



RESOLUTION NO. 2022-17

A RESOLUTION AUTHORIZING AND ACCEPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT FOR REGIONAL NATURAL HAZARDS MITIGATION PLANNING

WHEREAS, the City of Monroe has stated in Resolution 2022-15, Organizational Goals, as goal 4 to establish Emergency Preparedness, Disaster Recovery, and Resilience for the City; and


WHEREAS, the Department of Land Conservation and Development (DLCD) received a grant from the Federal Emergency Management Agency (FEMA) to develop and update the regional Natural Hazard Mitigation Plan (NHMP); and

WHEREAS, the City of Monroe has an opportunity to participate and assist in developing the NHMP that will result in an updated City NHMP; now


BE IT RESOLVED, the Monroe City Council hereby declares and determines the authorization to enter into an Intergovernmental Agreement with the DLCD (ATTACHMENT A) for developing a regional NHMP using City staff time as cost share for the grant and authorizes Mayor Sheets to sign documentation implementing the agreement.

Adopted by the City Council this 26th day of September, 2022.

APPROVED:



Dan Sheets, Mayor



Date

ATTEST:



Steve Martinenko, City Recorder

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 Monroe (“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 September 26, 2024, 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 Benton County Multi-Jurisdictional (MJNHMP) of which the City of Monroe NHMP is a part expired on August 12, 2021. DLCD has received a Hazard Mitigation Grant Program - Post Fire grant under FM-5327-OR, FM-5327-05, to assist CITY with updating the City of Monroe NHMP. The grant’s Period of Performance, established by FEMA, ends September 26, 2024. The project is targeted for completion by January 2024 as shown Exhibit A, Scope of Work. While DLCD and the CITY will make every effort to maintain this schedule, it is understood that target dates are subject to change.

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 Monroe NHMP as part of the Benton County MJNHMP 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 at least one representative to the Steering Committee. Members and alternates must have or have been delegated decision-making authority on behalf of their organizations or departments for this Project.
- ii. CITY will adopt a plan that FEMA has agreed to approve.
- iii. Specific Project responsibilities of the Steering Committee members 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.

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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 Project Contact:

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

City of Monroe Project Contact:

Name, Title
Address
City, OR 97XXX
Phone
Email

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, 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, 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 MONROE

APPROVED AS TO FORM:

Name & Title

Name & Title

Date

Date

DEPARTMENT OF LAND CONSERVATION
AND DEVELOPMENT

Brenda G. Bateman, Director

Date

EXHIBIT A:

Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) Update for:

Benton County, Oregon; the Cities of Adair Village, Corvallis, Monroe, and Philomath; and Special Districts to be determined

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Benton County, Oregon's Multi-Jurisdictional Natural Hazard Mitigation Plan (MJNHMP) such that it is adopted by Benton County (COUNTY); Cities of Adair Village, Corvallis, Monroe, and Philomath (CITIES); and [yet to be determined Special Districts] (DISTRICTS); each a "JURISDICTION" and collectively "JURISDICTIONS", and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for 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 Hazard Mitigation Grant Program (HMGP) mitigation planning grant.

This grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA.

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

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

PHASE 1: ORGANIZE

Purpose

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

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 Benton County MJNHMP; ensure that each JURISDICTION adopts and

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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 JURISDICTIONS

Target Date: May - June 2022

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 - June 2022

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 NHMP.

"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: May - June 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).

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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. Determine the scope of the update.
- E. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- F. 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.
- G. Determine the method for and roles of DLCD and COUNTY in inviting special districts, tribes, and other stakeholders to participate in the planning process.
- H. 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 jurisdiction, departments, or organizations for the purposes of this project;**
- I. Draft a list of stakeholders, technical advisors, and other interested parties.
 - a. The list must include at a minimum representatives of the following sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure (including transportation and other community lifelines); and (g) Natural and Cultural Resources.
 - i. Community lifelines include: (a) Safety and Security; (b) Food, Water, and Shelter; (c) Health and Medical; (d) Energy; (e) Communications; (f) Transportation; and (g) Hazardous Material.
 - b. Local dam owners and/or the Oregon Dam Safety Program.
 - c. Representatives of each of the following must be invited to participate in the planning process: (a) Local and regional agencies involved in hazard mitigation activities; (b) Agencies that have the authority to regulate development; (c) Neighboring communities; (d) Representatives of businesses, academia, and other private organizations; (e) Representatives of non-profit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others.

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. Identify and employ methods to overcome barriers and support meaningful engagement for all.
- J. Prepare a draft Public Engagement Program for SC discussion and finalization.
- K. 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				
<ul style="list-style-type: none"> Prepare and distribute agenda 7 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
<ul style="list-style-type: none"> Prepare handouts. If appropriate, distribute handouts 7 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
<ul style="list-style-type: none"> Provide language for public notice of meetings if requested. 	X	Assist		
<ul style="list-style-type: none"> Lead and facilitate meetings. 	X	Assist		
<ul style="list-style-type: none"> Prepare and distribute meeting notes. 	X			
<ul style="list-style-type: none"> Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions. 	Assist	X	X	X
Public Engagement Program				
<ul style="list-style-type: none"> Execute Public Engagement Program. 	Assist	X	X	X
<ul style="list-style-type: none"> Lead public engagement meetings and events. 	Assist	X	X	X
<ul style="list-style-type: none"> Facilitate public engagement meetings and events. 	X	Assist	Assist	Assist
<ul style="list-style-type: none"> Provide public notice of meetings and events through a variety of means. 	Assist	X	X	X
<ul style="list-style-type: none"> Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process. 	Assist	X	X	X
Plan Development				
<ul style="list-style-type: none"> Gather hazard and vulnerability data, existing plans, studies, reports, and technical information. 	X	X	X	X
<ul style="list-style-type: none"> Provide information on climate change and its influence on hazards. 	X			
<ul style="list-style-type: none"> Provide GIS services. 	Assist	X	X	X
<ul style="list-style-type: none"> Provide assessor data. 		X		
<ul style="list-style-type: none"> Provide other data and information. 	Assist	X	X	X
<ul style="list-style-type: none"> Analyze data. 	X	Assist	Assist	Assist
<ul style="list-style-type: none"> Write plan sections. 	X	Assist	Assist	Assist
<ul style="list-style-type: none"> Review plan sections. 	X	X	X	X
<ul style="list-style-type: none"> Edit plan sections. 	X	Assist	Assist	Assist
<ul style="list-style-type: none"> Finalize plan. 	X			
Administrative Functions				
<ul style="list-style-type: none"> Publish notice of meetings and events 7-10 days prior to date of occurrence. 		X	X	X
<ul style="list-style-type: none"> Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the 	Assist	X	X	X

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Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
JURISDICTIONS has capability and no commercial printer with capability is reasonably available.				
• 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.	Assist	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
- COUNTY
 1. Draft Steering Committee Roster
 2. Initial Draft Stakeholder Roster

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Target Date: June-August 2022

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts, tribes, and other stakeholders to participate and appoint SC members and alternates. **Each member will serve as their department's, district's, tribe's, or organization's 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.

DELIVERABLES

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

Target Date: May - July 2022

Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to finalize preparations for updating the MJNHMP during Phase 2. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

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

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

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

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

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule
 3. Final SC Roster
 4. Final Stakeholder or TAC Roster
 5. Final Table 1, Allocation of Basic Responsibilities and Tasks
 6. Final Communication Protocol

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7. Final Public Engagement Plan
8. Cost Share Documentation Forms and Instructions

Target Date: June - July 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: July – September 2022

PHASE 2: UPDATE THE BENTON COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN

Purpose

The purpose of Phase 2 is to update the current Benton 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. The updated risk assessment will, to the extent data is available:

- A. 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. This includes the natural hazards in the existing MJNHMP and any additional natural hazards added during this MJNHMP update. High Hazard Potential Dams (HHPDs) must be included and treated as a natural hazard. Information shared by the Oregon Dam Safety Program and/or local dam owners must be described. If there is no risk to any JURISDICTION from HHPDs, a statement explaining the lack of risk must be included.
- B. Identify previous occurrences of each hazard with an emphasis on significant events. At a minimum, this includes any state and federal major disaster declarations for the planning area since the last update.
- C. Assess probability of future occurrence of each hazard, including the effects of future conditions, including climate change, on the type, location and range of anticipated intensities of identified hazards.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, and development trends.

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- E. Describe changes in development that have occurred in hazard-prone areas and how they have increased or decreased vulnerability since approval of the previous plan. “Changes in development” means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions, or shifts in the needs of underserved communities or gaps in social equity. It may also include changes in local policies, standards, codes, regulations, land use regulations and other conditions.
- F. Identify estimated numbers and types of NFIP-insured structures that have sustained repetitive flood damages.
- G. Assess and describe the potential impacts on the JURISDICTIONS and identified assets including the effects of climate change, changes in population patterns, and changes in land use and development. Assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- H. Assess vulnerability to each hazard. Describe the current and future assets (people, structures, systems, natural resources, cultural resources, historic resources, and activities that have value to the community), and others defined by the CITY within identified hazard-prone locations that are at risk from the impacts of the identified hazards.
- I. 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. Estimated numbers and types of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and severe repetitive losses. If necessary, provide Routine Use Letter (Use O) to FEMA Region X to obtain additional information.
2. Coordinate and conduct group or individual meetings with special districts and tribes, if needed. |
| Target Date: | July – September 2022 |
| COUNTY | 1. Coordinate up to two SC meetings.
2. Assist DLCD with coordinating and facilitating CITIES or DISTRICTS group meeting, if requested. |
| Target Dates: | July - September 2022 |
| DLCD | 1. Initial Draft Risk Assessment for SC and public review |
| Target Date: | September - October 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): October 2022

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

Target Date: November 2022

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

Target Date: December 2022 – February 2023

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; 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. For each JURISDICTION the mitigation strategy will:

- A. Establish mitigation goals consistent with the hazards identified in the risk assessment that explain what is to be achieved by implementing the mitigation strategy.
- B. Assess each JURISDICTION’s mitigation capabilities. This must include a discussion of the existing building codes and land use and development ordinances or regulations and a description of the JURISDICTION’s ability to expand on and improve their capabilities. The capability assessment provides a rationale for which mitigation projects can be undertaken.
- C. Describe and include required evidence of each JURISDICTION’s participation in the NFIP and continued compliance with its requirements. Discuss CRS activities and issues raised during community assistance and monitoring activities.

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- D. Document status (complete, ongoing, no longer relevant, included in updated plan) of mitigation actions in the current NHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Analyze a comprehensive range of potential mitigation actions that specifically address the vulnerabilities and impacts identified in the risk assessment. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure. Consider mitigation actions that benefit underserved communities and socially vulnerable populations. Mitigation actions must be clearly linked to the vulnerabilities and impacts identified in the risk assessment.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy (responsible party, potential funding sources, expected time frames) for each mitigation action.

Deliverables

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

Target Date: September 2022

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

Target Dates: September – November 2022

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

Target Dates: January – February 2023

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 (tracking mitigation actions), evaluating (assessing effectiveness of achieving the stated purpose), and updating (reviewing and revising the plan) the mitigation plan within a five-year cycle. Identify how, when and by whom the plan will be monitored, evaluated, and updated.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.

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- C. Describe the JURISDICTION's processes for integrating the plan's data information and hazard mitigation goals and actions into other planning mechanisms. Identify the planning mechanisms in accordance with the capability assessment.
- D. When updating the plan, explain how the JURISDICTIONS have integrated information from the NHMP into other planning mechanisms.
- E. Describe how the plan was revised due to changes in priorities.

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): January-February 2023 (initial) May 2023 (second)

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): March - April 2023

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

Target Date: April 2023

- 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: May 2023

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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 and how they participated, how the public was involved, and the opportunity for all entities listed in Task 4, Item I to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval and how public feedback was included throughout the planning process.
- C. Describe how plans, studies, reports, technical data and information were incorporated (referenced or included). NFIP regulatory flood mapping products must be 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): May 2022-end of project

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): April - May 2023

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

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DLCD 1. Finalized Draft MJNHMP

Target Date: June 2023

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 NHMP without substantive changes; and FEMA approves the adopted NHMP.

This project is funded by a FEMA Hazard Mitigation Grant Program (HMGP) mitigation planning grant. This 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 Benton 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.

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:	June 2023
	Required Changes Completed:	August 2023
	FEMA Review Completed:	October 2023
	APA Received:	November 2023

Task 16 Adopt Final Draft NHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Benton County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption,

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each JURISDICTION will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolution 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 Benton County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	December 2023
	DLCD Submit Evidence to OEM:	December 2023
	FEMA Final Approval Received:	January 2024
	Final Distribution:	January 2024

BUDGET

No funds will be exchanged. DLCD will use HMGP-PF-FM-5327 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute its responsibilities and tasks.

COST SHARE

HMGP grants require a 25% cost share. CITY commits to providing cash, in-kind, or a combination of both as its 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 will provide a minimum cost share of \$30,000.