



COPY

Resolution No. 2001-964

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH CLEAN WATER SERVICES FOR DEVELOPMENT OF THE HEALTHY STREAMS PLAN

WHEREAS, ORS 190.003 through 190.110 authorizes agencies to enter into intergovernmental agreements (IGA) for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, Clean Water Services, Sherwood, other local governments, and other parties to this agreement are subject to the Clean Water Act (CWA), the Endangered Species Act (ESA), and Statewide Planning rules; and

WHEREAS, local jurisdictions in the Tualatin River Basin are seeking to minimize their vulnerability to ESA enforcement actions by participating in the development of a coordinated ESA response plan (the Healthy Streams Plan); and

WHEREAS, Clean Water Services, local governments, and other parties to this agreement agree to share the expense associated with preparing and implementing the Healthy Streams Plan; and

WHEREAS, the expected share of the costs for the City of Sherwood are \$43,903.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1: The City Manager or Mayor is authorized to enter into and sign the *Health Streams Plan Intergovernmental Agreement* with Clean Water Services.

Section 2: The City Manager is authorized to reimburse Clean Water Services up to \$43,903 for services performed under this agreement.

Duly passed by the City Council this 26th day of June 2001.

Keith S. Mays, Council President

ATTEST:

C.L. Wiley, Recorder

**HEALTHY STREAMS PLAN INTERGOVERNMENTAL AGREEMENT
BETWEEN CLEAN WATER SERVICES
AND THE CITY OF SHERWOOD**

This agreement, dated _____, 2001, is between the **CLEAN WATER SERVICES**, a county service district formed under ORS Chapter 451, (District) and the **CITY OF SHERWOOD** (Sherwood).

A. RECITALS

WHEREAS, ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, the District, Sherwood, other local governments, and other parties to this agreement are subject to the Clean Water Act (CWA), the Endangered Species Act (ESA), and Statewide Planning rules; and

WHEREAS, ESA listed species that require conservation utilize the Tualatin Basin, and "taking" of such listed species is prohibited under the ESA; and

WHEREAS, Section 9 of the ESA subjects the District, local governments, public entities and citizens to enforcement actions for unauthorized "takings" of listed species from on-the-ground activities undertaken by or on behalf of these local governments and entities, or by others acting under their authorization or permits; and such vulnerability to ESA enforcement actions has caused local governments and public entities to enter into this agreement with the District in an attempt to reduce the ESA liability risk by participating in the development of a coordinated ESA response plan (the Healthy Streams Plan); and

WHEREAS, the District, local governments, and other parties to this agreement shall cooperate in the preparation by the District of the Healthy Streams Plan for submittal to the National Marine Fisheries Service (NMFS), Department of Environmental Quality (DEQ), US Fish and Wildlife Service (USFWS), and other regulatory agencies as necessary; and

WHEREAS, the Healthy Streams Plan is designed to evaluate and recommend actions to conserve or enhance properly functioning conditions of the streams and their watersheds in the Tualatin Basin as well as address the policy issues program elements identified in the Section 4(d) Limits 8, 10, 11, and 12 (MRCI limits) adopted by NMFS or US Fish and Wildlife Service in response to the listing of threatened species including salmon and steelhead; and

WHEREAS, the District, local governments, and other parties to this agreement will consider incorporating the Healthy Streams Plan's recommended policies, regulations, programs and system improvements into their respective codes and standards to satisfy the prohibitions against unauthorized "takings" and NMFS, DEQ, and USFWS requirements for assurances of Plan implementation; and

WHEREAS, the decision regarding the form of the Healthy Stream Plan submittal as an ESA Section 4(d) Program, a Section 10 Incidental Take Permit with a Habitat Conservation Plan, a non permit Recovery Plan, or combination thereof, shall be negotiated among the policy makers of the parties to this agreement as the planning process evolves and the regulatory agencies provide clearer direction; and

WHEREAS, the District, local governments, and other parties to this agreement agree to share the expense associated with preparing and implementing the Healthy Streams Plan to the extent described in this agreement; and

WHEREAS, the District, local governments, and other parties to this agreement need to maintain open communication among staff, elected officials and the public on projects affecting water quality, flood management and aquatic species habitat.

NOW, THEREFORE, it is agreed by and between the District, local governments, and other parties to this agreement as follows:

B. THE PLAN

1. The purposes of this agreement are to:
 - a. Recognize and cooperatively implement the tasks outlined in the Healthy Streams Plan (Plan) model planning process, which was approved by USA's Board of Directors. Exhibit A documents the Healthy Streams Plan's major components, activities, review processes, and expected outcomes. Implementation of the Plan shall begin when the recommended policies, regulations, programs, and system improvements are integrated into local government and special district codes, standards, practices, and capital improvement budgets.
 - b. Cooperatively and adequately fund the Plan development as outlined in Exhibit B.

C. DISTRICT OBLIGATIONS

The District shall conduct and complete the following activities on behalf of the local governments, and other public entities that are parties to this agreement:

1. District shall cause to be prepared and shall manage the preparation of the Healthy Streams Plan and shall administer professional services contracts and intergovernmental agreements associated with the Healthy Streams Plan.
2. District shall involve representatives of Sherwood by integrating their comments into the Healthy Streams Plan elements throughout the planning process. District shall follow the Review and Approval Process outlined in Exhibit A, as appropriate to each plan element. District shall regularly report the status of the Healthy Streams Plan development to representatives of the City of Sherwood.
3. District shall incorporate the Healthy Streams Plan recommended policies, regulations, programs and system improvements into its Design and Construction standards as appropriate, to satisfy the prohibitions against unauthorized "takings" and NMFS, DEQ, USFWS requirements for Plan assurances of implementation.
4. District shall involve the public of Sherwood in the development of the Healthy Streams Plan and shall comply with public involvement laws and procedures for a surface water management utility.
5. District shall make data collected during the planning process available to any of the parties to this agreement or to their successors and assigns, upon written request from the parties for such data.
6. District shall use the funds received from local governments and other parties to this agreement for payment of contracted consultants for the Healthy Streams Plan preparation. Funding and

compensation shall comply with all public contracting laws of the State of Oregon relating to the selection of, contracting with, and payment of fees to consultants.

D. SHERWOOD OBLIGATIONS

1. Sherwood should assign staff and elected officials to coordinate and participate in the Healthy Streams Plan preparation with the District who are members of existing committees established for the purpose of addressing this or related issues, or elected councils and boards (Exhibit A).
2. Sherwood shall appoint a representative to the Project Committee(s) covering the watersheds within the Watersheds 2000 inventory.
3. Sherwood will cooperate with the District in involving the public of Sherwood in the development of the Healthy Streams Plan and shall satisfy applicable Federal, State, and local public involvement laws and procedures in the implementation of the Plan.
4. Sherwood will consider incorporating the Healthy Streams Plan recommended policies, regulations, programs and system improvements into their respective codes and standards as appropriate, to satisfy the prohibitions against unauthorized "takings" and NMFS, DEQ, and USFWS requirements for assurances of Plan implementation.
5. Sherwood will consider supporting the Healthy Streams Plan if a majority of the parties to this agreement support the Plan and the points of disagreement do not significantly impair the social, economic or ecological integrity of the community.
6. Sherwood shall pay to the District the amount indicated in Exhibit B in payments of \$21,951.50 each during the fiscal year 2001-2002 and 2002-2003, for a total of \$43,903.

E. FUNDING AND COMPENSATION

1. The cost of the Healthy Streams Plan is estimated to be \$2.7 million. This cost shall be shared among the jurisdictions in accordance with the project allocations shown in Exhibit B to this agreement. Payments owed and due by the parties to this agreement are not contingent on payments by other listed jurisdictions. The City of Sherwood's total proportional share of the Plan cost under this agreement shall not exceed \$43,903.
2. The City of Sherwood's obligation to the District under this agreement shall not exceed the amount set in Section E.1, unless that amount is modified by an amendment to the Agreement, as provided by Section F.5.
3. In the event that unexpended funds paid to the District pursuant to this agreement remain after completion of the Healthy Streams Plan, Sherwood shall receive its share of such unexpended funds established by this Agreement.

F. GENERAL TERMS

1. Integration.

This document constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.

2. Approval Required.

This Agreement and all amendments thereto shall become effective when signed by District's General Manager and by the authorized representative or official of the City of Sherwood.

3. Term of Agreement.

This Agreement takes effect on the date it is signed by the authorized representatives of the District and Sherwood and shall remain in effect until completion by both parties of all their respective obligations under this agreement unless the agreement is earlier terminated by mutual agreement of the parties and in accordance with the terms of this agreement.

4. Termination and Amendment.

This Agreement may be terminated or amended by mutual written agreement of both parties.

5. Waiver and Amendment.

No waiver of any portion of this Agreement and no amendment, modification or alteration of this Agreement shall be effective unless made in writing and signed by the authorized representative of each party.

6. Interpretation of Agreement.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

7. Severability/Survivability.

If any of the provisions contained in this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the enforceability of the remaining provisions of the agreement shall not be affected or impaired by that determination and shall remain in full force and effect. All provisions in the agreement concerning indemnity of either party shall survive any early termination of this Agreement for any cause.

8. Laws and Regulations.

The Parties agree to abide by all applicable laws and regulations in carrying out this Agreement.

9. Indemnification.

Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify the other and its officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement in favor of any person on account of personal injury, death, damage to

property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

10. Dispute Resolution.

If any dispute arising out of this Agreement can not be resolved by the District and Sherwood staff representatives, the matter will be referred to the staff representatives' respective supervisors for resolution. If the supervisors are unable to resolve the dispute within 30 days of referral, the matter will be referred to USA's General Manager and Sherwood's authorized representative, who will attempt to resolve the issue. If the General Managers are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law. The parties shall continue in the performance of their respective obligations notwithstanding the dispute.

11. Choice of Law; Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. The courts in the State of Oregon shall decide all litigation arising out of this Agreement. Venue for all mediation, arbitration, and litigation shall be in Washington County, Oregon.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first written above.

**CLEAN WATER SERVICES OF
WASHINGTON COUNTY**

CITY OF SHERWOOD

By: _____
Bill Gaffi, General Manager

By: _____
Sherwood Mayor

Recorder

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
District Counsel

By: _____
Sherwood Attorney

Exhibit A - Healthy Streams Plan Process

Background

Project Purpose and Proposed Product

The purpose of this project is to develop a watershed-based plan that integrates the requirements of the Clean Water Act (CWA) and the Endangered Species Act (ESA) in a manner that promotes overall stream health. The plan will identify and prioritize specific projects, policies, and programmatic changes needed to further improve water quality, manage flooding and floodplains, and provide for aquatic species recovery in the Tualatin River Basin. It will target projects and programs that are ecologically sound, economically viable, socially acceptable, and will produce measurable results. Existing plans, studies, and materials from other regional efforts will be utilized, as appropriate and additional information will be gathered as needed. The goal is to produce a watershed-based plan that is user friendly, adaptable over time and GIS and Internet supported. The Plan must effectively and efficiently serve local jurisdictions, businesses, industries, and citizens across various land use sectors in their efforts to protect water quality and aquatic species.

Reason for Project

In March 1999 the National Marine Fisheries Service (NMFS) listed the Upper Willamette River Winter Steelhead and Spring Chinook as threatened species under the Endangered Species Act (ESA). Local jurisdictions need to review their various programs and identify how their actions may impact fish or fish habitat. Under the ESA, third parties may sue or the NMFS may fine local jurisdictions or individuals that “take¹” a listed species as a result of their activities.

Several regional, State, and federally mandated initiatives contain elements that either impact or are impacted by ESA, including: integrated water resources management, local land use planning, National Pollution Discharge Elimination System (NPDES) storm water best management practices, Total Maximum Daily Load (TMDL) implementation strategy, Statewide Land Use Planning Goals 5, 6, & 7, Metro 2040 Growth Concept / Title 3 Function Plan compliance, Senate Bill 1010, and the Forestry Practices Act. USA has regional responsibility for the water quality improvement requirements under the TMDL and NPDES provisions of the Clean Water Act on behalf of our member cities.

In order to ensure a regionally consistent effort that benefits the urban and urban fringe portions of the Basin, USA was encouraged by the local jurisdictions to take a lead coordinating role in developing an ESA response plan. The USA Board of Directors directed staff to prepare a process and Intergovernmental Agreements (IGA's) with the County / Cities to address ESA.

Timing for Project

The Healthy Streams Plan began in January 2000 and is anticipated to be complete by November of 2002. The Watersheds 2000 inventory and analysis was conducted between May 2000-June 2001. Task forces and committees addressing impervious cover reduction, landscape management, vegetated corridors, watershed hydrology / hydraulics began in August of 2000 to address non-structural program elements needed for the Plan. Operations and Maintenance reviews for surface water management, roads,

¹ “Take” is defined in ESA Section 3[19] as to “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct”. “Harass” is defined as an intentional or negligent act that creates the likelihood of injuring wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns such as breeding, feeding, or sheltering (50CFR 17.3). “Harm” is an act that either kills or injures a listed species. Such an act may include habitat modification or degradation that significantly impairs essential behavioral patterns such as breeding, spawning, rearing, migrating, feeding, or sheltering and results in death or injury to a protected species.

wastewater treatment plants and parks will begin in July 2001. Public survey and economic analyses will also begin in July / August 2001.

Project Funding

It is estimated that the project will cost \$2.7 million and shall come from surface water management fees or other funding sources. The inventory element of the plan is currently contracted at \$2.2 million and has been funded up-front by USA. The project partners, to partially reimburse USA for activities specific to each jurisdiction have negotiated a cost share proposal (Exhibit B). The Federal Emergency Management District has also provided \$287,250 for the Tualatin River and stream floodplain analysis.

Stakeholders

USA internal stakeholders for this project include all departments and divisions. An internal project team consisting of leadership team, planning, legal, public affairs, conveyance, and technical services will review plan elements prior to their release for public review.

External stakeholders for this project include local governments, special service districts, and citizens in all sectors of the Tualatin Basin including urban, agriculture, and forestry. A Project Advisory Committee (PAC) representing key stakeholders will guide the project through the planning process (once the inventory is complete). The members will represent a variety of professional backgrounds. A Parties of Interest (POI) group is proposed to receive regular email and information updates. Existing committees with particular interest in the planning effort (such as planning directors, managers, watershed council, USAAC, water managers, SWCD board, Willamette Restoration Initiative) will be regularly updated at scheduled meetings by PAC members or District staff.

The Healthy Streams PAC will be developed once the technical information is gathered. The PAC will likely be formed by May 2001 for the development of the Healthy Streams Plan.

Plan Elements and Process

The Healthy Streams Plan has six major components:

- Watershed-wide inventory (Watersheds 2000, complete by July 2001)
- Public values analysis
- Economic analysis and funding strategy development
- Programmatic and policy focus areas
- Fish friendly reviews of existing activities, and
- Document preparation and final plan approval

The Plan elements noted above are outlined in the Healthy Streams Planning Process provided at the end of this Exhibit. Detailed scopes of work will be generated for each component of the Plan. These scopes shall be reviewed by representative technical groups of the jurisdictions, as appropriate. The expected outcomes of the work are outlined as follows:

Watersheds 2000 Inventory

The Watersheds 2000 inventory follows the District's typical watershed planning strategy on a large scale. The information gathered is processed through Project Committees assigned to different regions of the watershed. The Project Committees' public values are integrated with the technical data to develop a list of capital improvement projects for each subwatershed within the overall study area. While the Project Committees will rank project priorities in each subwatershed, the Basin-wide ranking of projects will be performed by the Healthy Streams Project Advisory Committee, later in the Healthy Streams planning process. The following is a list of key components of the inventory effort.

- Ecological inventory and condition ranking of all stream reaches using the Rapid Stream Assessment Technique modified for Tualatin Basin conditions. This information will be used to identify capital improvements for enhancing stream conditions, based on the anticipated benefit to water quality, flood management and/or aquatic species. The Cities and County may use the technical information gathered in the inventory as part of their land use planning Goal 5 efforts, as appropriate.
- Hydrology modeling (updated or built if not previously modeled) along all main stream and tributary reaches. The project will use the HEC-HMS event-based model with Basin-specific rainfall distribution information. The models will be used to determine where there may be critical low flow or flooding conditions along the stream system.
- Hydraulic modeling (updated or built if not previously modeled) along all main stream reaches and the Tualatin River where Federal Emergency Management District (FEMA) floodplains have been identified. The project will use the FEMA approved HEC-RAS model with flows derived from the HEC-HMS or Corps flows as appropriate. The models will be used to properly size infrastructure crossing the stream, provide flood management guidance, identify critical velocity areas, and help determine fish passage through structures. The model information will be used to map any changes to the floodplain boundaries in a separate work project not subject to this agreement.
- Ground surveyed 2-ft contour topographic mapping of the stream corridors using year 2000 aerial mapping (Ground Positioning System (GPS) controlled) for base maps. This information is necessary to build the hydraulic model and will be further utilized during the design of enhancement and sanitary sewer projects that are in the floodplain. The mapping will serve as the base in which all inventory information will be linked.
- Identification of stream/ floodplain enhancement needs, aquatic species migration barriers, flood management structures, and storm water pipe retrofit opportunities in non-pretreated areas. The information will provide further understanding of the extent of enhancement needed, as well as assist with setting priorities and defining the scale of efforts to be undertaken for Clean Water Act and Endangered Species Act response.

The data will be collected in a manner that is consistent with accepted protocols and practices, and integrates work of others when possible. The identification of proposed capital improvement projects will be guided by both the technical findings and the public values expressed by Project Committees set for the study areas. The technical and public value information will be made accessible to the public via a web site. A majority of the raw and summarized data will be delivered in electronic format. However, a brief plan summary will also be developed, documenting the inventory process, issues, findings and capital project recommendations.

Public Values Analysis

Public values and expectations regarding ESA and CWA response strategies will be evaluated to determine the level of public acceptance of various resource management strategies. The process will begin with education of the public on the issues, followed by a detailed statistically valid survey that will include a determination of the public willingness to pay for resource protection and capital improvements to the stream system as well as their acceptance of modified policies and regulations. A summary of findings document will be provided.

Economic Analysis and Funding Strategy

Economic analysis of several of the ESA and CWA management options will be conducted utilizing the willingness to pay and other appropriate economic modeling. The analysis will help to determine the cost effectiveness of the management options, which will be used by the Healthy Streams PAC to assess basin-wide priorities for capital project implementation and regulatory limits. The analysis may include

the cost-benefit analysis of trading resource protection and enhancement strategies in different areas of the watershed based on resource conditions (if adequate funding for the scope is available). The funding strategy analysis will help determine the most appropriate mechanisms for cost sharing and paying for the improvements that are determined to be necessary for the ESA and CWA. A technical memorandum of the findings will be provided.

Programmatic and Policy Focus Areas

Four areas of focus on programmatic changes include effective impervious cover reduction strategies, landscape management, vegetated corridors, and hydrology / hydraulics standards. Multidisciplinary task forces will be established to review existing standards and identify potential improvements. Existing staff and committees from the local jurisdictions will review and advise the Healthy Streams PAC on the recommendations, appropriate to their expertise and responsibility. The PAC will review and revise the policies and standards for consistency with ESA and CWA requirements before forwarding them in accordance with the process outlined in the Plan Review Process and flow chart in this Exhibit. The recommended standards adjustments will be integrated into the Healthy Streams Plan for the state and federal regulatory agencies to review and approve.

Fish Friendly Reviews

Fish friendly reviews of existing activities will be conducted jointly by the District, local governments, and special districts. Recommendations will be made regarding activity practice changes that reduce the potential impact on fish and water quality. A report of the findings and recommendations for each jurisdiction will be distributed to the appropriate existing committees for review prior to delivery to the Healthy Streams PAC.

Document Preparation and Final Plan Approval

Depending on the policy decision regarding the form of the Healthy Streams Plan package (as a 4(d) rule, and HCP, or other plan type) appropriate documentation will be prepared to complete the submittal. The major components of the package to NMFS will include the science from the inventory, the public values, the economic analysis, funding strategy, policy / programmatic changes and modifications in existing activities. If documentation requirements go beyond the \$100,000 estimated in Exhibit B, an amendment to the agreement will be negotiated.

Project Advisory Committee

A Project Advisory Committee (PAC) will advise the planning effort. The following is a list of proposed representative categories for the Healthy Streams Plan Project Advisory Committee:

- County*
- City of Beaverton*
- City of Hillsboro*
- West County City (Forest Grove, Cornelius, North Plains, Banks)*
- South County City (Tigard, Tualatin, Sherwood, Durham, King City)*
- Clean Water Services
- Business / Industry / Homebuilder Representative
- Rural Representative (Agriculture / Forestry)
- NMFS / USFWS
- Environmental Representative
- DEQ
- Metro
- City of Portland
- Tualatin Valley Water District
- Tualatin Hills Parks and Recreation District
- County Transportation Representative
- Citizen Representative

*The representative city for the west and south county shall be selected by the Natural Resources Coordinating Committee. The five county/city positions shall contain individuals that represent the City Technical Committee, Planning Directors, Natural Resources Coordinating Committee, Washington County Managers, and/or Washington County Finance Committee. Cities / County may select and submit several individual nominations that participate in the existing committees noted above.

Prospective Project Advisory Committee members will have:

- Diverse professional backgrounds from others in the group
- Serve as representatives in other forums
- Ability to work productively in group setting, addressing difficult topics, making decisions
- Commitment and time to attend all meetings

USA will prepare PAC application materials to distribute to key stakeholders and committee members. Except for city/county nominations, preliminary selection of committee members will be made by Clean Water Services Advisory Committee, with a recommendation forwarded to USA's Board of Directors.

Role of Other Established Boards / Groups / Committees in the Watershed

Individual groups and committees that transcend across jurisdictional boundaries and professional disciplines will review the effort undertaken by USA on this project in a variety of forums. It would be incredibly time consuming and difficult to request approval of all the elements of the Plan from all the interested parties. Therefore, the Project Advisory Committee will consist of professionals that also participate in the:

- City Technical Committee
- Washington County Planning Directors
- Water Managers Group
- Coordinating Committee
- Washington County Managers
- Park Providers

- Citizen Participation Organizations
- Neighborhood Association Committees
- Stream Friends Groups
- Tualatin River Watershed Council
- City Councils and District Boards
- Washington County Finance Committee
- ESA Coordinators
- Metro Committees (Goal 5, WRPAC, MPAC)
- Others

PAC representatives, printed updates and District staff presentations will update the Boards, Groups, and Committees on the Plan elements. The established committees noted above would make recommendations on elements of the Plan that directly affect their operations (see the Healthy Streams Plan Review and Approval Process at the end of this Exhibit). The decision making regarding the various Plan elements will be made by the bodies with statutory responsibilities in the subject area. The final draft Plan (which would contain the previously approved elements) will be reviewed and approved by the PAC, USA's Advisory Committee, and local Governing bodies before being forwarded to the USA Board of Directors for approval to submit to state and federal regulatory agencies.

Project Review and Approval

The review and approval process for the various plan elements will be flexible depending on the policy implications of the various recommendations. The review process table and flow chart provided are a general outline of expected reviews.

Healthy Streams Plan - Review and Approval Process

Element	Recommendations By	Recommendations Reviewed** By	Element Approved By	Plan Approved By
Watersheds 2000 Inventory / Planning	Technical Consultants, Stakeholders	Project Committees in Each Study Area, CWS AC, PAC	CWS Board	National Marine Fisheries Service US Fish and Wildlife Service Environmental Protection Agency Oregon DEQ
Public Values Analysis	Technical Consultants, Stakeholders	TB PAC, Interagency Committees*	Project Advisory Committee	
Economics, Funding Strategy Analysis	Technical Consultants, Public via survey	Finance committee, Interagency Committees, Project Advisory Committee, CWS AC	CWS Board, Governing Boards / Councils	
Fish Friendly Reviews	USA / Technical Consultant	Field Operations, Transportation, Facilities and Parks Committees	PAC / Boards / Councils	
Programmatic and Policy Focus Areas		PAC, Natural Resources Coordinating Committee, CWS Advisory Committee		
Effective Impervious Cover Reduction	Multidisciplinary Task Force	Planning Directors, City Technical Committee (Engineers)	CWS Board, Governing Boards / Councils	
Landscape Management	Multidisciplinary Task Force	Field Operations, Transportation, Facilities, Parks, Planning Director Committees	Project Advisory Committee	
Vegetated Corridors	Multidisciplinary Task Force	Planning Directors, City Technical Committee (Engineers)	CWS Board, Governing Boards / Councils	
Hydrology / Hydraulics	Multidisciplinary Task Force	City Technical Committee	CWS Board, Governing Boards / Councils	
Healthy Streams Plan Documentation	Tech Consultants, Other Elements	all	CWS Board, Governing Boards / Councils	

* Any group that requests a review may do so, and submit comments.

** A majority rule standing will determine the advance of the recommendation to the next level of review. Because of the large number of reviewers, no plan element will be "perfect" or fully supported by all committees or groups. To keep the process moving forward, the Agency and PAC shall determine when sufficient agreement is achieved at the existing committee level to advance the element for further review and approval.

All work conducted by Clean Water Services organized task forces and technical consultants will be made available to the public for review and comment. Forums and open houses will be conducted throughout the planning process to gather input and to keep stakeholders aware of the process.

Healthy Streams Plan - Review and Approval Process

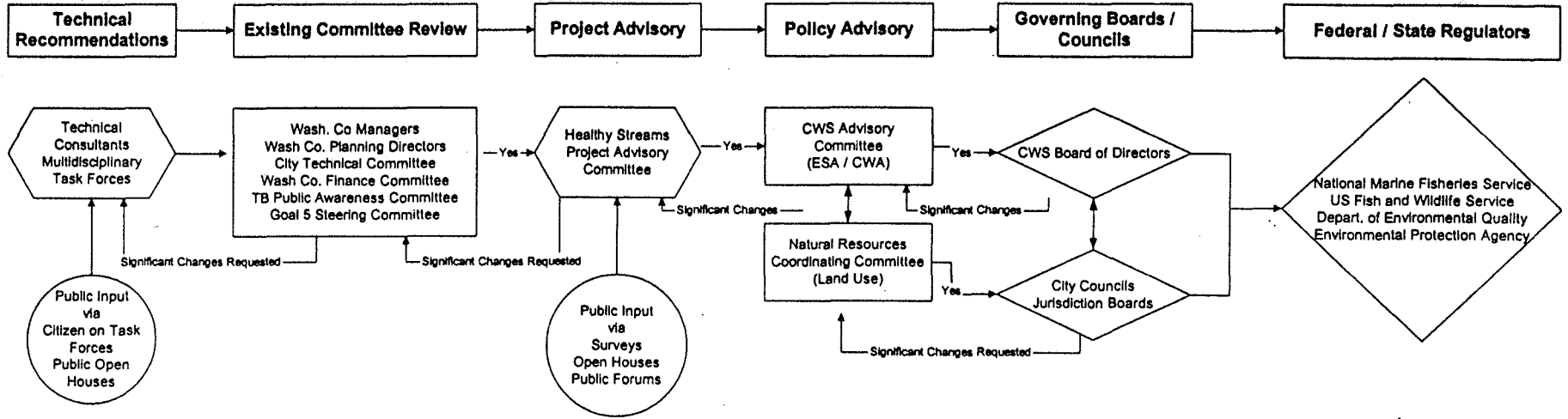


Exhibit B - Project Costs

Table 1 shows the total estimated costs associated with the development of the Healthy Streams Plan. Table 2 outlines the cost sharing.

Table 1: Healthy Streams Plan Costs

Watershed Inventory (Watersheds 2000) Costs (Contracted)	\$	2,207,900
<i>Survey and aerial mapping</i>	\$	702,200
<i>Ecological inventory</i>	\$	443,500
<i>Water resources modeling</i>	\$	925,500
<i>Public involvement, notice</i>	\$	96,700
<i>Map production / GIS support</i>	\$	30,000
<i>Web site support</i>	\$	10,000
Public Values Analysis	\$	85,000
Funding Strategy Development	\$	110,000
Programmatic and Policy Focus Areas	\$	110,000
Fish Friendly Reviews of Existing Activities	\$	105,000
Document Preparation	\$	100,000
Total Costs	\$	2,717,900

Table 2: Jurisdictional Cost Share

Jurisdiction	Cost Share*	
USA	\$	1,553,035
County	\$	258,595
Banks	\$	6,061
Beaverton	\$	129,133
Corneilus	\$	28,922
Durham	\$	2,990
Forest Grove	\$	66,931
Hillsboro	\$	203,706
King City	\$	524
North Plains	\$	9,556
Sherwood	\$	43,903
Tigard	\$	29,376
Tualatin	\$	61,686
THPRD	\$	24,781
FEMA	\$	287,250
Metro	\$	11,452
Total Costs	\$	2,717,900

*City / County cost shares are based on per jurisdiction miles of hydraulic analysis, number of Rapid Stream Assessments, number of culverts inventoried, jurisdiction specific fish friendly audits, and plan documentation. USA is fully funding typical watershed planning related activities (hydrology, public involvement, etc), one half of all the hydraulics, RSAT's, culverts, audits, and plan documentation noted above, and all of the remaining healthy streams plan elements. Detailed information regarding the cost breakdown is available as requested.

Healthy Streams Plan- Planning Process

	1	2	3	4	5	6	7	8	9	10
MAJOR PROCESS STEP	Decision to Start Preliminary Approval to Proceed	Project Scoping (Internal / External)	Contracts Negotiation	Intensive Data Gathering	Gather Remaining Information Complete Analysis	Develop Vision & Goals Identify Issues	Develop Criteria Evaluate Options	Prioritize & Assign Management Actions	Prepare Healthy Streams Plan	Implement Plan, Monitor & Update
Project Management Technical Analysis	<p>1. Upper Willamette Steelhead and Spring Chinook are listed March 1999.</p> <p>2. Prepare a Project Concept Sheet and MMP for Div Mgr, GM, and LT to review & approve. Formulate an Internal Project Team (SWMPPT).</p> <p>3. Revise project concept per comments</p> <p>4. Update the Board in worksession on proposed process</p> <p>5. Prepare comments on 4(d) rule. Have review and concurrence from SWMPPT. Send to cities/county as FYI/concurrence. Submit to NMFS.</p>	<p>2000</p> <p>1. Prepare a detailed scope of work for a consultant contract for public involve, technical, and economic analysis. Internally have IS prepare web link</p> <p>2. Prepare language for IGA's or MOA's and cost shares with City/County</p> <p>3. Review NPDES BMP's suitability for "fish friendly status" prior to submission of draft permit</p> <p>2001</p> <p>4. Update the LT on project status, issues</p> <p>5. Develop a 12-14 member Project Advisory Committee (PAC) of key stakeholders (citizen and technical) to help guide the project. Prepare info sharing agreement letter for PAC members.</p>	<p>2000</p> <p>1. Conduct consultant selection process. Expertise will include natural resource planning, fish biology, water resource eng, economics/finance, public inv, legal, GIS, & web site mgmt.</p> <p>2. Update Board at worksession, secure Board approval of consultant contract and IGA's / MOA's in formal meeting</p> <p>3. Produce mailer insert for project kickoff, open house, web site info, and feedback form.</p> <p>2001</p> <p>4. Finalize scope and IGA's/MOA's based on comments</p> <p>5. Secure signed IGA's/MOA's and funding from cities/county partners</p> <p>6. Have Board approve PAC representation and give final approval to proceed with the process.</p>	<p>1. Review existing watershed plans and update to consistent field analysis and modeling.</p> <p>2. Complete watershed plans for baseline lacking information. Use consistent methods.</p> <p>3. Document findings in summary plans and in map / graphic format. Display on web site following review and PC approval per proposed public process.</p> <p>4. Present findings to LT/Board and City/Ag, Forestry Councils.</p> <p>5. Review TMDL implementation strategy and planning for "fish friendly status"</p>	<p>1. Review all plans and programs (NPDES, SWM, CSMS, TMDL BMP's, WFRM, WRI, Watershed Plans, etc). Integrate elements.</p> <p>2. Integrate technical analysis from Watershed 2000 data gathering effort to assist with other Plan elements</p> <p>3. Conduct an Internal Fish Friendly audit to determine potential impacts within existing programs. Have cities, Co, parks, ag and forestry conduct internal audits</p> <p>4. Conduct citizen survey on social, economic, and environmental values. Develop a willingness to pay economic model.</p> <p>5. Document findings in summary report and in map / graphic format. Have findings peer and internally reviewed by SWAMPPT. Display on web site following review and PAC mtg.</p> <p>6. Present findings to LT/Board and City/Ag, Forestry Councils. Secure approval for staff to implement fish friendly actions with low cost, immediate benefit based on audits.</p>	<p>1. Identify basin-wide vision and goals (using previous plans, WRI). Further define issues that recognize subregional and multi-sector variation.</p> <p>2. Identify existing programs/projects opportunities & constraints. Determine how each major program could be modified to support goals.</p> <p>3. Identify changes that need to or should be made to comply with ESA, 4(d), Metro Goal 5 and other initiatives.</p> <p>4. Identify potential additional projects, program elements, behavioral changes needed to achieve goals</p> <p>5. Identify the range of actions from "avoid take" to "fish recovery"</p> <p>6. Based on fish-friendly audit and approved actions, submit draft list of programs for NMFS review as part of a 4(d) limitations package.</p>	<p>1. Develop ecological, social, and economic value criteria to assess the adequacy of existing / proposed options to meet goals.</p> <p>2. Conduct short and long term cost / benefit analysis of options for improvement</p> <p>3. Identify environmental, economic, and social impacts of proposed options</p> <p>4. Determine alternative methods of achieving favored options that may be more cost effective / beneficial, if any</p> <p>5. Identify and implement early action projects with low cost, high benefit</p> <p>6. Have findings technically peer reviewed and internally reviewed by SWAMPPT.</p>	<p>1. Prioritize management actions based on criteria. Rank site specific projects and basin-wide programs. Cross rank by watershed, overall basin, and jurisdiction.</p> <p>2. Conduct a "gut check" of the prioritization</p> <p>3. Develop a long term funding strategy for actions (fees, licenses, dp, etc)</p> <p>4. Determine responsible parties for each action, cost sharing opportunities</p> <p>5. Prepare draft IGA's or other commitments for plan implementation by stakeholders. Develop a long term communication and coordination framework.</p> <p>6. Have findings technically peer and internally reviewed by SWAMPPT. Present outcome of prioritization to LT/Board, City, Ag, Forestry Councils.</p>	<p>1. Write and graphically depict plan that includes watershed assessment, criteria, mgmt actions, funding, responsible parties, & activity coordination.</p> <p>2. Distribute to all for comment via web site and email. Gather comments (esp from NMFS and PAC) and modify draft accordingly.</p> <p>3. Secure commitment to implement the plan from stakeholders</p> <p>4. Secure commitment to fund and implement the plan from stakeholders</p> <p>5. Finalize Plan.</p> <p>6. Have the appropriate stakeholder Boards and Councils adopt the Plan.</p>	<p>1. Integrate actions into capital programs and other funding strategies</p> <p>2. Monitor the Plan activities, report progress to NMFS, and update accordingly as conditions change</p> <p>3. Conduct yearly Forums to track progress of management actions</p> <p>4. Conduct fish surveys & water quality trending analysis, and aerial imaging to determine changes over time. Publicize results in a "State of the Basin report" every 5 years.</p> <p>5. Implement an adaptive management strategy to address any problems that arise during implementation.</p>
Public Involvement Communications	<p>1. Following LT and Board, submit mpp to city staff and councils. Make presentation to councils and city managers. Secure verbal commitment of their participation</p> <p>2. Update the watershed council, USAAC on the mpp. Meet with Ag and Forestry key representatives to determine their level of participation in new process</p> <p>3. Develop a Parties of Interest (POI) email list for regular project updates. Circulate the mpp to POI's via email.</p>	<p>1. Prepare a link to USA web page dedicated to ESA Planning. Publicize its presence.</p> <p>2. Reconvene former watershed project committees, update them on status of actions, determine their level of participation in new process</p>	<p>1. Put mailer inserts into bills. Put information into ag and forestry news media.</p> <p>2. Hold a PAC meeting to begin project, review scope and IGA's/MOA's, and sign information sharing agreement.</p> <p>3. Hold open house / Forum for basin in Hillsboro. Gather issues and information from watershed citizens. Early April for elected officials, Late April for citizens.</p>	<p>1. Follow public involvement process outlined in Watershed 2000 project</p> <p>3. Present findings and open house comments to POI's via email, watershed council and USAAC via meeting, and on USA web site</p>	<p>1. Hold a PAC meeting to review findings of technical analysis and fish friendly audits. Identify issues to resolve.</p> <p>2. Work with cities to conduct at least 2 open houses to present findings.</p>	<p>1. Hold a PAC meeting to review and comment on vision, goals, list of opportunities and constraints, and options. Collect potential criteria for prioritization.</p> <p>2. Provide results of meeting to POI's and on web site</p>	<p>1. Hold a PAC meeting to review criteria and evaluate findings and options against the criteria.</p> <p>2. Provide results of meeting to POI's and on web site</p>	<p>1. Hold two PAC meetings to review proposed prioritization, funding, responsibilities. Obtain agreement on the proposal</p> <p>2. Work with cities, ag and forestry to conduct at least 2 open houses to present proposal</p> <p>3. Present prioritization outcome and open house comments to POI's via email, watershed council and USAAC via meeting, and on USA web site</p>	<p>1. Hold PAC meeting to give final approval of Plan and close out project.</p> <p>2. Provide draft and final plan to POI's, watershed council, USAAC and on web site. Request support and approval by USAAC to take Plan to Board for approval.</p> <p>3. Submit plan to State and NMFS for approval</p>	
At a Glance										
Board / Commissioners	4	5	2	2	2	2	2	2	5***	5***
Governing Boards, Councils	4	5	2	2	2	2	2	2	5***	5***
Watershed Council & USAAC	3	2	2	3	3	3	3	3	4	4
Interagency groups*	3	2	2	3	4,5	2	3	3	4	4
Parties of Interest (POI's)**	2	2	2	2	2	2	2	2	2	2
SWMPPT	6	6	6	6	6	6	6	6	6	6
Project Advisory Committee	1	2	2	3	3	3,4	4	4,5	4,5	4,5

* Interagency groups include: planning directors, city committee, water managers, coordinating committee, waste co managers, parks providers, TB PAC

**Parties of Interest include: POI's, PAC's, friends groups, misc. interested citizens, and all committee/group members of all listed groups in mpp

***Each governing body will have authority over portions of the plan appropriate to their jurisdiction

Codes: 1) no involvement 2) receive written info / updates 3) sounding board 4) develop formal group recommendation 5) take formal action to accept or approve 6) staff work