Exhibit AAMENDMENT NO. 1

CONTRACT NO. 30000595

FOR

Portland State University: Portland Single Family Weight Study 09-10

Pursuant to Ordinance No. 182741, City of Portland, a municipal corporation of the State of Oregon, hereafter known as "City," entered into an Intergovernmental Agreement with State of Oregon, acting by and through the State Board of Higher Education on behalf of Portland State University, hereafter known as "University," to collect data and report on amounts of garbage collected curbside at single family residences. The data collected by PSU is used by the Bureau of Planning and Sustainability (BPS) to set rates for garbage haulers citywide.

This Intergovernmental Agreement is hereby amended as follows:

- 1. Amend Article II, Agreement Period, to extend the term of the Intergovernmental Agreement to February 28, 2011.
- 2. Amend Article IV, Consideration, to provide additional compensation for the provision of an expanded scope of services. City agrees to pay University for additional services performed under this Agreement in an additional fixed price amount of \$15,050, above and beyond the amounts shown in Attachment B to the Agreement. Additional payment shall be paid to University as soon as practicable by the City, however, in no event shall City remit the payment later than February 28, 2011.
- 3. Attachment A to the Intergovernmental Agreement is replaced with Revised Attachment A, Scope of Work, Portland Single Family Weight Study 09-10, v 12-16-10, attached as Exhibit 1 to this Amendment.

Except as specifically set forth in this Amendment No. 1, the terms of the Agreement remain unchanged and in full force and effect.

CITY OF PORTLAND STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF PORTLAND STATE UNIVERSITY By: Sam Adams, Mayor By: LaVonne Griffin-Valade, Auditor Date:

APPROVED AS TO FORM

APPROVED BY:

By: Negamin Walters child legity
Counsel for City of Portland 12/23/2010

REVISED ATTACHMENT A SCOPE OF WORK Portland Single Family Weight Study 09-10

v. 12-16-10

PSU RESPONSIBILITIES

TERM: JANUARY 1, 2009 THRU FEBRUARY 28, 2011

The UNIVERSITY shall provide services specifically to Solid Waste & Recycling, Office of Sustainable Development, to determine average amount, by weight, of garbage, recycling yard debris, and compost being collected at the curbside of single family residences. The UNIVERSITY shall provide the CITY those services set out below.

For all of calendar year 2009 and the first half of calendar year 2010, the **UNIVERSTY** shall collect the following data in the following manner.

- 1. A maximum of 10 separate routes of approximately 120 households each will be included in each sample. This Scope of Work covers two (Sample 1 during 2009 calendar year and Sample 2 during the first half of the 2010 calendar year). For each Sample, a new set of routes will be selected during the Fall season and will begin to be used Winter season of the following year.
- 2. UNIVERSITY staff, in cooperation with CITY and Metro, shall select 10 route areas using a list of randomly generated single family residential households within the City of Portland Urban Services Boundary. The random selection of households will be stratified by property value and location. The final route list shall be representative of the single family household population.
- 3. **UNIVERSITY** shall coordinate with haulers to coordinate data collection days and times. Haulers will be requested to stay out of the area for a two and a half hour period for each route (between 6am and 8:30am).
- 4. There will be a total of four observations of each household in each route over the course of a full sample year with one observation each of the four seasons (Winter, Spring, Summer and Fall). In calendar year 2009, there will be observations in each of four seasons for a total of approximately 4800 observations. In the first half of the 2010 calendar year there will be observations in two seasons (Winter and Spring) for a total of approximately 2400 observations.
- 5. **UNIVERSITY** staff will record the weight of garbage, recycling, and yard debris whenever possible, for each house with set outs on the route. Routes will be scheduled to ensure that yard debris set outs will be observed when possible.
- 6. Set-out net weights will be determined by deducting average tare weights for each container from the field recorded gross weight for each container set out at the curb. Tare weight averages will be derived from SFW field data collected between 2001 and 2005 (over 34000).

data points) in addition to manufacturer's specifications and any tare weighs established by UNIVERSITY and CITY staff using field data.

- 7. UNIVERSITY will perform data entry of all observations into a Microsoft Excel spreadsheet.
- 8. **UNIVERSITY** will perform data analysis of current and past data to determine trends in recycling, yard debris, and garbage set-out behavior. Analysis will include recycling and yard debris participation rates by hauler and by geographic location.

UNIVERSITY shall provide the services set out above in accordance with the schedule set out below:

For Sample #1:

Winter:

January 31, 2009 – March 15, 2009

Spring:

March 16, 2009 – June 15, 2009

Summer:

June 16, 2009 – September 15, 2009

Fall:

September 16, 2009 – December 15, 2009

For Sample #2:

Winter:

January 15, 2010 – March 15, 2010

Spring:

March 16, 2010 – June 15, 2010

Data for each season shall be provided to the CITY within three weeks of the end of each season.

Route schedules will rotate each season so that each route is observed at least once in the first half of the month and once in the second half of the month (i.e., first week of month in spring and second week of the month in summer) where cooperation with hauler is established.

Any modification of the schedule must be agreed upon by the CITY and the UNIVERSITY.

For the second half of calendar year 2010, the **UNIVERSTY** shall collect the following data in the following manner.

- 1. The UNIVERSTIY shall redirect the focus of this study to the residential areas in Portland that constitute the City of Portland Single-Family Residential Compost Pilot areas beginning in 2010. In additional to continuing collection of the type of data that was collected in calendar year 2009 and the first half of calendar year 2010, the UNIVERSITY shall assist the city in delivering residential compost pilot kitchen pails stuffed with informational materials, stickering residential yard debris containers to reflect their new use as residential compost collection containers, and collecting additional information on residential set-outs related to the pilot.
- 2. The Portland Single-Family Residential Compost Pilot shall be executed in four Portland area neighborhoods. Each of the four areas has roughly 500 single-family households with

- residential hauling service. Three of the four areas are further divided into two sub-areas with different pick-up schedules, such that the pilot has seven sub-areas.
- 3. As part of the kick-off of the compost pilot in April 2010, the UNIVERSTIY shall deliver a home composting pail stuffed with printed materials and adhere a sticker on each residential yard debris container. Pails, printed materials, and stickers shall be designed and produced by the CITY. Pails shall be stuffed with printed materials and delivered to the doorstep of each house that can be accessed without entering privacy fences or unsafe areas. Stickers reflecting the conversion of yard debris containers to residential composting shall be adhered to all yard debris containers that are set out for curbside collection on the day of pail delivery or are readily accessible from streets or driveways without entering private areas of homes. Pail delivery and stickering are planned to be executed for all compost pilot area on the same day. Delivery and stickering are planned to be executed for all compost pilot areas during a one week period in April 2010 to be determined by UNIVERSITY and CITY staff. UNIVERSITY shall track which addresses received pails and stickers.
- 4. Beginning in June 2010, the **UNIVERSITY** shall refocus field data collection from the randomly selected routes studied in the first half of 2010 to routes created within the seven sub-areas of the compost pilot. **UNIVERSITY** staff shall identify seven routes of approximately 100 houses each that can be visited a maximum of ten times in each flight of observations in order to record:
 - a. if garbage is set out, and if set out the size, weight, and estimated fullness of garbage container;
 - b. if recycling is set our, and if set out the size, weight, and estimated fullness of recycling container;
 - c. if compost is set out, and if set out the size, weight, and estimated fullness of compost container. Additional tracking will include: if there is any readily available indication of food scraps in the compost container when the container lid is lifted, if the container needs to be stickered as a compost container, and any other field notes, such as signs of pests or excessive odors.
- 5. UNIVERSITY staff collecting field data shall also adhere a compost container sticker on any residential yard debris container belonging to a household with residential hauling service that has not yet been stickered as a compost cart.
- 6. **UNIVERSITY** shall coordinate with haulers to coordinate data collection days and times. Haulers will be requested to stay out of the area for a two hour period for each route (between 6am and 8:00am).
- 7. There will be a total of two observations of each household on the compost routes in the second half of 2010 with one observation in each of the two seasons (Summer and Fall) for a total of approximately 2000 observations.
- 8. Set-out net weights will be determined by deducting average tare weights for each container from the field recorded gross weight for each container set out at the curb. Tare weight averages will be derived from SFW field data collected between 2001 and 2005 (over 34000).

data points) in addition to manufacturer's specifications and any tare weighs established by UNIVERSITY and CITY staff using field data.

- 9. UNIVERSITY will perform data entry of all observations into a Microsoft Excel spreadsheet.
- 10. **UNIVERSITY** will perform data analysis of current and past data to determine trends in recycling, compost, and garbage set-out behavior. Analysis will include recycling and compost participation rates by hauler and by geographic location.

UNIVERSITY shall provide the services set out above in accordance with the schedule set out below:

Summer:

June 16, 2010 – September 15, 2010

Fall:

September 16, 2010 – December 25, 2010

DELIVERABLES:

- 1. UNIVERSITY shall provide CITY with an excel spreadsheet with all route data compiled within three weeks of completing each season's data collection.
- 2. **UNIVERSITY** shall provide **CITY** with analysis of Sample 1 data by January 31, 2010 in report format (not to exceed 10 pages). Analysis shall compare historical data to Sample 1 findings.
- 3. **UNIVERSITY** shall provide **CITY** with analysis of Sample 2 data by January 31, 2011. Analysis shall compare historical data to Sample 1 and Sample 2 data and include recommendation for collection system modifications.

CITY RESPONSIBILITIES:

To assist the UNIVERSTIY in carrying out its obligations hereunder, the CITY shall perform the services set out below:

- 1. The CITY shall ensure that the haulers selected to participate in this study cooperate with UNIVERSITY personnel in completing this project. Hauler cooperation shall include providing UNIVERSTIY with route related information to facilitate completion of the sample collection as well as coordinating scheduling of sampling activity to ensure that curbside setouts are available for measurement. Failure to cooperate, including hauler interference in the collection of data, may result in the hauler being dropped and/or replaced and a reduction in total sample size.
- 2. The **CITY** shall ensure that sample property selection is provided by Metro or some other mutually acceptable source.
- 3. The **CITY** shall perform the services set out above throughout the lifetime of the agreement.

- 4. The CITY shall provide maps of and hauling schedules for the compost pilot areas.
- 5. The CITY shall design and produce home composting pails, printed informational materials, and stickers to be distributed to the compost pilot areas.