection District, Clatsop Community College, Falcon Cove Beach Domestic Water Supply District, Knappa-Svensen-Burnside Rural Fire Protection District, Lewis and Clark Rural Fire Protection District, Port of Astoria, Seaside School District, and Sunset Empire Transportation 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) and the participating incorporated (CITIES) and unincorporated entities (DISTRICTS) of the county named above and approved by the FEMA. The term JURISDICTIONS will be used hereafter to refer collectively to CITIES, COUNTY and DISTRICTS.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the 2020 MJNHMP update process in partnership. The DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW. The five CITIES and COUNTY will be updating their existing (2015) plans and the ten DISTRICTS will develop new plans to be incorporated into the MJNHMP.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate, in this case, in an MJNHMP that is adopted by JURISDICTIONS and approved by the FEMA prior to the end of the Period of Performance. Therefore, JURISDICTIONS agree not only to consider but also to adopt the MJNHMP that the 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.

The 2020 MJNHMP update and the planning process will take an integrated approach: in format, planning process, and implementation strategy.

#### Format:

- City and Special District data will be incorporated into the main body of the County plan.
- A unified picture of the JURISDICTIONS' hazards, risks, and mitigation strategy will be presented in the plan.
- The integrated plan will tell the story of the Clatsop County as a whole, with the strengths and risks for each individual entity highlighted as is relevant to the mitigation strategy.

#### Planning Process:

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- A Steering Committee comprised of diverse agencies representing the County, CITIES, and its DISTRICTS.
  - The ten DISTRICTS joining the planning process will bring a robust diversity of perspectives, needs, and opportunities to this multi-jurisdictional planning effort.
  - Additional stakeholders have been recruited from natural resource organizations, Red Cross, local hospitals, and vulnerable community sectors.
- An increase in intra-jurisdiction engagement across a wider set of disciplines.
  - Jurisdiction participants will engage their whole organizations in this process to the extent their capacity allows.
- An enhanced risk assessment:
  - Update the risk assessment with the data, information, and maps contained DOGAMI's Draft Multi-Hazard Risk Report. This report covers the COUNTY and CITIES, not the DISTRICTS.
- A set of maps for plan outreach and the final document:
  - Create and incorporate a coordinated, uniformly designed set of new maps, especially for the DISTRICTS, to the extent jurisdictional capacity allows.
- The development of new mitigation actions resulting from changes in priorities, new jurisdictions, and the use of SMART methodology to focus and refine individual and shared mitigation actions.
  - The ten DISTRICTS will develop mitigation actions and will contribute their need and capacity to the overall mitigation strategy.
  - The JURISDICTIONS will consider collaborative, multi-jurisdictional mitigation actions in addition to individual ones.
  - Mitigation actions and plan integration strategies will have specific implementation timelines and point people identified.
- A coordinated approach to public outreach and engagement.
  - Pre-award efforts include the development of a draft Public Engagement Plan in which each JURISDICTION participates in the planned public outreach and engagement strategy. The JURISDICTIONS coordinated on tasks such as:
    - Public meetings designed to garner input on the Risk Assessment and Mitigation Strategy components of the plan; and
    - Each jurisdiction having a web presence that at a minimum links to the County mitigation planning project page.
  - The Steering Committee is interested in conducting a survey. Whether it does will depend on identifying a specific need or purpose and whether it would yield meaningful results.

#### Implementation Strategy:

- A unified method for maintaining, evaluating, and updating the plan.
  - The COUNTY and CITIES have regular plan maintenance meetings at which the plan is evaluated and updated. The DISTRICTS will be invited to participate. The JURISDICTIONS

will review the existing method to ensure it will work well for all JURISDICTIONS and make any necessary changes.

## PHASE 1: PRE-AWARD ORGANIZATION

The purpose of Phase 1 is to coordinate with the COUNTY to organize and develop content for project initiation.

### 1. Establish Roles/Responsibilities

(Target Completion Date: March 2019)

This project requires that a number of tasks accomplished collaboratively by DLCD, COUNTY and JURISDICTIONS, respectively, as follows:

#### DLCD

- Prepare meeting handouts, including but not limited to agenda & meeting notes.
- Distribute agenda and meeting materials to Steering Committee and stakeholders 7-10 days prior.
- Monitor and adjust project schedule.
- Coordinate with County regarding meeting locations and logistics.
- Lead & facilitate Steering Committee Meetings
- Lead and facilitate other stakeholder group meetings.
- Draft and maintain the Public Engagement Plan (PEP) document.
- Coordinate individual meetings with JURISDICTIONS.
- Coordinate the management of data and the production of tables, GIS files, and maps for the plan update.
- Draft the initial plans for the DISTRICTS and updated plans for the CITIES and COUNTY with assistance from and review by the JURISDICTIONS.
- Facilitate edits to the plan update by providing plan drafts in Word and PowerPoint summary slides to JURISDICTIONS for Steering Committee and public meetings.
- Respond to public input in a table format in the plan and make any necessary revisions based on public input.

#### COUNTY

- Identify and invite special districts to develop plans.
- Invite CITIES and DISTRICTS to assign primary and secondary Steering Committee members.
- Determine and invite other plan stakeholders.
- Print meeting materials and handouts.
- Provide public notice of meetings.
- Provide assessor and GIS data (to be coordinated through County EM).
- Cooperatively with CITIES and DISTRICTS, identify a GIS Specialist to lead the MJNHMP map production by providing GIS services (GIS data management, creation of uniform maps for the plan update, providing exports of draft GIS maps for review by JURISDICTIONS, and production of poster-size maps for public meetings.)
- Assist JURISDICTIONS with Cost Share by serving as point of contact for: (a) fiscal representatives who document hourly rates; (b) CITIES' and DISTRICTS' individual "Cost Share Contacts" who collect and report intra-jurisdiction cost share; and (c) providing comprehensive reports of JURISDICTIONS' cost-share information to the DLCD on a quarterly basis.

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- Develop and maintain an interactive project web page during the update process.
- Facilitate review, analysis, edits, and finalization of plan sections with JURISDICTIONS via the Steering Committee.

#### JURISDICTIONS

- Identify and host (or co-host) two public engagement opportunities.
- Shepherd plan through work sessions and adoption process.
- Provide a project web page or a link to the COUNTY's project webpage on the JURISDICTION'S homepage.
- Document the internal planning process by providing the DLCD copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.
- Steering Committee members will track internal cost share and provide cost share forms to the COUNTY.
- Coordinate meeting/event logistics in respective JURISDICTIONS (space reservations, supplies, copies, audio/visual equipment, etc.)
- Assist the DLCD by gathering and providing hazard and vulnerability data, existing plans, studies, reports, and technical information. Review and provide edits and comments on plan sections.

#### 2. Hold Organizational Steering Committee Meetings

(Target Completion Date: January 2019)

The purpose of these meetings is to initiate the project. The DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the Steering Committee the project participant roles, responsibilities, and expectations.

#### 3. Develop Project Schedule

(Target Completion Date: March 2019)

The 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.

#### 4. Invite, Confirm & Finalize Participants

(Target Completion Date: January 2019)

The COUNTY is responsible for identifying and inviting CITIES, DISTRICTS and stakeholders to participate in the process and for providing a memo to the DLCD outlining the decision-making and invitation process. The JURISDICTIONS will determine primary and alternate Steering Committee members and fiscal contacts. The COUNTY will finalize the Steering Committee and Stakeholder lists and ensure the sign-in sheet meets cost share specifications and is updated as needed throughout the planning process.

#### 5. Prepare Intergovernmental Agreement (IGA)

(Target Completion Date: November 2018)

The purpose of the IGA is to formalize a working relationship between the DLCD and JURISDICTIONS in order to execute an update of the Clatsop County MJNHMP, to ensure that each jurisdiction adopts and obtains the FEMA's approval of the updated MJNHMP, and ensure the JURISDICTIONS contribute cost share and document their contributions.



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#### 6. Develop Scope of Work (SOW)

(Target Completion Date: March 2019)

The DLCD will draft a SOW intended to outline the actions of all parties necessary to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6).

#### 7. Execute Intergovernmental Agreement

(Target Completion Date: March-April 2019)

The JURISDICTIONS and the DLCD will sign an IGA as soon as possible following the FEMA's approval of the Scope of Work.

### PHASE 2: PLAN UPDATE

The second phase of this project entails the DLCD providing technical assistance to DISTRICTS developing a plan for the first time and to assist the CITIES/COUNTY updating the current (2015) Clatsop County Natural Hazards Mitigation Plan, both to meet the requirements of 44 CFR 201.6. In order to meet the planning needs of new plan holders, the DLCD will coordinate and facilitate work sessions as necessary with the DISTRICTS, the CITIES, and the COUNTY outside the SC meetings in order to accomplish the following tasks.

The work to write the plan update components of the Clatsop County MJNHMP will involve four stages of data management: gather, analyze, draft, and present. Data will be gathered using email requests, tracked changes, worksheets (using Survey Monkey or other electronic tools), and meetings. Data will be analyzed using tables, GIS analysis, SMART methodology, and other methods. The Plan will be drafted and edited in Word using tracked changes. GIS will be coordinated by the identified GIS lead. Data (plan sections, tables, and maps) will be presented in Word, Adobe PDF, or PowerPoint via in-person and remote meetings. Additional tools and methods (e.g., electronic and hard copy survey, file-sharing platform) may be used to compile information and garner and provide feedback. DLCD will manage these four stages to produce an integrated Clatsop County MJNHMP.

### DISTRICT PLANS

The process, format, and implementation strategy for the new DISTRICT plans will be approached in a manner consistent with the CITIES' and COUNTY's planning process and plans to achieve an integrated Clatsop County MJNHMP.

#### 1. Develop Risk Assessments for DISTRICTS

(Target Completion Date: July 2019)

The DLCD will lead each DISTRICT in establishing a hazard vulnerability assessment that will:

- A. To the extent data is available, describe the type, location, and extent 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. Perform a Hazard Vulnerability Analysis using the OEM Hazard Analysis method.
- I. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

**2. Public Review/Comment of Risk Assessment**

(Target Completion Date: August-October 2019)

The DLCD will assist DISTRICTS 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 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.

**3. Develop Mitigation Strategy**

(Target Completion Date: September 2019-February 2020)

The DLCD will lead the DISTRICTS in developing a mitigation strategy. The mitigation strategy sets mitigation goals, establishes and prioritizes mitigation actions, frames an implementation strategy for accomplishing each action, analyzes capabilities for carrying out mitigation actions, and describes a process for integrating the content of the MJNHMP into other planning mechanisms. For each DISTRICT, the Mitigation Strategy will:

- A. Establish mitigation goals and priorities based on the risk assessment.
- B. Assess each jurisdiction's mitigation capabilities.
- C. Develop SMART mitigation actions emphasizing buildings and infrastructure.
- D. Prioritize mitigation actions using problem statements, STAPLEE, or other method agreed by the Steering Committee and include a general, qualitative cost/benefit assessment for mitigation projects.
- E. Frame an implementation strategy for each mitigation action.
- F. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

**4. Develop Plan Maintenance Process**

(Target Completion Date: October-December 2019)

- A. The DLCD will assist THE JURISDICTIONS in developing a plan maintenance process including public involvement, individually and together with the CITIES and COUNTY.
- B. The DLCD will assist the JURISDICTIONS in developing a method, schedule, and timeline for updating the Clatsop County MJNHMP within five years.

**5. Public Review of Mitigation Strategy & Plan Maintenance Process**

(Target Completion Date: November 2019-February 2020)

The DLCD will assist DISTRICTS in developing and executing at least one opportunity for the public to comment on at minimum the draft Mitigation Strategy, Plan Maintenance Process, and draft MJNHMP. With assistance from the DISTRICTS, DLCD will respond to public comments and make any necessary revisions to the DISTRICTS' plans.

**CITIES' AND COUNTY'S PLANS**

The process, format, and implementation strategy for the updated CITY and COUNTY plans will be approached in a manner consistent with the DISTRICTS' planning process and plans to achieve an integrated Clatsop County MJNHMP.

**1. Review & Update Risk Assessment for CITIES/COUNTY** (Target Completion Date: July-September 2019)

- 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. Update significant previous occurrences of each hazard
- C. Incorporate DOGAMI data and analysis into MJNHMP
- 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.

**2. Public Review/Comment of Risk Assessment** (Target Completion Date: August-October 2019)

The DLCD will assist CITIES/COUNTY in developing and executing at least one opportunity for the public to comment on the Draft Risk Assessment and incorporate comments into the plan. "The public" is understood to include – but not 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.

**3. Review & Update the Mitigation Strategy** (Target Completion Date: September 2019-February 2020)

The DLCD will lead the CITIES/COUNTY in reviewing and updating the mitigation strategy. For each CITY and the COUNTY, the Mitigation Strategy will:

- A. Review and update mitigation goals based on the risk assessment.
- B. Review and update CITY's and COUNTY's capability assessments.
- C. Document each CITY's and the COUNTY's participation in the NFIP and continued compliance with its requirements.
- D. Frame an implementation strategy for each mitigation action.
- E. Document status of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- F. Identify and discuss any changes in mitigation priorities.
- G. Revise and add new SMART mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.

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- H. Prioritize mitigation actions using problem statements, STAPLEE, or other method agreed by the Steering Committee and include a general, qualitative cost/benefit assessment for mitigation projects.
  - 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.
- 4. Review & Update the Plan Maintenance Process** (Target Completion Date: October-December 2019)
- A. The DLCD will assist THE JURISDICTIONS in developing a plan maintenance process including public involvement, individually and together with the CITIES and COUNTY.
  - B. The DLCD will assist the JURISDICTIONS in developing a method, schedule, and timeline for updating the Clatsop County MJNHMP within five years.
- 5. Public Review of Mitigation Strategy & Plan Maintenance Process** (Target Completion Date: November 2019-February 2020)
- The DLCD will assist CITIES/COUNTY in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy, Plan Maintenance Process, and draft MJNHMP. With assistance from the CITIES and COUNTY, DLCD will respond to public comments and make any necessary revisions to the DISTRICTS' plans.

## **PHASE 3: REVIEW AND APPROVAL PROCESS**

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

- 1. Document the Planning Process** (Target Completion Date: October 2018-January 2020)
- The JURISDICTIONS will assist the DLCD 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 to participate, such as 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 the opportunities for public comment during drafting and prior to plan approval.
  - C. Explain how plans, studies, reports, technical data and information were incorporated.
  - D. Include documentation of the planning process.
- 2. Review & Update Remaining Chapters** (Target Completion Date: September 2019-January 2020)
- The DLCD will update any remaining chapters or sections of the current MJNHMP. The Steering Committee will review them and provide feedback.

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3. **Finalize Draft MJNHMP for State and Federal Review** (Target Completion Date: December 2019-April 2020)  
The DLCD will format and finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: the FEMA's "Approvable Pending Adoption" letter, evidence of adoption provided by each jurisdiction, the FEMA's final approval letters, and the FEMA's final Review Tool.
4. **Submit Draft MJNHMP for State and Federal Review** (Target Completion Date: January-May 2020)  
On behalf of JURISDICTIONS, the DLCD will submit the draft Clatsop County MJNHMP to the Oregon Office of Emergency Management (OEM) for review. When the draft is deemed FEMA-approvable by the OEM, the OEM will submit the draft to the FEMA for formal review. The DLCD and JURISDICTIONS will make any necessary revisions required in order for the FEMA to issue an "Approvable Pending Adoption" letter.
5. **Adopt Final Draft MJNHMP** (Target Completion Date: May 2020-September 2020)  
JURISDICTIONS will arrange for the FEMA-approved 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 the DLCD. The DLCD will then submit the resolutions to the FEMA through OEM for final approval.

## SCHEDULE and DELIVERABLES

### PHASE 1: PRE-AWARD ORGANIZATION

#### Target Date:

#### DLCD AND COUNTY

Establish Roles/Responsibilities	March 2019
Hold Organizational Steering Committee Meetings	January 2019
Develop Project Schedule	March 2019
Invite, Confirm & Finalize Participants	January 2019
Prepare Intergovernmental Agreement (IGA)	November 2018
Develop Scope of Work (SOW)	March 2019
Execute Intergovernmental Agreement	March-April 2019

### PHASE 2: PLAN UPDATE DELIVERABLES

#### DLCD AND JURISDICTIONS

#### DISTRICT PLANS

Develop Risk Assessments	July 2019
Public Review/Comment of Risk Assessment	August-October 2019
Develop Mitigation Strategy	September 2019-February 2020
Develop Plan Maintenance Process	October-December 2019
Public Review of Mitigation Strategy & Plan Maintenance Process	November 2019-February 2020

#### CITIES' AND COUNTY'S PLANS

Review & Update Risk Assessment	July-September 2019
Public Review/Comment of Risk Assessment	August-October 2019

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Review & Update the Mitigation Strategy	September 2019-February 2020
Review & Update the Plan Maintenance Process	October-December 2019
Public Review of Mitigation Strategy & Plan Maintenance Process	Nov 2019-February 2020

**PHASE 3: REVIEW AND APPROVAL PROCESS**

**DLCD AND JURISDICTIONS**

Document the Planning Process	October 2018-January 2020
Review & Update Remaining Chapters	September 2019-January 2020
Finalize Draft MJNHMP for State and Federal Review	December 2019-April 2020
Submit Draft MJNHMP for State and Federal Review	January-May 2020
Adopt Final Draft MJNHMP	May-September 2020

**BUDGET**

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

**COST SHARE**

The PDM grants require a 25% cost share, and the JURISDICTIONS together commit to providing cash, in-kind, or a combination of both as their portion of the required cost share, which is an estimated minimum of \$25,000. The JURISDICTIONS will report cost share to the COUNTY, who will in turn provide documentation to the DLCD on a quarterly basis. Federal funds are not allowable as cost share.



