

## **INTERGOVERNMENTAL AGREEMENT**

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the City of Newport (“City”), each a “Party.”

### **1. Authority**

This Agreement is authorized by ORS 190.110.

### **2. Effective Date and Duration**

This Agreement is effective June 1, 2019 regardless of the signature dates and terminates on October 31, 2020, unless terminated earlier in accordance with Section 8.

### **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.

Lincoln County’s Multi-Jurisdictional NHMP will expire on September 14, 2020. DLCD has received a FEMA Pre-Disaster Mitigation grant to assist Lincoln County, the Cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats, as well as Central Lincoln Public Utility District, and Seal Rock Water District (“Jurisdictions”) with updating the Lincoln County Multi-Jurisdictional NHMP and has contracted with the University of Oregon’s Oregon Partnership for Disaster Resilience (OPDR) to execute that assistance.

### **4. Purpose**

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the City that is to result in an updated Lincoln County Multi-Jurisdictional NHMP adopted by each Jurisdiction and approved by FEMA;
- (b) Ensure the City is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the City must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the City is aware of its responsibility to contribute financially to the Project using non-

federal funds, and to track, document, and report its cost share as required.

## 5. Responsibilities of Parties

### (a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical oversight 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. Coordinating and communicating with OPDR throughout the update process.
- ii. Administering the grant, including collecting and processing cost share documentation with assistance from the City as necessary.

### (b) Responsibilities of County.

County Convener will lead the project in partnership with OPDR.

Specific Project responsibilities of the Convener include:

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

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

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

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The City shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share. The JURISDICTIONS together commit to providing an estimated minimum of \$12,000 in 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 Party.

<b>DLCD's Project Contact is:</b>  Pam Reber Natural Hazards Planner DLCD 635 Capitol ST NE, Suite 150 Salem, OR 97301 (503) 934-0066 <a href="mailto:pamela.reber@state.or.us">pamela.reber@state.or.us</a>	<b>Newport's Project Contact is:</b>  Derrick I. Tokos Community Development Director City of Newport 169 SW Coast Highway Newport, OR 97365 (541)574-0626 <a href="mailto:d.tokos@newportoregon.gov">d.tokos@newportoregon.gov</a>
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**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 either Party with 30 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. Each Party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, 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 City represents and warrants that the making and performance by the City of this Agreement:

- (a) Have been duly authorized by the City;
- (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 City's 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 City is a party or by which the City 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 City 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 either 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 Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, 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 City acknowledges 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. The City shall not 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 City 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 Party and the other Party's 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. Neither 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**

Neither 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 City 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 DLCDC 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 either Party unless in writing and signed by both 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 both Parties.

## **24. Acknowledgment of Funds and Copyright**

### **(a) Acknowledgment of Funds.**

Both 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.**

Both 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 both 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.



DLCD IGA #19034 -- Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

CITY OF NEWPORT

APPROVED AS TO FORM:



*NOT REQUIRED*

Spencer Nebel,  
City Manager

Name & Title

08-21-19

Date

Date

**DLCD IGA #19034 -- Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update**

**DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT (DLCD)**



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Jim Rue, Director

09.16.19

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Date

# **EXHIBIT A**

## **Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update**

### **Scope of Work**

#### **Background and Purpose**

The Federal Emergency Management Agency (FEMA) requires that counties and cities update their Multi-Jurisdictional Natural Hazard Mitigation Plans (MNHMP, NHMP) every five (5) years to be eligible for Hazard Mitigation Assistance funds (44 CFR 201). Lincoln County last updated its FEMA compliant Natural Hazard Mitigation Plan on September 14, 2015, and thus must have a FEMA compliant NHMP approved by FEMA and adopted locally by September 13, 2020 to remain eligible for Hazard Mitigation Assistance funding. Having an updated NHMP will allow Lincoln County to continue its efforts to reduce risks to hazards through proactive mitigation planning, projects and policy.

The purpose of this project is to review and update Lincoln County's MNHMP such that it is adopted by Lincoln County (COUNTY) and the participating incorporated cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats (CITIES) and unincorporated entities of Central Lincoln Public Utility District (PUD) and Seal Rock Water District (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 Partnership for Disaster Resilience (OPDR), Department of Land Conservation and Development (DLCD), and COUNTY will lead the 2020 MNHMP update process in partnership. The OPDR, DLCD, and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW. The seven CITIES, COUNTY, two DISTRICTS (Central Lincoln PUD, Seal Rock Water District) will be updating their existing (2015) plans. Additional DISTRICTS may develop new plans to be incorporated into the MNHMP depending upon need, time, and resources.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate, in this case, in an MNHMP 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 MNHMP 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.

The grant will be administered by the Oregon Military Department's Office of Emergency Management (OEM) and DLCD. JURISDICTIONS will provide matching funds in cash, in kind, or in a combination of both to support the grant.

The remainder of this Scope of Work (SOW) describes in detail how JURISDICTIONS will partner and collaborate with the OPDR to update the MNHMP. This statement includes a description of the general roles and responsibilities of each JURISDICTION listed above. This SOW is intended to produce an

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MNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

### **Proposed Work Program**

Michael Howard, IPRE Faculty and OPDR Assistant Program Director will oversee the project deliverables and day-to-day research and project management. The team may include other IPRE faculty as well as student research interns at UO.

OPDR's plan update will operate on a six-phase mitigation planning process that has successfully resulted in FEMA-approved mitigation plans in numerous communities throughout Oregon. The OPDR planning process generally includes the following six phases:

- Phase I.        Getting Started
- Phase II.       Review and Update the Risk Assessment
- Phase III.      Review and Update the Mitigation Strategies
- Phase IV.      Review and Update the Implementation and Maintenance
- Phase V.        Finalize the Plan Update
- Phase VI.      Convene the Coordinating Body

OPDR will assist Lincoln County with administering the six phases in the planning process described above with specific focus on Phases II through IV. The scope of work below includes a list of parties involved and their specific roles, descriptions of each task, a list of associated work products, a timeline, and documents explaining how the task relates to the six-phase planning process described above.

### **Roles and Responsibilities**

#### **Lincoln County staff:**

- Convene, coordinate and staff the Lincoln County MNHMP steering committee. This committee will serve as an advisory board to the Emergency Manager or County Planner (local convener).
- Coordinate and support development of participating city and special district NHMPs.
- Coordinate and implement public outreach process including project website.
- 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.
- Work with UO-OPDR to submit the draft MNHMP to OEM and FEMA for review and pre-approval.
- Present the FEMA pre-approved plan to the Lincoln County Board of Commissioners for local adoption.
- Provide plan development support.

#### **University of Oregon OPDR team:**

- Serve as the primary contact for information about the natural hazard mitigation plan update process.
- Serve as a technical advisor to Lincoln County staff.
- Provide plan development support to the County through training sessions, conference calls, e-mails, and face-to-face meetings.

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- Communicate with the Lincoln County project lead a minimum of once per month.
- Participate in local NHMP update meetings as needed on invitation from the Lincoln County Project Lead.
- Review Lincoln County's current MNHMP and note areas of strength and opportunities for improvement.
- Track and fulfill agreement deliverables and complete and submit quarterly progress reports.
- Grant administration, including quarterly reporting, grant documentation, etc.
- Construct original materials for updated MNHMP.
- Interact with Lincoln County team and stakeholders to gauge perception of top priorities and important additions to the current MNHMP.
- Write, edit, format the updated MNHMP until a presentable draft is created.
- Incorporate constructive feedback from county and stakeholders to create final draft.
- Provide the following planning resources:
  - FEMA plan update resources and OPDR's 2009-10 Natural Hazards Mitigation Plan Update Manual
  - OPDR's Natural Hazard Mitigation Plan Templates
  - Sample Action Item Report
  - OPDR's Action Item Form
  - Plan Appendix -- Cost-Benefit Analysis of Mitigation Actions
- Facilitate and document the local planning process as defined in the tasks of this Scope of Work.
- Guide the draft plan through the FEMA review process and local adoption process.

### **Lincoln County MNHMP Stakeholders:**

- Attend public workshops administered by Lincoln County and OPDR students and staff.
- Offer data, input, recommendations, and critiques about the current MNHMP and potential problems to be considered in the updated plan.

### **Participating Lincoln County cities and special districts:**

One of the most important aspects of creating a countywide Natural Hazards Mitigation Update is receiving and interpreting data from the local jurisdictions to accurately represent the unique needs and intricacies of each jurisdiction. Lincoln County will be responsible for engaging city and special district partners and will work closely with each jurisdiction to address vulnerable populations, critical communities, public health, geologic risks, climate-specific challenges, critical facilities, and other highly vulnerable entities. This will be an ongoing effort throughout the MNHMP update process that will involve multiple community workshops, outreach efforts, and jurisdiction-specific data analysis. Each jurisdiction will:

- Convene a jurisdiction specific NHMP steering committee (e.g. planning commission, city council or ad hoc committee).
- Provide at least one representative and actively participate in the county steering committee meetings and Plan Update Work Sessions.
- Participate in the County's public outreach and engagement process.
- Steering Committee members will track internal cost share and provide cost share forms to the COUNTY.
- Provide a project web page or a link to the COUNTY's project webpage on the JURISDICTION'S homepage.
- Develop locally relevant mitigation strategies.

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- Coordinate meeting/event logistics in respective JURISDICTIONS (space reservations, supplies, copies, audio/visual equipment, etc.)
- Assist the OPDR by gathering and providing hazard and vulnerability data, existing plans, studies, reports, and technical information. Review and provide edits and comments on plan sections.
- Present the FEMA pre-approved plan to the governing body (City Council, Board of Directors, etc.) for adoption.

### Department of Land Conservation and Development (DLCD) and Oregon Emergency Management (OEM):

- Provide plan development support.
- Provide administrative oversight on grant.

### Scope of Work

The goal of the 2020 MNHMP update is to go above and beyond previous updates or minimum updating standards.

#### Objective 1: Project Organization and Work Plan Preparation

**Task 1.1:** DLCD will prepare an Intergovernmental Agreement to formalize a working relationship between DLCD, OPDR, and JURISDICTIONS to execute an update of the Lincoln County MNHMP; ensure that each jurisdiction is aware that adopting the updated MNHMP is required to obtain FEMA approval; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

*Task 1.1 Timeline:* June 2019

*Task 1.1 Product(s):* IGA for review by OPDR and JURISDICTIONS.

**Task 1.2:** OPDR will meet with the Lincoln County staff and other stakeholders to clarify the goals and objectives of the project. We will review the sequence of activities, the timeline, and budget, required for the completion of the work. OPDR will gather key documents and discuss details of data collection, community involvement, and other issues related to the project. *This meeting may occur via phone or video conference.*

*Task 1.2 Timeline:* June 17, 2019

*Task 1.2 Product(s):* Lincoln County MNHMP Update Work Plan Draft

**Task 1.3:** OPDR team will craft and distribute the final work plan, based on feedback from Lincoln County and stakeholders.

*Task 1.3 Timeline:* June 2019

*Task 1.3 Product(s):* Lincoln County MNHMP Update Work Plan Final

**Task 1.4:** Lincoln County will host a planning initiative webpage on the emergency management (or other county page) website (<https://www.co.lincoln.or.us/emergencymanagement>) for this project. Lincoln County will post the final updated plan on its website at: <https://www.co.lincoln.or.us/emergencymanagement/page/hazards-natural-technological-and-or-adversarial-or-human-caused>. Each JURISDICTION will provide a project web page or a link to the COUNTY's project webpage on the JURISDICTION'S homepage. The OPDR will post a final version of the plan to the University of Oregon's Scholars' Bank and provide a

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digital copy to the Office of Emergency Management and the Department of Land Conservation and Development.

*Task 1.4 Timeline:* June/July 2019 (then ongoing)

*Task 1.4 Product(s):* Project website

**Objective 2: Plan Review**

*Task 2:* OPDR will review the 2015 Lincoln County MNHMP to assess the changes that have occurred in the previous five years. This task will include review of the county comprehensive plan and will identify opportunities to integrate information from the mitigation plan therein. The planning team will pay attention to comprehensive plan sections that address the Statewide Natural Hazard Planning Goal (Goal 7). OPDR will prepare a Comprehensive Plan Crosswalk summary as well as a Conclusions and Recommendations Memo that identifies specific areas within the Comprehensive Plan to be updated.

*Task 2.1 Timeline:* June – August 2019

*Task 2.1 Product(s):* Comprehensive Plan Crosswalk Summary  
Conclusions and Recommendations Memo

**Objective 3: Risk Assessment**

*Task 3.1:* The first step of the project will be to incorporate updated hazards risk assessment information generated by, among others, DOGAMI, FEMA Risk MAP, US Geological Survey, US Army Corps of Engineers, and Lincoln County since 2015. The focus of this effort will be on utilizing existing risk assessment information, rather than generating new information.<sup>1</sup> The assessment will include an update of the hazard history and previous occurrences for Lincoln County as well as clarifying the location, extent and probability information where relevant. OPDR will work with the staff leads in the county and each participating city and special district to obtain lists of all known local hazard data sets. MNHMP city and special district leads will provide current hazard data to compliment county-wide information.

*Task 3.1 Timeline:* July – September 2019

*Task 3.1 Product(s):* MNHMP Steering Committee Meeting  
Updated hazard history and hazard descriptions

*Task 3.2:* OPDR will utilize the prior Risk Assessment and the most recent Lincoln County Hazard Analysis to update the hazard probability and vulnerability scores. OPDR will utilize best available data to inform the Risk Assessment update, paying attention to information developed by DOGAMI through the FEMA Risk MAP process. OPDR will meet with the Lincoln MNHMP steering committee to review the hazard history and draft risk assessment. We will work with Lincoln County, city, and special districts and other available partners to update any hazard maps utilized in the plan.

*Task 3.2 Timeline:* July – October 2019

*Task 3.2 Product(s):* Updated Risk Assessment Section

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<sup>1</sup> NOTE: Lincoln County does not intend to use Hazus to generate any new risk assessment information. The SOW describes the proposed risk assessment approach in tasks 3.1-3.3. To the extent that new Hazus derived information is *available* at the time the risk assessment is being updated, the county will incorporate it.

**Objective 4: Draft Mitigation Plan Goals and Action Plan**

**Task 4.1:** Building from the Objective 3: Risk Assessment, the OPDR team will work with the Lincoln County steering committee to draft and refine goals and objectives related to the 2020 Lincoln County MNHMP. This will include an evaluation of the existing MNHMP Goals against the State of Oregon MNHMP Goals. These goals will be updated and refined from the 2015 MNHMP if applicable. OPDR will also lead a discussion of what updates and changes need to be made for the updated plan.

*Task 4.1 Timeline:* July – October 2019

*Task 4.1 Product(s):* NMHP Steering Committee Meeting  
Updated Plan Mission and Goals

**Task 4.2:** The updated goals and risk assessment will inform an updated and prioritized set of specific mitigation actions. The OPDR team will work with the MNHMP steering committee to review and update the status of existing mitigation actions. In addition, the team and steering committee will identify new actions to be added to the plan. Finally, the team and steering committee will select a short list of priority actions for the five-year planning period.

*Task 4.2 Timeline:* September – November 2019

*Task 4.2 Product(s):* Updated Mitigation Strategy

**Objective 5: Community Outreach**

**Task 5:** OPDR will assist Lincoln County staff with developing and implementing a public outreach strategy. Participating jurisdictions will be responsible for public outreach related to this plan update. The county intends to leverage existing engagement strategies to tailor specific outreach strategies. Options the county is considering include:

- Community Events
- Social media
- Area-specific meetings
- Forums

Because the county cannot speak on behalf of each city or special district, specific strategies, number, or characteristics are not available at this time.

*Task 5 Timeline:* June 2019 – May 2020

*Task 5 Product(s):* Public feedback to be used in MNHMP draft

**Objective 6: City and Special District MNHMP Update Support and Technical Assistance**

**Task 6.1:** OPDR faculty and students will assist cities and special districts that actively participate in the County Steering Committee Meetings in updating their respective MNHMP Addenda. OPDR will provide technical assistance and process facilitation support to the participating jurisdictions.

*Task 6.1 Timeline:* June –December 2019

*Task 6.1 Product(s):* Updated City and Special District Addenda



## **DLCD IGA #19034 — Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update**

**Task 6.2:** At a minimum addenda will be updated for the Central Lincoln PUD and Seal Rock Water District. Time, capacity, and resources permitting, OPDR will also provide support to other Special Districts interested in developing an addendum to the County MNHMP. OPDR will assist special districts that actively participate in the County Steering Committee Meetings in completing the OEM special district mitigation planning template. OPDR will provide technical assistance and process facilitation support to the participating special districts.

*Task 6.2 Timeline:* June 2019 – February 2020

*Task 6.2 Product(s):* Special District Addenda

### **Objective 7: Draft and final deliverables**

**Task 7.1:** OPDR will prepare a draft 2020 MJNHP. We will meet with Lincoln County steering committee to review and discuss the updated plan. After revisions are discussed, the OPDR team will construct and submit a final version of the plan.

*Task 6.1 Timeline:* July 2019 – February 2020

*Task 6.1 Product(s):* Draft MNHMP for County review

**Task 7.2:** OPDR will submit the final FEMA “review draft” to the Oregon Military Department’s Office of Emergency Management for initial review. If revisions are necessary OPDR will make edits and provide a revised copy to the JURISDICTIONS and OEM. OEM will forward the plan to FEMA for review and pre-approval. FEMA will have 45 days from the date of submittal to review the plan.

*Task 7.2 Timeline:* December 2019– April 2020

*Task 7.2 Product(s):* MNHMP for OEM/FEMA review

**Task 7.3:** Once the plan is pre-approved by FEMA, Lincoln County and the participating cities and special districts will formally adopt the plan. Adopting resolutions will be forwarded to FEMA for final plan approval.

*Task 7.3 Timeline:* February 2020 – May 2020

*Task 7.3 Product(s):* FEMA approved Lincoln County MNHMP

### **Deliverables**

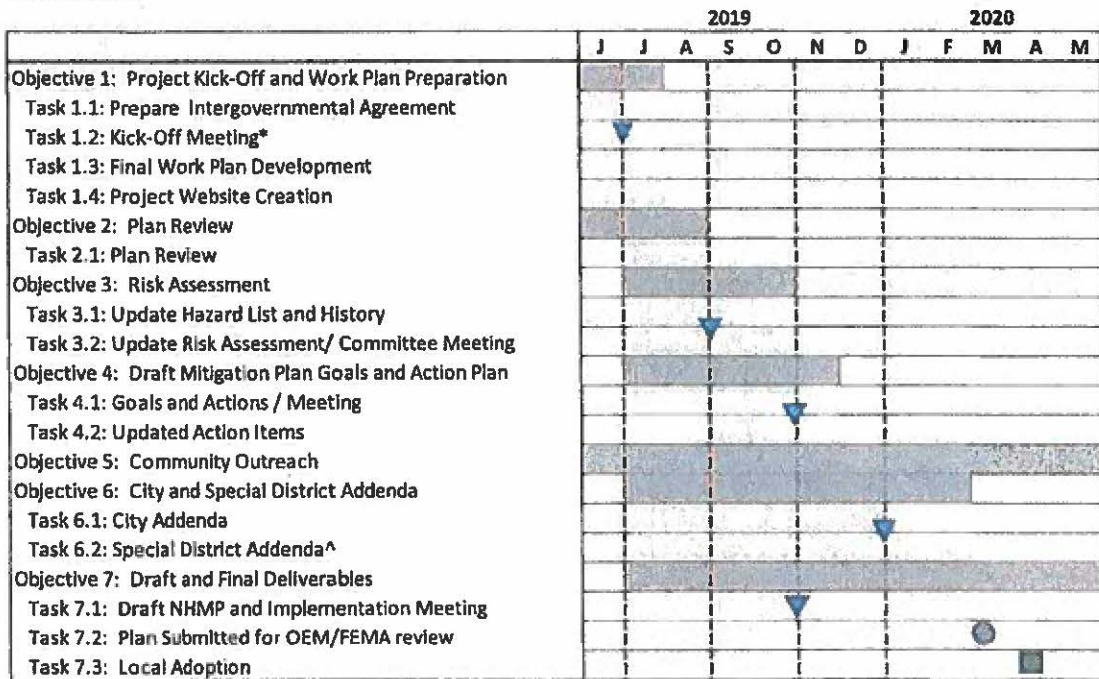
Our work program will result in one major product:

1. A FEMA-compliant Multi-Jurisdictional Natural Hazards Mitigation Plan updated for the year 2020.

### **Cost Share**

The PDM grants require a 25% cost share, and the JURISDICTIONS together commit to providing an estimated minimum of \$12,000 in cash, in kind, or in a combination of both. 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.

**Schedule**



Steering Committee Meeting  
 FEMA Review  
 Local Adoption



Trip 1\*      Trip 2      Trip 3      Trip 4-6+\*\*

Notes: \* - This meeting may occur via phone or web conference, \*\* - city/special district meetings will occur over a period to conclude by December 2019, ^ - Task 6.2 includes addenda for Central Lincoln PUD and Seal Rock Water District; time, capacity, and resources permitting, OPDR will also provide support to other Special Districts interested in developing an addendum.