EXHIBIT B

INTERGOVERNMENTAL AGREEMENT
CONFIRMING ONGOING EFFORTS FOLLOWING TITLE 13 COMPLIANCE

This INTERGOVERNMENTAL AGREEMENT CONFIRMING ONGOING EFFORTS FOLLOWING TITLE 13 COMPLIANCE ("Agreement") is between the CITY OF PORTLAND, OREGON, an Oregon municipal corporation (the "City"), and METRO, a metropolitan service district organized under the laws of Oregon and the Metro charter ("Metro") (collectively, the "Parties") and is effective on the last date of signature below (the "Effective Date").

RECITALS

WHEREAS, Metro has determined that the City of Portland is in substantial compliance with Title 13, Nature In Neighborhoods, of the Urban Growth Management Functional Plan ("Title 13") based on the City's updated Natural Resource Inventory and existing regulatory and non-regulatory programs;

WHEREAS, the City and Metro agree that ongoing long-term efforts and partnerships will be needed to sustain healthy watersheds over time;

WHEREAS, following the determination of substantial compliance with Title 13, the City intends to continue its natural resource protection and enhancement efforts which include completing certain multi-objective projects and continuing ongoing programs to meet watershed health goals;

WHEREAS, these efforts are among multiple City efforts to comply with applicable environmental regulations, including the Clean Water Act, Endangered Species Act, and Title 13;

WHEREAS, the City has a number of unique natural resource areas that require balancing and integrating goals for protecting and restoring habitat with regional goals for livable communities and a strong economy;

WHEREAS, the City and Metro intend to collaborate on issues of regional interest and concern, striving to continue meeting the purposes of Title 13 and other Regional Urban Growth Management Functional Plan titles; and

WHEREAS, the Parties intend this Agreement to be a statement of the Parties' intent to meet the obligations described and not a City or Metro work plan or binding Agreement.

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NOW, THEREFORE, the Parties agree as follows:

1. CITY OBLIGATIONS

a. Notwithstanding any other provision of this agreement, the City's ability to implement projects and programs outlined in Section 1 is contingent on funding availability and the City Council's appropriation of funds. The City may also pursue additional or different project program priorities as directed by the City Council or identified through the Comprehensive Plan update. These changes will not require an amendment to this Agreement, but will be described in periodic progress reports described in Section 3.

b. The City will work toward completion of the following projects:

i. Phase 2 planning effort for West Hayden Island ("WHI") (currently underway). If the City annexes WHI then the city will, in a timely manner, submit a separate request for determination of substantial compliance with Title 13 with respect to WHI (status: underway; projected completion: December 2012).

ii. Comprehensive Plan Update (status; underway; projected completion: 2014, with acknowledgement in 2015).

iii. Update the Willamette Greenway Plan and regulations.
(Central Reach status: underway; projected completion 2015, follows Comprehensive Plan acknowledgement;
North Reach status: underway; projected completion: 2016, follows Comprehensive Plan acknowledgement; and
South Reach status: not started; projected initiation: 2014).

iv. Update existing plans and regulations for the Columbia Corridor (status: not started; projected initiation: post completion of Willamette Greenway Plan update).

c. For projects identified in Section 1.b., the City will strive to address conflicts using approaches that integrate, optimize and advance local and regional goals for watershed health, economic prosperity, community livability and equity, and other relevant City goals and policies. The City will consider guidance expressed in the Portland Plan and a wide array of other plans and policies (including, but not limited to, the Portland Watershed Management Plan and Portland Economic Opportunities Analysis).

d. The City intends to invest in ongoing programs to preserve, enhance, and restore watershed conditions, protect public health, safety, and meet regulatory mandates, including but not limited to:

i. Implementation of the adopted Citywide Tree Policy and Regulatory Improvement Project ("Citywide Tree Project") package;

ii. Implementation of the City's Invasive Plant Management Strategy (such as public education and outreach, invasive plant control and code enforcement);

iii. Willing-seller land acquisition;

iv. Watershed revegetation;

v. Watershed monitoring (including, but not limited to, Portland Area Watershed Monitoring and Assessment Program (PAWMAP);

vi. Community stewardship and education programs.

e. The City will continue to explore tools and approaches to protect, conserve and restore riparian corridors, wetlands, and upland resource areas, including headwater areas.

2. JOINT OBLIGATIONS

The City and Metro will identify and, as funding allows, pursue opportunities to collaborate on the following efforts. These collaborations are expected to take place both in conjunction with specific projects and also in conjunction with long-term or ongoing program efforts. The City and Metro will seek innovative solutions that benefit both parties and the region as a whole.

a. Completion of Phase 2 of the WHI planning process, including the development of potential plans and programs so that if the City annexes WHI these plans and programs will substantially comply with Title 13 requirements for a West Hayden Island "District Plan";

b. Portland Comprehensive Plan update, including the development of policies to integrate and advance goals for watershed health, jobs and industrial land supply;

c. Willamette River and Columbia Corridor Planning, including opportunities to strengthen the roles of the Willamette River and Columbia River as local and regional environmental, economic, and recreational resources;

d. Planning for and responding to state or federal regulatory requirements, including potential changes relating to Endangered Species Act (ESA) requirements in floodplains under Federal Emergency Management Agency (FEMA) jurisdiction;

e. Addressing long-term maintenance of publicly acquired open space lands;

f. Seeking funding to support watershed health and monitoring and tracking watershed conditions; and

g. Exploring approaches to:

i. address ecosystem services in local and regional decision making;

ii. integrate parks, trails, natural resources and habitat-friendly development design and practices in land use and transportation planning efforts, including approaches appropriate for industrial and employment use sites;

iii. improve watershed functions, habitat connectivity, and invasive species control through conservation and restoration of regional biodiversity as outlined in the Regional Conservation Strategy and the Greater Forest Park Conservation Initiative; and

iv. mitigate and adapt to climate change.

3. REPORTING

The City, in consultation with Metro, will provide to the Metro Director of Planning and Development a written summary of progress on the City and the Parties' joint obligations outlined in this Agreement. This summary will be provided in addition to and in conjunction with existing Title 13 reporting requirements, specifically requirements to report on non-regulatory program accomplishments on a bi-annual basis. Metro Code Section 3.07.1360(C)(1). The City will post these reports on the Bureau of Planning and Sustainability website.

4. TERM OF AGREEMENT; TERMINATION

This Agreement shall be effective for ten (10) years from the Effective Date. This Agreement may be terminated by either party on 30 days written notice to the other party.

5. OTHER AGREEMENTS

This agreement does not affect or alter any other agreements between Metro and the City.

6. AUTHORITY

The City and Metro each warrant and represent that each has the full power and authority to enter into this Agreement; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City or Metro, respectively.

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IN WITNESS WHEREOF, the Parties have signed this Agreement effective as of the Effective Date.

CITY OF PORTLAND

By: _____
Susan Anderson, Director
Bureau of Planning and Sustainability

_____
Dean Marriott, Director
Bureau of Environmental Services

_____
Mike Abbate, Director
Bureau of Parks and Recreation

APPROVED AS TO FORM

By: _____
City Attorney

METRO

By: _____
Martha J. Bennett, Chief
Operating Officer

APPROVED AS TO FORM

By: _____
Assistant Attorney