

EXHIBIT 1
30005201
CITY OF PORTLAND
PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL 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 BUILDING HEALTHY CONNECTED COMMUNITIES ALONG THE POWELL-DIVISION CORRIDOR PROJECT.

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 09/01/2015.

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 BUILDING HEALTHY CONNECTED COMMUNITIES ALONG THE POWELL-DIVISION CORRIDOR 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 \$48,500 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget").

UNIVERSITY shall invoice SPONSOR according to this schedule: \$28,500 invoiced upon execution of the contract and \$20,000 upon 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

To the extent permitted by Oregon Law (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.

To the extent permitted by Oregon Law (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 unlimited, transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use for non-commercial purposes.

ARTICLE XIII - PATENTS AND INVENTIONS

All patentable inventions, discoveries, or improvements conceived or developed as a result of performing the Project by UNIVERSITY personnel ("University Inventions") shall be owned by UNIVERSITY in accordance with UNIVERSITY policy. All such patentable inventions made by SPONSOR personnel shall be owned by SPONSOR, and all such patentable inventions for which the inventors include both UNIVERSITY and SPONSOR personnel shall be jointly owned.

It is anticipated that there will be no University Inventions under this Agreement. However, in the event that any University Inventions are created, conceived or developed as a result of performing the Project by UNIVERSITY, UNIVERSITY shall promptly disclose any such University Inventions to SPONSOR.

In accordance with the consideration being paid by SPONSOR to UNIVERSITY, described in Article IV, UNIVERSITY shall provide to SPONSOR a non-transferable, non-exclusive, free license to any such University Invention for use by the SPONSOR for municipal purposes only.

ARTICLE XIV - 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: Charlie Hales

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**Powell-Division Bus Rapid Transit Corridor Planning: PSU research**

New transit investments can be a double-edged sword for equity in communities. Transit investments improve community's mobility and access and may improve health with reduced driving nearby. However, there is also the potential for transit-oriented development to spur gentrification and displacement if affordable housing is lost. Citywide needs for affordable housing for transit dependent households demonstrates the importance of transit oriented development with inclusive housing choices. The set of research projects conducted by PSU will support the planning of the Powell-Division Bus Rapid Transit corridor by providing data and analysis about equity impacts, anticipating neighborhood change, and the potential for housing preservation near station areas. This work is important for learning how to mitigate potential negative effects in order to support inclusive communities with access to transit for lower-income and transit dependent households.

Framework for equity analysis

The study will first create a framework for considering the potential positive and negative impacts of a new transit investment. This framework focuses on changes in transit access to jobs for low and moderate income workers and changes in housing value or rents as the most important outcomes. It also considers accessibility and safety around station areas; commercial centers; public space and parks as additional components of the investment.

Housing and neighborhood analysis: baseline and change

The study builds on the Gentrification and Displacement Study methodology to assess the updated household vulnerability and housing market change indicators and to conduct additional analysis on housing needs. These data can be used to prioritize program and resource development and to evolve strategies as changes in market conditions continue.

- Continued updating of the neighborhood typology by BPS informs the anticipation of housing market change in different segments of the corridor. Tracking change going forward will allow an anti-displacement strategy to evolve to address hot markets.
- The baseline population and housing analysis helps to assess current needs in the corridor with data on housing conditions, affordability, and specific vulnerable household types. These data will help prioritize housing and tenure types, income levels, and/or particular communities in most need of stabilization and new housing options.

Housing Preservation: background research for program development

Most low-income renters do not live in subsidized housing. The market-rate low-cost housing they live in is often endangered by poor conditions and financial instability, especially small rental properties and single family homes. Some cities have developed "light touch" subsidy and technical assistance programs for owners of small rental properties to stabilize properties and preserve affordability. This study first seeks best practices from existing programs for preserving unsubsidized rental housing. Second, the study will interview owners of properties near Powell-Division station areas to understand their needs for technical assistance, financial recapitalization, and property upgrades or repairs, with the aim of developing priorities for a preservation fund or program. It is important to understand the issues and perspectives of these owners to develop an incentivizing program.

Deliverable Dates

Progress Report September 30, 2016.

Final Report (to Metro), September 30, 2017

ATTACHMENT B

Project Budget

Title: Deep Carbon Reductions in the Transport Sector: Impacts on Affordability and Displacement

PI: Lisa Bates

Sponsor: City of Portland

Period: 9/1/15-9/30/16

Description	Hourly Wages	# of Hours	Year 1	Notes
Hourly Students	\$ 15.00	970.0	14,550	
Fringe Benefits		%		
Hourly Student		9.1%	1,323	
Subtotal - Personnel			15,873	
Subtotal - Other Direct Costs			-	
Total Direct Costs			15,873	
Indirect Costs		26.0%	4,127	
GRAND TOTAL			20,000	