

## Willamette Valley Resilience Compact

WHEREAS, the Willamette Valley, as defined here, is comprised of the following nine Oregon counties and the communities included therein: Washington, Multnomah, Clackamas, Marion, Polk, Yamhill, Benton, Linn and Lane; and

WHEREAS, the Willamette Valley holds a storied position in the nation's history as a land of promise and prosperity; and

WHEREAS, the Willamette Valley provides a highly desired quality of life that communities across the nation strive to obtain; and

WHEREAS, the Willamette Valley holds some of the nation's most productive agricultural lands capable of providing sustenance and economic growth; and

WHEREAS, the counties of the Willamette Valley are home to more than 2.6 million Oregonians representing 70% of the State of Oregon's total population; and

WHEREAS, the population of the Willamette Valley is projected to reach 4 million by 2050, nearly twice the population recorded in the year 2000; and

WHEREAS, the Great Recession of 2007 – 2009 resulted in double-digit unemployment rates within six of the Valley's counties, and double-digit unemployment persists in many counties; and

WHEREAS, trying economic conditions have placed considerable strain on local government capacity to deliver services throughout the Valley; and

WHEREAS, population growth, stress on resources, unemployment, and fiscal instability pose long term risks to the resilience of the Willamette Valley community; and

WHEREAS, the 2010 Oregon Climate Assessment Report by the Oregon Climate Change Research Institute identifies near and long term changes and variability in the prevailing climate of the Willamette Valley to include increases in temperature; shifts in precipitation and streamflow; changes in vegetation types and distribution; a higher frequency and intensity of extreme weather events, drought, and flooding events; and significant decline in snowpack; and

WHEREAS, these changes may pose an additional hazard and cost to the resilience of local communities, including, but not limited to: consequences for public health such as increased instances of heat illness, asthma, and respiratory disease; reduced air and water quality; impacts on critical infrastructure for transportation, communications, energy generation and transmission, water and sewer; loss or shifts in economic productivity of agriculture, timber, tourism and

other industries; increased strain on social and emergency services; and shifts in wildlife habitat and loss of culturally important species; and

WHEREAS, significant environmental and economic benefits may accrue to communities that develop a strategy to address these threats in an integrated manner; and

WHEREAS, collaboration among public, private and non-profit sectors across the Valley may provide opportunities to improve community resilience, defined here as a community's ability to reduce vulnerabilities, incorporate trends of change over time into planning (whether economic, institutional, social, or cultural) and facilitate adaptation in the face of a changing climate; and

WHEREAS, the ingenuity, creativity and resilience of the people of the Willamette Valley are equal to the task of providing for the ongoing prosperity of the Valley's residents; and

WHEREAS, the Willamette Valley's residents have long been recognized nationally as pioneers in participatory democracy and transparency in public affairs; and

WHEREAS, the local governments and institutions of the Willamette Valley have a long history of successful collaborations in service delivery and the protection of the quality of life for the people of the Valley; and

WHEREAS, due to various economic, social and environmental factors, there exists a need in the Willamette Valley for jurisdictional collaboration on issues pertaining to public health and emergency management; energy, food, and water; and ecosystem service protection and restoration; and

WHEREAS, the jurisdictions of the Willamette Valley recognize that management of these shared risks are more effectively dealt with collectively and that there is a desire to expand their resource base and existing collaborations by addressing these issues through a regional effort;

NOW, THEREFORE, EACH PARTY TO THIS COMPACT AGREES AS FOLLOWS:

Section 1. That each party recognizes the importance of mutual cooperation among local governments, institutions and regional entities throughout the Willamette Valley in achieving resilient and prosperous communities that serve the needs of all of the Valley's communities and residents.

Section 2. That, in recognition of the interdependence of Willamette Valley communities, each party will to the greatest extent they deem practical, consider applying a regional perspective on local matters of resilience where decisions could compromise another jurisdiction's ability to adapt to a changing climate.

Section 3. That each party will identify legislative issues of regional importance on issues that could further or hinder resilience, and where each party deems appropriate, formulate common positions and move forward with collective recommendation. Procedures for identifying priority issues and developing a collective lobbying strategy will be outlined in an accompanying document.

Section 4. That each party will collectively identify opportunities for collaboration on pursuing and securing funding for regional resilience research and projects.

Section 5. That each party shall assist, to the extent that resources are available, in the creation of a Willamette Valley Resilience Strategy, to further local and regional goals and objectives. The Strategy will include, but is not limited to, development of priority actions that address the following components:

- a. Reducing and responding to threats described above such as public health stressors (e.g. heat waves) and disasters (e.g. floods, fires);
- b. Safe guarding and sustaining regional water, food, and energy supplies;
- c. Protecting and enhancing regional ecosystem services; and
- d. Engaging with research universities, professional programs and schools, nonprofits, and state and federal agencies including but not limited to Department of Land Conservation and Development, Oregon Climate Change Research Institute, Oregon Partnership for Disaster Resilience, and Oregon Health Authority to:
  - (a) Identify Valley-wide economic development opportunities that respond to the risks and opportunities of a changing climate;
  - (b) Share and scale best practices developed by parties to this Compact; and
  - (c) Share data and research germane to regional decision-making.

Section 6. That each party will appoint a representative to a Steering Committee and working groups as further defined in accompanying documents.

Section 7. That each party has the right to withdraw from the Compact at any time.

*This MOU is a statement of intent by the Parties and is not a binding legal agreement. This MOU memorializes the intent of the Parties to enter into discussions with respect to potentially beneficial collaboration efforts; however, nothing in this MOU gives rise to any legally binding or enforceable obligation, liability or agreement, whether jointly or separately. This MOU may not be relied upon as a basis for contract by estoppel or serve as the basis for a claim based on detrimental reliance or any other theory. Nothing in this MOU waives any existing policies of any of the Parties, nor prohibits any of the Parties from maintaining or enforcing its current policies or agreements. The Parties are not, through this MOU, entering into any obligations with respect to any discretionary or regulatory action, including but not limited to zoning, variances, dedications, vacations, regulatory plan reviews, issuances of permits, code compliance or any other governmental approvals or regulatory actions which may be required or authorized. The Parties should seek confer with their own legal counsel as may be needed for signing this MOU.*

APPROVED AS TO FORM

*James H. Van Dyke*  
 DW 4/2/12  
 CITY ATTORNEY