

CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

MEETING DATE September 06, 2016	AGENDA ITEM NUMBER
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TO: Mayor Shoji and City Councilors

FROM: Eric Day, Community Development Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Participation in a Tsunami Resilience with DLCD with a grant from NOAA

BACKGROUND

In August of this year, Mayor Shoji and staff met with the Oregon Department of Land Conservation and Development (DLCD) representatives regarding increasing the tsunami resilience / preparedness in our community. A grant has been made available from the National Oceanic and Atmospheric Administration (NOAA) to DLCD and interested coastal jurisdictions to assist in facilitating increased resilience to a Cascadia Subduction Zone tsunami along the Oregon Coast.

One project would involve examining possible land use resilience measures and strategies focused on tsunami risk. If appropriate and approved by the Council, in the future, the implementation of these measures will be through local comprehensive plans and development codes. Another project would be aimed at creating a comprehensive tsunami evacuation planning maps for our community with the help of DLCD and the Department of Geology and Mineral Industries (DOGAMI).

In order to take advantage of the disaster preparedness assistance made possible by the NOAA grant funds, the Council would need to approve the City entering into the attached memorandum of understanding (MOU) between the Oregon Department of Land Conservation and Development (DLCD) and Coos Bay.

ADVANTAGES:

If the Council directs staff to establish the MOU with DLCD, the project could assist in facilitating increased resilience to a Cascadia Subduction Zone tsunami along the Oregon Coast.

DISADVANTAGES:

Significant staff time will be expended on this project.

BUDGET IMPLICATIONS:

No budget implications. The project received a NOAA Project of Special Merit grant provided for this purpose to cover the mapping and DLCD costs.

ACTION REQUESTED:

Staff is requesting that the Council approve the City entering into a MOU with DLCD to start of the tsunami mapping process and start looking into land use modification to implement tsunami data into the plans for the Council's future consideration.

Attachments

- Proposed Memorandum of Understanding with DLCD

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF COOS BAY, OREGON
AND
OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**

This Memorandum of Understanding is by and between the Oregon Department of Land Conservation and Development (DLCD) and the City of Coos Bay.

This MOU is designed to assist in facilitating increased resilience to a Cascadia Subduction Zone tsunami along the Oregon coast within specific partner jurisdictions and communities. The work within these partner jurisdictions is made possible through a NOAA Project of Special Merit grant provided for this purpose.

The overall effort will serve to increase resilience to a Cascadia Subduction Zone tsunami by assisting a number of jurisdictions, including the one identified within this MOU, in the development of land use resilience measures and strategies focused on tsunami risk, and the implementation of these measures through local comprehensive plans and development codes. To assist in accomplishing this work, the OCMP, through its partner agency, Department of Geology and Mineral Industries (DOGAMI), will also develop and utilize new comprehensive time/distance (Beat the Wave) tsunami evacuation planning maps/analysis within partner jurisdictions, where applicable.

This effort will foster cooperation between Coos Bay and DLCD. The parties feel that the cooperation, collaboration, and collective effort will provide the opportunity, energy, and resources necessary to increase resilience to a potentially devastating local tsunami event. This MOU is intended to summarize the agreed upon principal terms and concepts. No financial obligations between Coos Bay and DLCD are assumed under the MOU. Any future financial obligations, if applicable, will be addressed under a separate grant agreement.

BACKGROUND

The principal goal of this project is to increase community resilience to a tsunami that will strike the Pacific Northwest (PNW) coast of Oregon within minutes following a Cascadia Subduction Zone (CSZ) earthquake. Our collective goal will be achieved through the completion of specific objectives outlined below.

There are two central objectives that collectively we would like to achieve in this effort. Together, Objective 1 and Objective 2 will result in effective, integrated resilience planning, enabling the following to be addressed:

- Establish and implement improved land use measures and strategies to address tsunami and other coastal hazards;
- Establish requirements for the evaluation of current development proposals in relation to tsunami evacuation risk;

- Assess the need for identifying and prioritizing evacuation infrastructure improvements;
- Assess the need for imposing additional land use limitations in highest risk areas;
- Assess and if needed, prioritize long-term relocation strategies and related infrastructure investments in high risk areas; and,
- Assess options for the siting and/or relocation of essential facilities.

Objective 1: To increase both short and long-term community resilience we will collaborate on local land use resilience work, including developing and implementing improved land use measures and strategies to address tsunami. DLCD will assist local governments in the development, drafting and adoption of comprehensive plan and development code provisions utilizing the OCMP tsunami land use planning guide (<http://www.oregon.gov/LCD/OCMP/docs/Publications/TsunamiGuide20150407.pdf>). This guidance document provides an important and comprehensive suite of approaches to assist local governments in establishing land use based resilience measures. The guide includes chapters on comprehensive plan provisions, development code provisions and requirements, financing and incentive concepts, tsunami evacuation facilities improvement planning, and long range community land use planning (relocation) that will be a foundation for the work proposed. The desired end result will be locally implemented land use strategies, policies, and regulatory standards that will be tailored to the City of Coos Bay to reduce vulnerability and increase community resilience.

Objective 2: To increase short-term and long-term community resilience by developing comprehensive new tsunami evacuation time/distance (Beat the Wave) modeling/mapping and associated data products. This objective represents the development of essential information resources necessary not only to assist communities in their overall tsunami preparation but also to potentially assist in developing comprehensive land use resilience strategies.

Outcomes: The outcomes from this planning work will be locally implemented land use strategies, policies and regulatory standards based on sound scientific information that will significantly reduce risk and enhance community resilience.

Individual Parties

- Coos Bay
- DLCD, through its Oregon Coastal Management Program (OCMP)

AGREEMENT

Accordingly, DLCD and Coos Bay have reached agreement on the following areas of cooperation.

- 1. Term.** This MOU shall commence on the date of final signature and shall remain in effect either until the conclusion of this Coos Bay project, or the conclusion of the 2016 PSM grant, inclusive of extensions, whichever comes first.

2. Responsibilities. The parties agree to perform the following tasks.

Task 1: Develop comprehensive time and distance tsunami modeling, maps and related products which will be integrated into Task 2 final products.

Timeframe: 6 months +/-

Description of Activities:

- 1.1 Coos Bay and DLCD coordination with DOGAMI on schedule, process, and products;
- 1.2 DOGAMI performs modeling and mapping analyses;
- 1.3 DLCD and Coos Bay participate, provide input, and assist where needed.

Task 2: Initiate, develop and adopt key land use resilience work with Oregon coastal communities.

Timeframe: 12 months +/-, can in part run concurrently with Task 1 and overall project should be completed within the timeframe of the FY2016 PSM.

Description of Activities:

- 2.1. Coos Bay develops local project management teams (PMTs) and project advisory committees (PACs) as needed for task 2;
- 2.2. Coos Bay, with assistance from DLCD will develop the schedule for tsunami land use resilience implementation within the local planning program;
- 2.3. DLCD with input from Coos Bay will develop draft implementing land use resilience components designed to be integrated into their comprehensive plans and implementing ordinances. DLCD will utilize the OCMP tsunami land use guidance in developing these draft products. Coos Bay, with assistance from DLCD will utilize Task 2 time and distance modeling and mapping products in land use policy and strategy development, where applicable;
- 2.4 DLCD when possible will participate in local PMTs, PACs, public open houses and other associated meeting and events throughout;
- 2.5 DLCD will assist Coos Bay in moving through local land use adoption processes as feasible and requested.

Anticipated Final Products:

- Adopted local tsunami resilience comprehensive plan (text and policies) and implementing code provisions based on the DLCD tsunami land use guidance, and DOGAMI time and distance mapping/modeling for Coos Bay.

Tentative Completion: Within approximately 12 months of commencement of the project.

2. Funding Arrangements.

- This MOU defines in general terms the basis on which the parties will cooperate, and as such, does not constitute a financial obligation to serve as the basis for expenditures. Any activities involving reimbursement or transfer of funds between the parties to the MOU will be handled in accordance with applicable

laws, regulations, and procedures. Such activities, if they arise, will be governed in a separate written instrument;

- Each party shall have sole discretion to determine the extent of its financial and resource commitment to this effort;
- This Agreement does not restrict the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

3. Coordination: To coordinate this tsunami resilience effort and all endeavors that may arise from it, DLCD designates the Coastal Shores Specialist, and Coos Bay designates Community Development Director Eric Day; or their designees, successors, or assigns. Either party may re-designate its coordinator at any time, effective upon written notice to the other party.

4. Operations.

- DLCD and jurisdiction staff will hold conference calls, exchange emails and other written communication, and will meet in person as frequently as necessary to accomplish the goals of this resilience project;
- The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes of the project.

5. Risk Sharing. Each party is liable for its own actions and the actions of their officers, directors, employees, independent contractors and agents.

6. Representations and Warranties. Each party represents and warrants that it has the power, as appropriate, to enter into this MOU and perform the activities contemplated under this MOU.

7. Entire Agreement; Amendment and Waivers. This MOU contains the entire agreement between the parties concerning this project. No amendment, consent, or waiver of terms of this MOU shall bind either party unless in writing and signed by both parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. This MOU may be amended in writing and signed by all parties. The failure of any party to insist on strict performance of an obligation under this MOU shall not be a waiver of such party's right to demand strict compliance of any obligation in the future.

8. Disassociation and Dissolution.

- Any party may disassociate itself from this MOU without penalty or liability by notifying the other party in writing. This written notice must be sent at least sixty (60) days prior to the disassociation. However, disassociation does not release any obligations, penalty, or liability of any grant or contract, if any, associated

with the overall resilience project;

- In addition, upon disassociation of any party, the disassociating party and the other party, together, must decide whether enough capacity remains to complete the work of this resilience project. If it is decided that the project should be discontinued, the parties will continue to cooperate to produce an evaluation report describing what lessons were learned, including interpretation and reflection on process and results gained up to the point of project discontinuation, and recommendations for future efforts regarding resilience to a Cascadia Subduction Zone tsunami.

Authorization

We, the undersigned, acknowledge having read and understood this MOU and agree to be bound by its terms and conditions.

Oregon Department of Land Conservation and Development

_____ Signature	_____ Date
_____ Printed Name	_____ Title, Organization

City of Coos Bay

_____ Signature	_____ Date
_____ Rodger Craddock	_____ City Manager, City of Coos Bay