

EXHIBIT 1

187945

Metro Contract No. 934222

City of Portland Contract No. 30005385

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 (hereinafter "Metro"), and City of Portland (hereinafter "City").

RECITALS

1. The City is implementing a project titled "Deep Carbon Reduction in the Transport Sector: Impacts on Affordability and Displacement" which aims to address issues of displacement and gentrification through research and policy development, using Portland as a test case.
2. The City is interested in using research and results from an associated analysis of potential displacement from the Powell-Division potential major station areas to assess the likely change in carbon emissions based on shifts in modeled daily transportation mode patterns.
3. Metro has the transportation emissions modeling experience and tools to conduct this assessment on the City's behalf.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

PROVISIONS OF AGREEMENT

1. **Term of Agreement.** This Agreement shall be effective on the date of the last signature below and shall remain in effect through December 31, 2016 unless terminated earlier under the provisions of this Agreement.
2. **Metro's Responsibilities**
 - a. To perform the services described in Attachment A.
 - b. Make available to City all research results, data, conclusions and reports generated for and regarding the Project.
 - c. To comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement
3. **City's Responsibilities.**
 - a. Furnish the necessary data, materials, and services and otherwise do all things necessary for or incidental to aiding Metro's performance of work set forth in Attachment A.
 - b. In consideration for the services Metro completes and delivers under this Agreement and identified in Attachment A, City shall pay Metro a sum not to exceed TWENTY-

FIVE THOUSAND and 00/100TH DOLLARS (\$25,000.00). The price includes all fees, costs and expenses of whatever nature. Payment will be made as provided for by section 4 below.

c. Certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

d. To comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement

4. Billing invoices and payment for services. Metro is to bill City invoices for the full costs of services incurred on the project. Currently, Aaron Breakstone is assigned to the project, whose hourly billing rate for FY 16-17 is \$107.52.

a. Metro billing invoices to City must include:

- (i) Metro and City contract numbers;
- (ii) Remittance address;
- (iii) Invoice date;
- (iv) Invoice number;
- (v) Invoice amount;
- (vi) Itemized statement of expenses and work performed on each task and by whom during the billing period, and
- (vii) Memorandum describing the work completed during the billing period.

b. Metro billing invoices must not be submitted more frequently than monthly. Metro's billing invoices must be sent electronically to the City's project manager identified below.

c. City will issue payment within 30 days of invoice.

5. Access to Records. Metro and City shall have access to the books, documents, papers and records that are directly related to this agreement for the purpose of making any audit or performance examination. The parties shall maintain all fiscal records related to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain books, documents, and other records related to the subject Agreement and retain and keep accessible all such records for a period of six years from the date of final completion of this Agreement.

6. Ownership of Work Product. All work products relating to this Agreement shall allow City unrestricted access to use data and information. Notwithstanding, to the extent either party uses any of its own property created or developed, whether arising from copyright, patent, trademark, trade secret or other similar right, in the performance of this Agreement, such property shall remain the property of the party.

7. **Independent Contractors.** Each of the parties to this Agreement is an independent contractor, and neither party shall have the authority to act on behalf of or incur obligations on behalf of the other party.
8. **No Third Party Beneficiary.** Except as set forth herein, this Agreement is between Metro and City and creates no third party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to any third parties. Metro and City are the only parties to this Agreement and are the only parties entitled to enforce its terms.
9. **Assignment.** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.
10. **Integration.** This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.
11. **Severability.** If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.
12. **Notices; Project Managers.** All notices and other written communication between the parties under this Agreement must be given in writing to the address set forth below and is deemed received (a) upon personal service, (b) three (3) days after deposit in the United States Mail, postage prepaid, or (c) one (1) day after deposit with a nationally recognized overnight courier service. The parties appoint the following representatives for receiving notice and as project managers for this Agreement.

Metro: Aaron Breakstone
Research Center
600 NE Grand Ave., Portland, Oregon, 97232
Email: aaron.breakstone@oregonmetro.gov

City: Michele Crim
Bureau of Planning and Sustainability
1900 SW 4th Ave., Portland, Oregon, 97201
Email: michele.crim@portlandoregon.gov

The foregoing contacts may be changed by giving written notice. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended.

13. **Termination of Agreement**

This Agreement may be terminated as follows:

- a. By mutual written consent of both parties.

- b. By City, in whole or in part, upon written notice to Metro, or at such later date as may be established by City, under any of the following conditions:
 - i. If Metro commits any breach or default of any covenant, warranty, or obligation under this Agreement, or so fails to pursue the Work as to endanger performance of this Agreement in accordance with its terms. To be effective, City must give Metro written notice of City's intent to terminate. If Metro does not entirely cure such breach, default, or failure within fifteen (15) days after receipt of City's notice, or such longer period of cure as City may specify in the notice, then City may terminate this Agreement at any time thereafter by giving a written notice of termination.
 - ii. If City fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - iii. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way to prohibit the work under this Agreement or prohibit Metro from paying for such work from the planned funding source.

Any termination of this Agreement will not prejudice any rights or obligations accrued to the parties prior to termination. City is obligated to pay Metro for services performed prior to termination date.

14. **Insurance**

Metro and City of Portland are self-insured for general liability insurance and workers' compensation insurance coverages. Each party is responsible for the wages and benefits of its respective employees performing services under this Agreement.

15. **Indemnification**

- a. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, City shall indemnify, defend, and hold harmless Metro, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of City, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this Agreement.
- b. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, Metro shall indemnify, defend, and hold harmless City, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of Metro, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this Agreement.

This Agreement is dated as of the date of the latest signature below.

City of Portland

METRO

By: _____

By: *Jim Finkamp*

Title: _____

Title: Research Center Director

Date: _____

Date: 7/15/16

Approved as to form by
Legal Counsel
Date: _____

Coel
Approved as to form by
Office of the Metro Attorney
Date: 7/19/16

Metro Contract No 934222

City of Portland Contract No 30005385**Attachment A – Scope of Work****Deep Carbon Reductions in the Transport Sector: Impacts on Affordability and Displacement**

Summary of proposed project intent and approach

Purpose of project

The work outlined in this project summary builds on other research underway to analyze the relationship among high-capacity transit investments, housing affordability and carbon reduction. This project seeks to answer the question of whether it's possible to decarbonize urban transportation by quantifying the net change in carbon emissions associated with transit improvements across a range of displacement scenarios.

Metro's work on the project will be focused on assessing if and how displacement affects the net carbon impacts of proposed high-capacity transit investments along Powell-Division through the use of existing transportation models.

Partnership

The City of Portland wishes to undertake the proposed work as a partnership. Metro will take lead responsibility for designing and running the modeling work. The City of Portland and Metro, as part of a project team, will be responsible for:

- Determining the specific project scope and approach, including the various scenarios that will be run.
- Meeting periodically to provide strategic project guidance.
- Sharing the results of the work with policy makers and stakeholder groups

Limitations

Metro's emissions modeling is geared toward regional- or macro-scale assessments by aggregating household travel. As such, the project will provide projections on shifts to regional-scale carbon emissions, but will be less accurate at making small-scale projections. Both the City of Portland and Metro acknowledge the limitations of the project to provide accurate projections at a small-scale based on the limitations of the modeling and the assumptions made about household changes and movement.

Project approach

The City of Portland will provide Metro data provided by Dr. Lisa Bates, Portland State University, about household movement within the Powell-Division Corridor. This will be in the form of census tract household data that may be converted to transportation analysis zone (TAZ) data. The City of Portland will provide data to Metro by August 15, 2016.

Metro will take the data provided by Dr. Lisa Bates and will run various scenarios to estimate the projected carbon emissions impacts of household movement related to high-capacity transit investments along Powell-Division, including a scenario where successful anti-displacement strategies are in place. Metro will provide the model outputs for the various scenarios, as well as other relevant information (e.g. trip making or mode-splits for individual zones, ridership for high-capacity transit, etc.) to the City of Portland. Metro will provide the City of Portland with final deliverables and summary memo by September 30, 2016.

This analysis will be developed and documented to serve as a replicable model for conducting similar analysis in other cities. The analysis will use readily accessible data and the modeling of potential movement will be developed using simple methodologies and programs that are in common use and generally affordable to public agencies.

This work will help establish the basis for a long-term study to understand the impacts of high-capacity transit investments on both affordability and carbon emissions. The City of Portland will use the findings from Metro's work to assess the carbon impacts of modeled household movement in the region and lay the groundwork for targeted mitigation measures.

The City of Portland will share the findings and methodology to advance public policy discussions and enable pro-equity, low-carbon transportation investments in Portland and other cities around the world.