



CITY OF MANZANITA

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ci.manzanita.or.us

COUNCIL REGULAR SESSION

Zoom Video Conference
<https://ci.manzanita.or.us>

AGENDA **updated**

July 6, 2022
06:00 PM Pacific Time

Video Meeting: Council will hold this meeting through video conference. The public may watch live on the City's Website: ci.manzanita.or.us/broadcast or by joining the Zoom webinar:

<https://us02web.zoom.us/j/82680784570>

Call in number:
+1 253 215 8782

Please note that a passcode is not required to enter the webinar.

Note: agenda item times are estimates and are subject to change

1. CALL TO ORDER (6:00 p.m.)

2. AUDIENCE PARTICIPATION (6:01 p.m.)

Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to cityhall@ci.manzanita.or.us), or in person to city staff**

3. CONSENT AGENDA (6:15)

Consent items are not discussed during the meeting; they are approved in one motion and any Council member may remove an item for separate consideration.

- A. Approval of Minutes
 - a. June 8, 2022 Work Session
 - b. June 8, 2022 Regular Session
- B. Approval of Bills

4. NEW BUSINESS (6:17)

- A.** 4th of July Annual Update
Chief Erik Harth
- B.** Nehalem Bay Park Expansion Update
Tracy Johnson, PLA, Project Manager, Oregon Parks and Recreation
Department
- C.** Committee Selection Process
Leila Aman, City Manager
- D.** Revenue Diversification Study
Leila Aman, City Manager
- E.** National Hazard Mitigation Plan Intergovernmental Agreement
Approval

5. CITY MANAGER REPORT (7:30)

6. INFORMATION AND ADJOURN (7:40)

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at cityhall@ci.manzanita.or.us or phone at 503-368-5343. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the [city's youtube channel](#).

CITY OF
MANZANITA



COUNCIL PACKET

CITY OF MANZANITA
June 8, 2022
CITY COUNCIL WORK SESSION

1. CALL MEETING TO ORDER: The meeting was called to order on June 8, 2022, at 3:00 pm via Zoom by Mayor Mike Scott.

ROLL: Members present: Mike Scott, Linda Kozlowski, Steve Nuttall, Hans Tonjes, and Jerry Spegman. Staff present: City Manager Leila Aman, Assistant City Recorder Ashley Myers, and Accounting Manager Nina Aiello. Panelists present: Katherine Daniel.

2. NATURAL HAZARD MITIGATION PLAN - INTERGOVERNMENTAL AGREEMENT:

Katherine Daniel, Department of Land Conservation and Development Natural Hazards Planner, leads the coordination of the Natural Hazard Mitigation Plan Update for all of Tillamook County. Daniel presented to Council a proposed intergovernmental agreement (IGA). The IGA would formalize the relationship between the City of Manzanita and the Department of Land Conservation and Development by establishing the role of each party while creating the Natural Hazard Mitigation Plan Update. Daniel highlighted the responsibilities of any participating city. Through the IGA, the City would be involved by participating in meetings, allowing for local community engagement and public input as appropriate during the draft process, and ultimately adopting the plan upon its completion.

3. COMMUNITY OUTREACH AND ENGAGEMENT DISCUSSION:

City Manager Leila Aman led an informal discussion and presentation on community engagement and its function during public meetings as well as opportunities for community outreach. Referencing Robert's Rules of Order and the Oregon Department of Justice, Aman gave a brief overview of Oregon public meetings law to help community members better understand the purpose of council meetings and how they can and should access the decision-making process. Council discussed current and desired meeting procedures, including how to respond to public questions and comments in a consistent manner.

Aman provided a brief outline of upcoming and potential community outreach events, town halls, committees, social gatherings, and staff led volunteer services. Aman noted these as opportunities to reinforce the City's connection to the community members. The Council discussed the value of making it a priority to update the City's Comprehensive Plan, Zoning Ordinance and Municipal Code.

4. ADJOURN: Mayor Scott adjourned the meeting at 4:15 pm.

MINUTES APPROVED THIS
6th Day of July, 2022

Mike Scott, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
June 8, 2022
CITY COUNCIL REGULAR SESSION

1. CALL TO ORDER: The meeting was called to order on June 8, 2022 at 6:01 pm via Zoom by Mayor Mike Scott.

Roll: Council members present: Mayor Mike Scott, Linda Kozlowski, Steve Nuttall, Hans Tonjes and Jerry Spegman. Staff present: City Manager Leila Aman, Accounting Manager Nina Aiello, and Assistant City Recorder Ashley Myers. Panelists present: Dave Larmouth

2. SPECIAL ITEM – CITIZEN OF THE YEAR: Lee Hiltenbrand was awarded the 2021 Citizen of the Year.

3. AUDIENCE PARTICIPATION: There were 28 people in attendance. There was one (1) public comment regarding the need to update Manzanita's Comprehensive Plan and Zoning Ordinance.

4. CONSENT AGENDA:

- A. APPROVAL OF MINUTES – May 4, 2022 City Council Work Session and May 4, 2022 City Council Regular Session
- B. APPROVAL OF BILLS FOR PAYMENT

A motion was made by Tonjes, seconded by Kozlowski, to approve the consent agenda that includes approval of the May 4, 2022 City Council Work Session and May 4, 2022 City Council Regular Session; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed unanimously.

5. NEW BUSINESS:

A. Recology Fee Update – Recology Rate Analyst Dave Larmouth – Recology Rate Analyst Dave Larmouth provided a Recology operations update, including a brief overview of staffing as well as a rate request for Council's consideration. There is no proposed change for collections rate, however there is a proposed increase in the debris box ton rate.

A motion made by Kozlowski, seconded by Nuttall, to accept the Recology Rate Review Report, including an increase in the debris box disposal rate; Motion passed unanimously.

B. Short Term Rental Committee – Resolution – Mayor Mike Scott and Councilor Jerry Spegman – Mayor Scott and Councilor Spegman presented Resolution 22-08, making appointments to the Short-Term Rental Committee. A consensus was formed to amend the

Resolution by allowing for two additional at large voting members that may be appointed at a subsequent meeting once a selection process has been established.

A motion was made by Nuttall, seconded by Tonjes, to approve the Resolution 22-08 A Resolution of the City Council of the City of Manzanita, Oregon, Making Appointments to The Short-Term Rental Committee, as amended to allow for two additional at large voting members that may be appointed at a subsequent meeting once a selection process has been established; Motion passed unanimously.

C. Short Term Rental Ordinance Violation – Discussion – City Manager Leila Aman – City Manager Aman led a discussion with the City Council to continue the conversation of the May 4, 2022 City Council Work Session that addressed the limitations of the current Short Term Rental Ordinance enforcement process. Council discussed how to strengthen Ordinance 10-03 and increase the homeowner's responsibility, which would better allow for a violation citation to be issued. A consensus was formed to gather additional short term rental license data from staff and continue this discussion at a future Council meeting.

D. Charter Franchise Agreement – City Manager Leila Aman – City Manager Aman presented to the Council a review of the City's Charter Communications Franchise Agreement. Aman recommended the Council include two amendments prior to renewing the agreement; One amendment to require Charter Communications contact the City prior to the removal of any tree with a diameter of 6 inches or larger and the other amendment not allowing the use of chemicals in the City. The current agreement is scheduled to expire in July 2024.

6. CITY MANAGER REPORT: The project manager we were previously assigned by Klash Group is no longer with the company and his replacement, Jeff Caldwell, is working with City Manager Leila Aman to continue moving the project forward. An update will be presented at the July City Council Regular Session. EVCNB is holding an event open to the public on June 16, 2022 from 11:00am to 1:30pm at Underhill Plaza. Regarding the Nehalem Bay Transportation System Plan, ODOT will hold a community outreach event on June 15, 2022 from 4:00pm to 6:00pm at the North County Recreation District.

7. INFORMATION AND ADJOURN:

1. Manzanita Municipal Court will be held on June 17, 2022, at 1:30 pm and continues to remain closed to the public.
2. Planning Commission will be held June 20, 2022, at 4:00 pm through video conference. The meeting agenda, materials and link can be found on the city website.
3. Budget Committee Meeting will be held June 15, 2022, at 6:00 pm through video conference. The meeting agenda, materials and link can be found on the city website.

4. Mayor Scott will not be re-running in the November 2022 election. The Manzanita Candidate Guide is available on the City website.

Mayor Scott adjourned the meeting at 7:20PM.

**MINUTES APPROVED THIS
6th Day of July, 2022**

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

BILLS FOR APPROVAL OF PAYMENT

From 06/01/2022 - 06/30/2022

[illegible]

BILLS FOR APPROVAL OF PAYMENT

From 06/01/2022 - 06/30/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
HEADLIGHT HERALD (ADVERTISING)	\$346.90	\$346.90								
KLOSH GROUP (PROFESSIONAL SERVICES)	\$912.00						\$912.00			
LANCASTER MOBLEY (PROFESSIONAL SERVICES)	\$1,375.00	\$1,375.00								
LANE COUNCIL OF GVT (ANNUAL MEMBERSHIP)	\$214.00	\$214.00								
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00					
LEAGUE OF OR CITIES (MEMBERSHIP & SUPPLIES)	\$1,540.53	\$671.46	\$869.07							
MANZANITA LUMBER (BUILDING MATERIALS)	\$61.22									\$61.22
MARNI JOHNSTON (FINANCE CONSULTANT)	\$112.50	\$112.50								
MARTEL ELECTRONICS (MATERIALS & SUPPLIES)	\$2,265.00		\$2,265.00							
NAPA AUTOPARTS (VEHICLE MAINTENANCE)	\$178.58							\$178.58		
NB WASTEWATER (UTILITIES)	\$243.00					\$243.00				
ONE CALL (STATE LOCATE FEES)	\$27.60									\$27.60
OHA DRINKING WATER SER (MATERIALS & SUPPLIES)	\$4,125.00									\$4,125.00
ONE ELEVEN (IT SERVICES)	\$3,260.00	\$3,230.00								\$30.00
ONE ELEVEN (EQUIPMENT)	\$171.81	\$171.81								

BILLS FOR APPROVAL OF PAYMENT

From 06/01/2022 - 06/30/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
ON TARGET AMMUNITION (SUPPLIES)	\$1,423.69		\$1,423.69							
OR DEPT OF REVENUE (FINES & ASSESSMENTS)	\$500.00				\$500.00					
OREGON DMV (RECORDS REQUEST)	\$1.05				\$1.05					
WASHINGTON DMV (RECORDS REQUEST)	\$0.04				\$0.04					
PACE ENGINEERS (PROFESSIONAL SERVICES)	\$105.00									\$105.00
PACIFIC OFFICE (COPY/POSTAGE SERVICE)	\$274.25	\$205.75		\$13.70	\$27.40					\$27.40
PINE GROVE (RENTAL FEE)	\$70.00	\$70.00								
RHYNO NETWORKS (IT SERVICES)	\$387.00	\$231.00	\$66.00							\$90.00
RTI (PHONE SERVICE)	\$493.77	\$62.14	\$99.92	\$19.12	\$14.34					\$298.25
SHELDON OIL CO. (FUEL)	\$1,805.51		\$1,353.40	\$146.00		\$15.31		\$76.53		\$214.27
STAPLES (OFFICE SUPPLIES)	\$172.46	\$172.46								
THE ASTORIAN (SUBSCRIPTION)	\$71.00	\$71.00								
TILL. COAST VISITORS ASSC (VC COORDINATOR)	\$6,607.25								\$6,607.25	
TILLAMOOK CO (FINES & ASSESSMENTS)	\$144.00				\$144.00					
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,108.72	\$252.92	\$373.62	\$20.10	\$14.35	\$158.22	\$99.90	\$609.00	\$72.67	\$1,507.94

BILLS FOR APPROVAL OF PAYMENT

From 06/01/2022 - 06/30/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
TOM MERRIAM (EQUIPMENT)	\$1,450.00							\$1,450.00		
TRAFFIC SAFETY & SUPPLY (MATERIALS & SUPPLIES)	\$3,535.00							\$3,535.00		
US BANK (CITY VISA)	\$4,220.17	\$676.70	\$299.87			\$15.99	\$81.35	\$935.99		\$2,210.27
VERIZON (TELEPHONE)	\$1,161.21	\$299.44	\$344.39	\$114.98					\$64.99	\$337.41
TOTALS	\$62,677.89	\$18,968.40	\$7,354.92	\$313.90	\$2,432.18	\$982.69	\$1,093.25	\$8,986.71	\$6,854.88	\$15,689.97

DATE: June 22, 2022
TO: City of Manzanita
FROM: ECONorthwest
SUBJECT: Revenue Option Evaluation

Thank you for your outreach related to an evaluation of revenue options for the City of Manzanita. Below please find our understanding of your needs and a proposed workplan and budget. Our cost for this work is \$37,390, which includes time for our research and analysis, engagement with Galardi Consulting, LLC, City Manager/staff/stakeholder work sessions, two briefings for the Manzanita City Council, and a final report.

Project Understanding

The City of Manzanita, Oregon, would like an analysis of options to diversify the City's revenue stream and to keep pace with budget pressures caused by accelerated growth in development, population, and tourism. Oregon's Measure 5 and Measure 50 limitations on property taxes hit the City hard; Manzanita has the fourth lowest property tax rate in the State and property tax revenues provided only around 14 percent of general fund revenues in the FY 2021-22 adopted budget.¹

The City imposes a 9 percent transient lodging tax (TLT) on hotels and short-term rentals, 7 percent of which is used for general fund purposes. The TLT provides the City with over \$1 million annually and is the largest general fund revenue source, but the growth of the short-term rental market imposes significant costs to City services and to the quality of life of Manzanita residents.

Other cities in Oregon have explored revenue and funding options to relieve pressure on strapped general funds. These include fees for public safety, parks, or other community services usually collected through city utility bills; road maintenance fees; utility franchise fees; technology right-of-way fees; development-related fees; local option levies; the formation of special purpose districts; and a food and beverage tax.

The City of Manzanita seeks projections for and analysis of revenue options designed to relieve pressure on the general fund and allow the City's budget to keep pace with growing needs.

Approach

ECONorthwest will start our analysis by understanding current budgetary pressure points and cataloging revenue options employed by other jurisdictions facing similar circumstances to Manzanita. Galardi Consulting, LLC, has broad experience working with communities across the state, which will be particularly helpful as we pull examples from other jurisdictions. From this initial list, we will identify a subset that will work in the Manzanita context. We will then

¹ City of Manzanita, 2021-2022 Budget. Budgeted revenues were \$1.7 million and the City budgeted \$228,000 in property taxes.

evaluate the revenue options according to a set of criteria including revenue capacity and stability, equity and fairness considerations, ease of implementation, and timing and other practical considerations. We propose to bring our preliminary findings to Manzanita to provide a chance for feedback, input and public comment, before finalizing them in a report.

Workplan

Task 1: Budget Evaluation

The goal of this task is to examine Manzanita's historical revenue and expenditure trends to identify budgetary pressure points. Understanding the nature of the problem will inform the choice of revenue options that the City would like to employ. Ideally, a revenue option would have some nexus to the expenditure challenge. As a simple example, cities for which public safety is the fastest-growing area of general fund expenditures have considered a public safety fee or levy. If day trippers are causing congestion and accelerating road maintenance needs, then the proceeds of a food and beverage tax – which would extract revenue from the economic activity these visitors cause – could be used to fund road maintenance.

Task 2: Revenue Option Catalog

In this task, we will provide context for the challenges that Manzanita is facing and identify the suite of revenue options that the City would like to evaluate.

Oregon's strict limitations on property tax revenues have led other cities to identify new revenue sources to allow budgets to grow in pace with inflation, population, and service demands. Salem approved an operations fee in 2019, charged through utility bills, to fund basic city services.² Corvallis employed a multi-pronged strategy including a local option levy for parks and libraries, two separate public safety fees for police and fire, and a county-level 9-1-1 service district.³ Newberg has implemented a transportation utility fee and a 9-1-1 subscription service, and annexed into a fire protection district.⁴ Ashland has had a food and beverage tax in place since 1993. ECONorthwest will research other options to find at least one example of each option the City of Manzanita is interested in pursuing. Galardi Consulting, LLC, will provide expert guidance, particularly on the fee options employed by other cities.

Task 3: Revenue Projection & Evaluation

Under this task, we will produce a high-level estimate of the revenue generated under each of the revenue tools selected by the City. We will use simple assumptions regarding the structure of the fees, estimate the number of users impacted, and provide a range of rates based on our review of other jurisdictions. This task will allow us to draw on the experience of other jurisdictions studied under Task 2, related to steps to implementation, the structure of the fee or tax, data needs, and the timing of the implementation.

² <https://www.cityofsalem.net/citydocuments/city-of-salem-fees.pdf>

³ [City of Corvallis. The Three-Legged Stool: A Funding Model for the Future.](#)

⁴ Tualatin Valley Fire and Rescue. 2022. <https://www.tvfr.com/287/TVFRNewberg>

We propose to evaluate the revenue options for considerations related to:

- Adequacy - how much revenue will the option produce?
- Stability - does the revenue fluctuate over time or with economic conditions?
- Nexus – does the revenue relate in some way to a cost imposed on the City of Manzanita?
- Horizontal equity - are populations with similar circumstances similarly burdened by the option?
- Vertical equity - do populations with greater ability to pay contribute more than those with less?
- Overall fairness - are any populations disproportionately burdened by the option?
- Simplicity - is the option difficult to explain or to administer?
- Political feasibility – will the option require a public vote?
- Neutrality - will the option cause distortionary effects to behavior or a market?

ECONorthwest will evaluate up to four revenue options, selected with the City.

Task 4: Work Sessions & Briefings

In this task, we will provide the City with two work sessions and two City Council briefings.

- Task 4a, Work Sessions: ECONorthwest will meet with City staff and the City's fiscal sustainability advisory committee. At the first work session, we will present and adjust our preliminary findings related to tasks 1 through 3 above. The goal will be to move stakeholders toward a smaller group of revenue options for refinement and scenario adjustment. At the second work session, which will occur following Council input to revenue options, we will work together with staff and committee members to ensure that public comment and Council feedback is incorporated to the final evaluation.
- Task 4b, Council Briefings: With feedback from staff, stakeholders, the public, and Council, ECONorthwest will refine revenue options and bring them back to a staff work session. Final results will be delivered to City Council, prior to finalization of results from Tasks 1-4.

Task 5: Report

Following the work session and adjustments made under Task 4, ECONorthwest will summarize all findings and provide them in a final report.

- Deliverables: report.

Budget

Labor Expenses	HOURS BY TASK							TOTALS		
	Task 1	Task 2	Task 3	Task 4a	Task 4b	Task 5				
	\$/Hour	Budget Evaluation	Identify Revenue Options	Revenue Evaluation	Staff & Committee Work Sessions (2)	Council Briefings (2)	Report	Hours	\$	% of Budget
ECONorthwest										
Lorelei Juntunen	300	2	2	2	2	6	2	16	\$4,800	
Sarah Emmans	250	6	10	10	4	10	10	50	\$12,500	36%
Associate	130	15	20	20	6	12	20	93	\$12,090	35%
Sub-Total		23	32	32	12	28	32	159	\$29,390	85%
Senior Advisor										
Deb Galardi	200	2	6	4	6	4	4	26	\$5,200	15%
Sub-Total		2	6	4	6	4	4	26	\$5,200	15%
Totals by Task										
		Task 1	Task 2	Task 3	Task 4a	Task 4b	Task 5	Totals	Summary of Expenses	
Total Labor		\$4,450	\$6,900	\$6,500	\$3,580	\$6,660	\$6,500	Labor	\$34,590	100%
Total by Task		\$4,450	\$6,900	\$6,500	\$3,580	\$6,660	\$6,500			
% of Total Budget		13%	20%	19%	10%	19%	19%	Budget	\$34,590	100%



Qualifications

25139 Revenue Tools Analysis—Gresham, OR (2022)

As part of the City’s Three-Year Financial Roadmap, the City of Gresham identified the need to explore alternative funding sources to fund public safety functions and to supplant utility franchise fees, which could be returned to the General Fund. To inform discussions among decision-makers, ECONorthwest researched potential funding tools, estimated revenues, and evaluated them against criteria for revenue capacity, administrative requirements, and equity-related impacts to the Gresham community.

24985 Kirkland Revenue Equity and Sustainability Study—Kirkland, WA (Ongoing)

ECONorthwest is currently assisting the City of Kirkland by reviewing and evaluating a series of revenue options designed to address a general fund structural deficit. The revenue options include business license fees, parks and special events fees, use of real estate excise taxes for street maintenance, the formation of a transportation benefit district, the implementation of school zone safety cameras, and improved cost recovery in development services.

ECONorthwest’s analysis emphasizes revenue adequacy, stability, equity, ease of administration, and neutrality. ECONorthwest also is evaluating city tax burden and tax incidence for businesses and households. The results of the evaluation will inform the City’s prioritization of revenue alternatives, which ECO will deliver in a report of findings and recommendations.

25240 Prosper Portland Tax Options Assessment—Portland, OR (forthcoming)

ECONorthwest will assess tax options being considered by Prosper Portland as potential replacements for expiring tax increment financing revenue. Options include new or increased

food and beverage sales tax, utility license fee, business income tax, transient lodging tax, and vehicle rental tax.

24793 Oregon Housing and Community Services HB 3040 review of System Development Charges—Salem, OR (ongoing)

In 2021, the Oregon legislature passed House Bill 3040 (HB 3040), directing Oregon Housing and Community Services (OHCS) to prepare a study of System Development Charges (SDCs) in Oregon and their impact on housing costs. OHCS contracted with ECONorthwest and subcontractors FCS Group and Galardi Rothstein Group to undertake this study. As directed by HB 3040, the study addresses the role of SDCs in funding infrastructure, methodology requirements and factors that drive SDC rates, the relationship between SDCs and housing costs, the impacts of timing of SDC payments, and issues related to transparency and availability of information regarding SDCs.

Attached: Resumes

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 Manzanita (“CITY”), each a “Party.”

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 thirty-six (36) months from the date of acceptance of the grant award, 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.

The City of Manzanita NHMP will expire on September 7, 2022. DLCD has received a FEMA Pre-Disaster Mitigation grant (PDM 19) to assist CITY with updating the City of Manzanita NHMP. The grant’s performance period extends thirty-six (36) months from the date of acceptance of the grant award.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and CITY that is to result in an updated City of Manzanita NHMP adopted by CITY 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 CITY is aware of its 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 CITY.

- i. CITY will appoint a member and alternate to serve on the Tillamook County MJHNHP Steering Committee.
- ii. CITY will adopt a plan that FEMA has agreed to approve.
- iv. Specific project responsibilities of the Steering Committee members and Project Lead include:
 - A. Attending and actively participating in Steering Committee meetings;
 - B. Providing data and information;
 - C. Engaging with internal and external stakeholders;
 - D. Executing the Project's public engagement program;
 - E. Tracking, accurately documenting, and reporting cost share as required; and
 - F. Performing any other Project work assigned by Exhibit A: Scope of Work.

6. Compensation and Costs

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

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the CITY 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 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 Contact is:

Katherine Daniel, Natural Hazards Planner
Oregon Department of Land Conservation and Development
635 Capitol ST NE, Suite 150
Salem, OR 97301
(971) 375-3767
katherine.daniel@dlcd.oregon.gov

City of Manzanita's Project Contact is:

Liela Aman, City Manager
City of Manzanita
[PO box or street address]
Manzanita, OR, 97130
(503) 812-2514
lamana@ci.manzanita.or.us

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. CITY 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 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 Parties (the "Other Parties") 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 Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties 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. Any indemnity by the CITY shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 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 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 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.

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

CITY OF MANZANITA

APPROVED AS TO FORM:

Signature

Signature

Print name and title

Print name and title

Date

Date

Department of Land Conservation and
Development (DLCD)

Jim Rue, Director

Date

Exhibit A: Scope of Work

Tillamook County

Multi-Jurisdictional Natural Hazards Mitigation Plan

Update for City of Manzanita

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Tillamook County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Tillamook County (COUNTY); Cities of Bay City, Garibaldi, Manzanita, Nehalem, Rockaway Beach, Tillamook, and Wheeler (CITIES), the Ports of Garibaldi and Tillamook Bay; and special districts among which may include the Bay City, Garibaldi, Nedonna, Nestucca, Netarts-Oceanside, Rockaway Beach, and Tillamook Rural Fire Protection Districts; the Nehalem Bay Fire and Rescue District; the Neah-Kah-Nie, Nestucca Valley, and Tillamook School Districts; the Cloverdale, Neskowin, Oceanside, and Watseco Water Districts; the Hebo Water and Sanitary District and Pacific City Joint Water-Sewer Authority; and the Cloverdale, Neskowin Regional, Netarts-Oceanside, and Twin Rocks Sanitary Districts (DISTRICTS); collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for cities and special districts who have not participated previously.

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

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

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

Tillamook County's last update was a complete refresh of the previous document. All of its seven cities were included, and two of its three Port Districts developed NHMPs for the first time. The County was also able to include detailed multi-hazard and vulnerability data and analysis developed by the Oregon Department of Geology and Mineral Industries under a FEMA Risk MAP CTP grant. The County, Cities, and Ports have maintained the plan in the interim, and therefore do not anticipate such a deep and broad update this time. This update will be focused on developing initial NHMPs for fire, water, sewer, and

school districts; reaching out to communities and the vacation rental industry; continuing to develop partnerships and improve connectivity; and improving mapping and identification of population demographics within hazard-prone areas.

PHASE 1: ORGANIZE

Purpose

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

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

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

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: May 2021

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

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

DELIVERABLES

DLCD 1. Draft SOW

Target Date: May 2021

Task 3: Develop a Project Schedule

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

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

many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

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

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: January 2022

Task 4 Coordinate with COUNTY

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

Meet remotely or in person with COUNTY and:

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

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Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Steering and Technical Advisory Committee Meetings				
• Prepare and distribute agenda 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Provide language for public notice of meetings if requested.	X			
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.		X	X	X
Public Engagement Program				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
Plan Development				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.		X	X	X
• Provide assessor data.		X		
• Provide other data and information.		X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			
Administrative Functions				

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction's home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.		X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

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

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

Target Date: February - March 2022

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

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

DELIVERABLES

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

Target Date: February - March 2022

Task 6 Hold Organizational SC Meeting

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

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

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

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

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

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule

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3. Final SC Roster
4. Final Stakeholder or TAC Roster
5. Final Table 1, Allocation of Basic Responsibilities and Tasks
6. Final Communication Protocol
7. Final Public Engagement Plan
8. Cost Share Documentation Forms and Instructions

Target Date: February 2022

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

Target Date: April 2022

PHASE 2: UPDATE THE TILLAMOOK COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

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

Task 7 Review and Update the Risk Assessment

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

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages.

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- F. To the extent data is available, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

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

DLCD 1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values
2. Coordinate and conduct group or individual meetings with DISTRICTS, if needed.

Target Date: February - June 2022

COUNTY 1. Coordinate up to two SC meetings.
2. Assist DLCD with coordinating and facilitating DISTRICTS group meeting, if requested.

Target Dates: February -May 2022

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

Target Dates: June 2022

Task 8 Public Review of Risk Assessment

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

DELIVERABLES

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

Target Date(s): June 2022

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

Target Date: July 2022

- | | |
|------|--|
| DLCD | <ol style="list-style-type: none">1. Final comment and response matrix2. Second Draft Risk Assessment incorporating public comments and final comment and response matrix |
|------|--|

Target Date: August 2022

Task 9 Review and Update the Mitigation Strategy

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

- A. Establish mitigation goals based on the risk assessment.
- B. Assess each jurisdiction's mitigation capabilities.
- C. Document each jurisdiction's participation in the NFIP and continued compliance with its requirements.
- D. Document status of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy for each mitigation action.
- I. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

Deliverables

- | | |
|----|--|
| SC | <ol style="list-style-type: none">1. Information about participation in and continued compliance with NFIP2. Information for and participation in capability assessment3. Information about planning mechanisms and timeline for integration |
|----|--|

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Target Date: June 2022

COUNTY 1. Coordinate up to three SC meetings for Tasks 10 and 11 together.

Target Dates: June 2022 – August 2022

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

Target Dates: August 2022

Task 10 Review and Update the Plan Maintenance Process

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

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

DELIVERABLES

- DLCD
1. Initial Draft Plan Maintenance Process for SC review
 2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): July 2022

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

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

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

DELIVERABLES

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

Target Date(s): September 2022

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

Target Date: September 2022

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

Target Date: October 2022

Task 12 Document the Planning Process

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

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

DELIVERABLES

- SC 1. Provide copies of web page updates, notices, publications, etc.

- DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): February 2021 – October 2022

Task 13 Review and Update Remaining Chapters

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

DELIVERABLES

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

Target Date(s): January – October 2022

Task 14 Finalize Draft MJNHMP for State and Federal Review

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

DELIVERABLES

- DLCD 1. Finalized Draft MJNHMP

Target Date: November 2022

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

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

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

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

Task 15 Submit Draft MJNHMP for State and Federal Review

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

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DELIVERABLES

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

Target Date:	Submittal to OEM:	November 2022
	Required Changes Completed:	December 2022
	Submittal to FEMA:	January 2023
	FEMA Review Completed:	February 2023
	Required Changes Completed:	March 2023
	APA Received:	April 2023

Task 16 Adopt Final Draft MJNHMP

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

DELIVERABLES

- SC
1. Provide evidence of adoption to DLCD.
- DLCD
1. Submit evidence of adoption to OEM.
 2. Insert approval process documents into plan.
 3. Record effective date on cover.
 4. Distribute FEMA-approved, finalized Tillamook County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	April 2023
	DLCD Submit Evidence to OEM:	April 2023
	FEMA Final Approval Received:	May 2023
	Final Distribution:	May 2023

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BUDGET

No funds will be exchanged. DLCD will use PDM 19 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

COST SHARE

PDM grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together will provide a **minimum** cost share of \$15,000.