

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-115

Authorizing a Memorandum of Understanding Regarding Johnson Creek
Watershed and Allocating \$2,500 from Contingency Under the MOU

The Multnomah County Board of Commissioners Finds:

- a. In November of 1998 the first Johnson Creek Watershed Summit was held with local citizens and representatives from federal, state and local government attending.
- b. The vision for the summit was “The Johnson Creek Watershed will become a healthy, vibrant watershed by effectively planning for and managing growth, promoting sustainable economic development, and respecting and enhancing the natural functions and benefits of the Creek. This will be achieved by a well-organized, well-equipped, motivated watershed-community (including a multi-jurisdictional coalition) ready and willing to work cooperatively and to take specific actions which will improve watershed health and livability in the region.”
- c. The mission for the summit was to “Help create and sustain this Johnson Creek watershed-community and identify specific action steps for the next 12 months that will move the Vision toward reality.”
- d. One step towards achievement of the vision was the creation of the Johnson Creek Watershed Policy Maker Committee, which included Commissioner Lisa Naito and other representatives from local and regional government.
- e. The next step toward the vision is a Memorandum of Understanding developed by the Policy Maker Committee.

The Multnomah County Board of Commissioners Resolves:

1. The Board authorizes the Chair to sign the Memorandum of Understanding by and among the City of Gresham, City of Happy Valley, City of Milwaukie, City of Portland, County of Clackamas, County of Multnomah, and Metro.
2. The Board authorizes the Budget Director to allocate \$2,500 to the City of Portland Bureau of Environmental Services for summit coordination expenses.

Approved this 17th day of June, 1999.

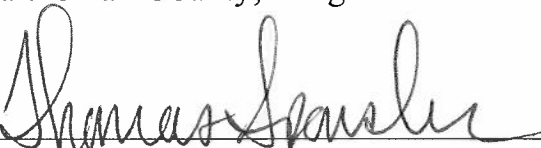


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Thomas Sponsler, County Counsel

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and among the City of Gresham, City of Happy Valley, City of Milwaukie, City of Portland, County of Clackamas, County of Multnomah, and Metro (hereinafter collectively referred to as "the Parties.")

RECITALS

1. The Parties participated jointly and cooperatively in the planning, organization, and conduct of the first Johnson Creek Watershed Summit, held November 14, 1998;
2. The Parties recognize the Vision for the 1998 Johnson Creek Watershed Summit as the following:

The Johnson Creek Watershed will become a healthy, vibrant watershed by effectively planning for and managing growth, promoting sustainable economic development, and respecting and enhancing the natural functions and benefits of the Creek. This will be achieved by a well-organized, well-equipped, motivated watershed-community (including a multi-jurisdictional coalition) ready and willing to work cooperatively and to take specific actions which will improve watershed health and livability in the region;

3. The Parties recognize the Mission for the 1998 Johnson Creek Summit as the following:

Help create and sustain this Johnson Creek watershed-community and identify specific action steps for the next 12 months that will move the Vision toward reality;

4. The Parties recognize the Johnson Creek Watershed Council as the representative organization of the Johnson Creek watershed-community, bringing together a diverse body of stakeholders within the Watershed;
5. The Parties recognize that the City of Happy Valley, City of Milwaukie, and County of Clackamas are members of the North Clackamas Watershed Management Commission. The purpose of the Commission is to develop and implement a coordinated, comprehensive watershed management approach to storm and surface water programs in order to meet regulatory requirements and maximize use of resources for the area within the Urban Growth Boundary of North Clackamas County.
6. The Parties recognize the importance of addressing the issues and concerns which emerged from the 320 participants who attended the Johnson Creek Watershed Summit, including:
 - a. Obtaining interjurisdictional cooperation for planning and project implementation within the Watershed;

- b. Protecting existing riparian areas and reestablishing or enhancing others within the Watershed;
 - c. Developing common databases and cooperating on data gathering for inventories of Watershed characteristics such as natural areas, riparian areas, floodplains, and land uses;
 - d. Educating the public to become stewards of the Watershed;
 - e. Managing floodplains to mitigate flooding, improve fish and wildlife habitat through biological methods and to improve quality and management of stormwater runoff;
 - f. Promoting innovative, watershed-friendly land use development through incentives.
7. The Parties agree that the ongoing cooperation of the parties is desirable and necessary to achieving the Vision and Mission of the Johnson Creek Watershed Summit and addressing issues and concerns in the Watershed raised at the first Johnson Creek Watershed Summit and future Summits;

NOW, THEREFORE, it is mutually agreed that the Parties voluntarily enter into this legally non-binding Memorandum of Understanding setting forth the intention of the Parties to work cooperatively to realize the Vision of and to carry out the Mission of the Johnson Creek Watershed Summit subject to the terms and conditions recited below:

A. EFFECTIVE DATE.

The respective commitments of the parties hereto shall commence on the latest date this Memorandum of Understanding is signed by all of the Parties. This Memorandum of Understanding may be renewed or revised annually at the option of the Parties, and may be terminated by any one of the Parties upon 60 days written notice to all other Parties.

B. COOPERATION, COORDINATION AND SUPPORT.

In order to achieve the purposes of this Memorandum of Understanding as stated above, the Parties agree to the following:

1. The Parties and each of them will encourage various advocates, business representatives, property owners, public agencies, citizens groups, and other organizations and individuals to serve as active members of the Johnson Creek Watershed Council;

2. The Parties and each of them will support the Johnson Creek Watershed Council through such annual financial contributions as approved by the Parties' respective budget processes or through ongoing in-kind contributions of personnel or other resources;
3. The Parties will serve as active members of the Johnson Creek Interjurisdictional Committee, which shall operate as a forum for joint cooperation on Watershed issues of a technical nature;
4. The Parties will serve as active members of the Johnson Creek Policy Committee, which shall operate as a forum for joint cooperation on Watershed issues requiring resolution by elected officials and directors of government agencies;
5. The Parties will coordinate and cooperate on a list of specific issues and projects developed each year at the annual Johnson Creek Watershed Summit and updated periodically by the Johnson Creek Watershed Council, Johnson Creek Interjurisdictional Committee and the Johnson Creek Policy Committee and each of them. For the initial year of cooperative effort under this Memorandum of Understanding, the issues and projects shall be those listed in the Appendix A of this Memorandum of Understanding.

C. ANNUAL EVALUATION.

1. The Parties shall annually review this Memorandum of Understanding to determine and document the Parties' accomplishments, if any. An Annual Report shall be prepared describing any accomplishments resulting from this Memorandum of Understanding.
2. The Annual Report shall specifically address each of the following:
 - a. Issues identified and Action Plans developed at the annual Johnson Creek Watershed Summit;
 - b. Progress made on resolving issues and accomplishing projects listed in Appendix A of this Memorandum of Understanding;
 - c. Activities and accomplishments of the Johnson Creek Watershed Council, the Johnson Creek Interjurisdictional Committee, and the Johnson Creek Policy Committee.
 - d. Recommendations for improving the terms, conditions or operations under this Memorandum of Understanding.

IN WITNESS WHEREOF, each party has caused this Memorandum of Understanding to be executed by its duly authorized representative, on the date set forth by their names below:

CLACKAMAS COUNTY

Date: _____, 1999 by: _____ Title: _____

CITY OF GRESHAM

Date: _____, 1999 by: _____ Title: _____

CITY OF HAPPY VALLEY

Date: _____, 1999 by: _____ Title: _____


METRO

Date: _____, 1999 by: _____ Title: _____

CITY OF MILWAUKIE

Date: _____, 1999 by: _____ Title: _____

MULTNOMAH COUNTY

Date: June 18, 1999 by:  Title: Chair
Beverly Stein

CITY OF PORTLAND

Date: _____, 1999 by: _____ Title: _____

MEMORANDUM OF UNDERSTANDING FOR THE JOHNSON CREEK WATERSHED

APPENDIX A: PROJECT AND POLICY ISSUES LIST May 9, 1999

1. Coordinate funding with COE, FEMA, and the Johnson Creek Watershed Jurisdictions to complete the floodplain delineation study. (Lead: City of Portland with Interjurisdictional Committee support)
2. Recommend and support legislative changes to forestry and agricultural practices within mostly urban watersheds to prevent erosion and control sedimentation and to implement best management practices (BMP's) to improve water quality throughout the Watershed. (Lead: unidentified. Interjurisdictional Committee will provide technical support on BMP development.)
3. Obtain direct or in-kind funding to coordinate, develop, and implement Project Impact within the Watershed. (Lead: City of Portland and Multnomah County)
4. In cooperation with appropriate local, State, and Federal agencies, fund and conduct a watershed-wide restoration site inventory project to prioritize public and private sites along Johnson Creek and its tributaries for riparian area planting and restoration projects. (Lead: unidentified. JCWC, Interjurisdictional Committee, and Metro will provide technical support.)
5. Work together to identify key properties for acquisition within the 100 year flood plain of Johnson Creek on a willing seller basis and to obtain annual funding through local, State, and Federal agencies to purchase the identified properties in order to reduce flood damage, improve water quality, and enhance fish and wildlife habitat; (Lead: City of Portland)
6. Each party will adopt stream-side buffer requirements and flood plain balanced cut and fill regulations for the Johnson Creek Watershed based on Metro's Title 3 Model ordinance which will adequately protect water quality and reduce flood damage impacts; (Lead: Local jurisdictions)
7. Work cooperatively to ensure that the Oregon State Legislature develops and passes implementing legislation for the recently passed Measure 66 (15% of Oregon Lottery Funds for State Parks and fish & wildlife habitat restoration). (Lead: JCWC)
8. Work cooperatively to ensure that the Oregon State Legislature provides adequate ongoing funding for Watershed Councils in general and the Johnson Creek Watershed Council specifically. (Lead: JCWC)
9. Participate jointly and cooperatively in the planning, organization, and hosting of the second Johnson Creek Watershed Summit. (Lead: Summit Steering Committee with support from Interjurisdictional Committee)

10. Commit to fund, coordinate, and develop land use plans for the urban reserve areas in the Watershed which will properly address and protect fish & wildlife habitat and recreational opportunities of the Creek and its tributaries. This will include model standards for development which are "watershed friendly". (Lead: Local jurisdictions and Metro with Interjurisdictional Committee developing model standards)
11. Develop a mechanism to coordinate various planning efforts in the watershed and ensure, where applicable, the incorporation of the following principles:
 - a. flood damage reduction
 - b. appropriate land development: encourage development outside the floodplain, adequate riparian buffers, erosion control, and storm water quality and quantity controls
 - c. fish and wildlife enhancement and Endangered Species Act (ESA) considerations
 - d. pollution prevention for all activities(Lead: Local jurisdictions with coordination through Interjurisdictional Committee)
12. Implement specific action items contained in the May, 1995 Johnson Creek Resources Management Plan and revise as necessary. (Lead: Local jurisdictions with support from JCWC, Interjurisdictional Committee, and Metro)
13. Obtain direct funding or in-kind contributions for the Johnson Creek Summit Coordinator position. (Lead: Local jurisdictions)