

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 DEEP CARBON REDUCTIONS IN THE TRANSPORT SECTOR: IMPACTS ON AFFORDABILITY AND DISPLACEMENT.

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 in TASK 2.5 in 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 09/30/2016. Performance may be extended for an additional six-months by written mutual consent between the parties, so long as this Agreement is extended within 270 days of its expiration. 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 DEEP CARBON REDUCTIONS IN THE TRANSPORT SECTOR: IMPACTS ON AFFORDABILITY AND DISPLACEMENT program 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 \$20,000 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget").

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

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, TASK 2.5.

UNIVERSITY and SPONSOR shall meet on monthly basis to ensure progress towards completion of task 2.5 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 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 - 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.

UNIVERSITY shall offer to SPONSOR a non-transferable, non-exclusive, free license to any such University Invention non-commercial 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 (Task 2.5)

Task	Description	Time Period
Activity 1: Support Cascadia Cities' Participation in the CNCA		
Task 1.1	Include Cascadia member cities in all relevant CNCA activities in 2016 (activities described in Supplemental Attachment 1).	Throughout 2016
Task 1.2	Include Cascadia member cities in CNCA's 2016 annual meeting (exact date and location TBD).	sometime between April-June 2016
Activity 2: Portland Transit and Affordability Study: Can urban transportation decarbonize without reducing affordability and increasing displacement in Portland?		
Task 2.1	Household Vulnerability Gentrification and Displacement Risk Analysis Build upon the citywide assessment of household vulnerability to understand the potential housing mismatch in the corridor, focusing on census tracts with a three or more vulnerability characteristics based on the citywide analysis. Document the specific characteristics of households by geography within the Powell-Division corridor. <i>Lead: Dr. Lisa Bates, Assistant Professor, Portland State University</i>	September 2015 – January 2016
Task 2.2	Housing Field Study Assessment Apply the Housing Field Study recently completed by Portland for the Powell-Division potential major station areas to identify properties that may be likely candidates for redevelopment by the private sector; this analysis will also consider improvement to land value, construction costs, real estate trends, and other relevant data. This assessment will be provided to Portland State University to aid in the development of the model identified in Task 2.5. <i>Lead: Radcliffe Dacanay, Management Analyst, City of Portland</i>	September 2015 – January 2016
Task 2.3	Meta-analysis of Conversion Effects of High Capacity Transit and Assessment of Transit Proximity on Housing Cost and Type Complete an economic meta-analysis of existing case studies of property values and of the conversion effects of high-capacity transit investments. Assess the types of housing associated with bus rapid transit station area development. <i>Lead: Dr. Lisa K. Bates, Assistant Professor, Portland State University</i>	October 2015 – March June 2016

Task 2.4	Property Owner/Property Manager Survey Interview property owners and managers of rental housing (duplex through multi-family) in and near major station opportunity areas to understand their perspectives about the potential impact of the bus rapid transit investment and learn about their short and long-term plans for their properties to understand the future of rental housing in the corridor. <i>Lead: Dr. Lisa K. Bates, Assistant Professor, Portland State University</i>	February 2016 – May-June 2016
Task 2.5	Model Potential Movement of Vulnerable Households Using the results of Tasks 2.2 – 2.4, design and perform a simple and replicable model to analyze which households/household types are more likely to be displaced from the corridor, to which census tracts displaced households are likely to move, and the likelihood of those displaced households to use transit to commute or to meet other daily transportation needs. <i>Lead: Dr. Lisa K. Bates, Assistant Professor, Portland State University</i>	April 2016 – July <u>September</u> 2016
Task 2.6	Model Carbon Emissions Associated with Household Movement Using the research and results of Task 2.5, assess the likely change in carbon emissions based on changes to modeled daily transportation mode patterns. <i>Lead: Consultant to be selected through competitive process</i>	March 2016 – September <u>October</u> 2016
Task 2.7	Disseminate Methodology Produce clear methodology for a replicable linked model of transit, housing, displacement, and carbon impacts to enable similar analysis in other cities. Share with CNCA, C40, and USDN cities, and seek opportunities to present the approach and findings at workshops, conferences, and meetings. Present findings in detail to counterparts in Seattle and Vancouver. <i>Lead: Project team; for contact with other cities, Michael Armstrong, City of Portland</i>	Final documentation complete September <u>October</u> 2016

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	