

EXHIBIT 1

CITY OF PORTLAND
PORTLAND STATE UNIVERSITYINTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between City of Portland, hereinafter referred to as SPONSOR and Portland State University, hereinafter referred to as UNIVERSITY, for the project titled SOUTHWEST CORRIDOR EQUITABLE HOUSING STRATEGY.

RECITALS

WHEREAS SPONSOR desires UNIVERSITY'S services on the project named above, in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

UNIVERSITY agrees to perform for SPONSOR the services described Scope of Work, ATTACHMENT A hereto, incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by 09/30/2017. Performance may be extended for an additional six-months by written mutual consent between the parties. Any extension after termination shall be retroactive to the date of termination. Costs may be incurred for this Agreement from 12/01/2016.

ARTICLE III - SCIENTIFIC PERSONNEL

LISA K. BATES is responsible for the implementation of the research and tracking of community development and stability conditions in the corridor as part of the SOUTHWEST CORRIDOR EQUITABLE HOUSING PROJECT under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace LISA K. BATES without prior written approval of the SPONSOR.

ARTICLE IV - CONSIDERATION

Fixed Price: In consideration of UNIVERSITY's performance of the Project, SPONSOR shall compensate UNIVERSITY for the cost of the Project in a fixed price amount of \$15,000 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget").

UNIVERSITY shall invoice SPONSOR according to this schedule: \$10,000 invoiced upon execution of the contract and \$5,000 at the midpoint of the contract period or upon satisfactory completion of the final deliverable.

SPONSOR shall pay UNIVERSITY within thirty (30) days of receipt of any invoice. UNIVERSITY shall submit invoices by mail or electronic means to the SPONSOR's Financial Contact indicated in ARTICLE XVI.

Invoices for work accomplished under this Agreement shall be submitted, no more frequently than quarterly, to

JOE ZEHNDER
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201

SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. All payments to UNIVERSITY under this Agreement shall be made by check or wire transfer in accordance with the payment instructions provided with each invoice. For purposes of identification each wire or check payment must refer to the Project title, the Research Agreement number, and the name of the PI.

ARTICLE V - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to SPONSOR:

Joe Zehnder
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201
Joe.Zehnder@portlandoregon.gov
503-823-7590

If to UNIVERSITY:

Jennifer Ward
Portland State University
Sponsored Projects Administration
PO Box 751 (SPA)
Portland, OR 97207-0751
awards@pdx.edu
503-725-9900

ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as stated in ATTACHMENT A, SCOPE OF WORK.

UNIVERSITY and SPONSOR shall meet on monthly basis to ensure progress towards completion of said tasks and related efforts funded by other sources.

UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY'S performance hereunder.

ARTICLE VII - PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or otherwise publicly disclose any results of the Project conducted by UNIVERSITY. At least thirty (30) days prior to submission for publication or disclosure, UNIVERSITY will submit a copy of any proposed manuscript or other disclosure relating to the Project SPONSOR.

SPONSOR may review such manuscript to identify patentable subject matter and any inadvertent disclosure of SPONSOR Confidential Information. Should SPONSOR identify patentable subject matter, SPONSOR may request that UNIVERSITY file and prosecute a patent application, and delay publication for period of time not to exceed an additional thirty (30) days if necessary to permit the preparation and filing of such patent application.

UNIVERSITY may use, reuse, and analyze the data developed by UNIVERSITY during the course of the Project for teaching or research purposes.

ARTICLE VIII - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, UNIVERSITY agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such in writing and supplies to UNIVERSITY during the course research performed under this Agreement. Such information will not be included in any published material without prior approval by SPONSOR.

ARTICLE IX - INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, UNIVERSITY shall indemnify SPONSOR against any liability for damage to life or property arising from UNIVERSITY'S actions under this Agreement provided, however, UNIVERSITY shall not be required to indemnify SPONSOR for any such liability arising out of the wrongful or negligent acts of employees or agents of SPONSOR.

Subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 9, SPONSOR agrees to be responsible, assume liability and indemnify UNIVERSITY for SPONSOR'S own wrongful or negligent acts or omissions, or those of its officers, agents, employees or representatives provided, however, SPONSOR shall not be required to indemnify UNIVERSITY for any such liability arising out of the wrongful or negligent acts of employees or agents of UNIVERSITY.

ARTICLE X – CONTROLLING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE XI – ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XII - COPYRIGHT

UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this agreement. SPONSOR shall have irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish or otherwise disseminate such copyrighted materials. SPONSOR has unrestricted access to use data and information from the report for non-commercial purposes.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to UNIVERSITY shall be prorated to and include the day of termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

PORTLAND STATE UNIVERSITY

CITY OF PORTLAND

Signed: _____

Signed: _____

Name: _____

Name: Ted Wheeler

Title: _____

Title: Mayor

Date: _____

Date: _____

Primary Contact Person: Joe Zehnder

Phone Number: 503-823-7815

Email: Joe.Zehnder@portlandoregon.gov

APPROVED AS TO FORM

City _____ Attorney _____

Attachment A: Scope of Work

Attachment B: Budget

ATTACHMENT A

SCOPE OF WORK

Naturally occurring affordable housing: market changes and preservation opportunities

A PSU research team will build upon the analysis created for the Powell-Division transit project assessment of the potential for gentrification and displacement and understanding overall affordable housing needs on a new transit line. The Southwest Corridor project will extend the methods used for assessing housing needs and understanding the investment choices of property owners to the new light rail extension area.

1. Estimate housing needs and mismatch for corridor, as in Powell-Division station areas.
2. Produce report on the market for multifamily rental properties in Portland and along the SW corridor for 2010-2015, using the methods and template of the Minneapolis Housing Partnership's *Sold Out* report. This report will align the analysis of multifamily property sales with the BPS gentrification study and the PHB State of rental housing in order to discuss the impact of sales of existing multifamily rental on neighborhoods and households. It will include a review of literature and best practices for policy and programmatic responses to the loss of naturally occurring affordable housing.
3. Facilitate discussions of policy and finance tools with Minneapolis-St Paul policymakers and nonprofit housing organizations, primarily through Minneapolis Housing Partnerships and the University of Minnesota Center for Urban and Regional Affairs. An emphasis will be made to engage affordable housing practitioners who work at the intersection of affordable housing and transit such as those involved in The Big Picture Project for the Minneapolis/St. Paul Green Line and the Southwest LRT Community Works Housing Strategy. Assist in information exchange and planning for future policy development and implementation evaluation. Best practices to explore include capital funds designed to preserve naturally existing affordable housing near new transit investments:
 - a. Minnesota Housing Fund's NOAH Impact Fund
 - b. Denver's Urban Land Conservancy's TOD Fund
 - c. Bay Area TOAH Fund
 - d. Regional Equitable Development Initiative Fund in the Puget Sound region

Deliverables:

1. Discussions (ex. conference calls) between PSU, BPS, and Minnesota housing practitioners and community partners
2. Coordinate with BPS as they host site visits by Minnesota housing practitioners and community partners
3. Written report on housing needs analysis, national best practices, and strategies and implementation structures Portland should explore further to preserve existing naturally occurring affordable housing
4. Coordinate with BPS's Housing Work Group and their consultants working to develop a Southwest Corridor Equitable Housing Strategy. Dr. Bates or a graduate student assistant will join the Work Group's monthly meeting throughout the duration of this contract.

Report completion date: Sept 1, 2017

Attachment B

Budget

Title: Naturally occurring affordable housing

PI: Lisa Bates

Sponsor: BPS

Indirect

Rate: 26%

Period: 1/1/17 - 9/16/17

Description	Term / Appt	FTE	Months	Year 1	Total
Salaries & Wages					
GRA	9	0.45	6.0	8,065	8,065
Other					-
Hourly Wages	Hourly Rate	# Hours	# Weeks		
Hourly Student	\$ 16.25	16	13.0	3,380	3,380
Fringe Benefits		OPE%			
GRA		2.0%		161	161
Other				-	-
Hourly Student		8.8%		299	299
Subtotal - Personnel				11,905	11,905
Other Direct Costs					
Other					-
Travel					
Subtotal - Other Direct Costs				-	-
Total Direct Costs				11,905	11,905
Indirect Costs				3,095	3,095
GRAND TOTAL				15,000	15,000