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# PORTLAND STATE UNIVERSITY

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between the City of Portland, hereinafter referred to as SPONSOR, and the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, hereinafter referred to as UNIVERSITY.

### WITNESSETH:

WHEREAS SPONSOR desires UNIVERSITY's services on Portland Multifamily Recycling Project 11-14, 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 UNIVESITY;

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 ATTACHMENT A, incorporated herein by reference.

#### ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by June 30, 2014. Performance may be extended for additional periods 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 July 1, 2011.

#### ARTICLE III - SCIENTIFIC PERSONNEL

Shanna Eller is responsible for the conduct of research under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Shanna Eller without prior written approval of the SPONSOR.

#### ARTICLE IV - CONSIDERATION

SPONSOR agrees to reimburse UNIVERSITY for costs and for services performed under this cost-reimbursable Agreement up to the amount of One Hundred Twenty Thousand (\$120,000) dollars, as shown in the estimated budget in Attachment B.

Invoices for work accomplished under this Agreement shall be submitted quarterly to  
Jill Kolek, City of Portland, Bureau of Planning and Sustainability  
721 NW 9th Ave, Suite 350  
Portland, OR 97209-3447

SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. Payment shall be sent to Portland State University, Office of Business Affairs, Research Accounting, PO Box 751 (BO/RA) Portland, Oregon 97207-0751.

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:

Jill Kolek  
City of Portland Bureau of Planning & Sustainability  
1900 SW 4<sup>th</sup> Avenue, Suite 7100  
Portland, OR 97201  
(503) 823-7590  
jill.kolek@portlandoregon.gov

If to UNIVERSITY:

Tina Frost, Contract Officer  
Office of Research and Strategic Partnerships  
Portland State University  
PO Box 751 (RSP)  
Portland, OR 97207-0751  
(503) 725-8434  
frost@pdx.edu or rsp-contracts@pdx.edu

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 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 – 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 and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by SPONSOR. SPONSOR agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such and supplies to SPONSOR during the course of this Agreement.

ARTICLE VIII - 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 7, 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.

ARTICLE IX – GOVERNING 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.

SUBCONTRACT AGREEMENT

ARTICLE X - ASSIGNMENT

Neither party will 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 XI - COPYRIGHT

~~UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this agreement.~~ SPONSOR shall have a time-limited first right to negotiate a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted materials.

ARTICLE XII - PATENTS AND INVENTIONS

All rights to inventions or discoveries arising from research conducted under this Agreement shall belong to the UNIVERSITY and shall be disposed of in accordance with UNIVERSITY's policies.

To the extent that UNIVERSITY has the legal right to do so, UNIVERSITY shall offer to SPONSOR a time-limited first right to negotiate an exclusive or non-exclusive, royalty-bearing license. If SPONSOR does not elect to secure such license, rights to inventions disclosed hereunder shall be disposed of in accordance with UNIVERSITY policies with no further obligation to SPONSOR. Nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel or otherwise any license under any patents, patent applications or other proprietary interests of any other invention, discovery or improvement of either party.

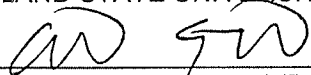
ARTICLE XIII - TERMINATION

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.

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. SUBCONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SUBCONTRACTOR 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.

STATE OF OREGON ACTING BY AND  
THROUGH THE STATE BOARD OF  
HIGHER EDUCATION ON BEHALF OF  
PORTLAND STATE UNIVERSITY

Name:   
Christina (Tina) E. Frost  
Title: Contract Officer  
Date: 5/19/11  
ID Number: 48-1278529

CITY OF PORTLAND

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

**APPROVED AS TO FORM**

City Attorney   
CITY ATTORNEY

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## ATTACHMENT A

### Multifamily Waste Reduction Project Scope of Work

July 1, 2011 – June 30, 2014

#### Purpose:

The Multifamily Waste Reduction Project provides assistance to the Bureau of Planning and Sustainability (BPS) in the implementation and evaluation of a standardized recycling system for multifamily communities throughout Portland. Project staff will provide in-the-field direct assistance to haulers, property owners, managers and residents of multifamily communities and support BPS with special project work related to multifamily waste reduction.

#### *Portland State University Community Environmental Service's (CES) Responsibilities:*

- 1) Staff:  
Total Program Manager hours dedicated to this project are approximately 3000.  
Total regular-wage student hours dedicated to this project are approximately 1000.
- 2) Tasks may include the following:
  - Site audits as requested
  - Meet with property owner/manager and on-site to discuss program and resident outreach
  - Place and/or update internal and external common collection areas (if requested)
  - Distribute educational materials to building residents/managers
  - Maintain inventory of outreach materials
  - Meet haulers onsite to coordinate the drop-off of new equipment
  - Install stickers and signage on new equipment
  - Provide layout and/or content of any letters including posters, form letters or other materials prepared by CES staff for the public to BPS for approval.
  - Attend team meetings as requested
  - Record data on field forms and send forms to BPS
  - Other assistance needed as agreed upon by CES and BPS
- 3) Reporting  
Monthly reports are due at the monthly meeting (approximately the 3<sup>rd</sup> Friday/month) for the prior month's activities. The purpose of the report is to share work/outcomes to date.  
Reports will include:
  - Total staff hours by month and to date (staff hours report)
  - Inventory counts
  - Hours still available per contract
  - Tasks accomplished during the month
  - Staff changes including phone numbers, email addresses and office hours
  - Attachments of all program participant correspondence prepared by CES staff
  - Recommendations for future multifamily outreach work

#### *City's Responsibilities:*

- 1) Provide a program coordinator dedicated to the multifamily program oversight and management.  
Existing staff to provide project management and development, technical assistance and data analysis.
- 2) Provide CES with current hauler list including phone numbers and mailing addresses.

- 184681
- 3) Be responsible for any general communication needed to haulers and multifamily community for purposes of facilitating assistance work.
  - 4) Distribute the monthly reports to the appropriate staff contacts within the office.
  - 5) Create and produce outreach materials that support the two-sort multifamily recycling system.
  - 6) Approve layout and/or content of any program participant correspondence within one month of receipt if printing is required; otherwise, a two-week turnaround will be the goal.
  - 7) Monthly reports to be shared at the monthly meeting (approximately the 3rd Friday/month) for the prior month's activities. The purpose of the report is to share work/outcomes to date. Reports will include:

CES time spent in field

Report of converted sites to date - by number of units and complexes

Breakdown by types of outreach / materials distributed

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## ATTACHMENT B - Estimated Budget

PSU Contract - City of Portland Multifamily Recycling  
7/1/11-6/30/14

Personnel OPE % Year 1 Year 2 Year 3  
PI: Shanna Eller/ Co-PI: Renee Curtis

PI or CO-PI: I-2-FTE

Rate	FTE	Mnths	Actual Hrs.	Year 1	Year 2	Year 3
7/1/11 - 6/30/12 \$42,684 12/mos	3557	0.18	12	374	\$ 7,683	\$ 7,683
7/1/12 - 6/30/13 \$43,964 12/mos	3664	0.18	12	374	\$ 7,914	\$ 7,914
7/1/13 - 6/30/14 \$45,283 12/mos	3774	0.18	12	374	\$ 8,152	\$ 8,152

## Student Wages

7/1/11 - 6/30/12	12.25	1030	\$ 12,618	\$ 12,618
7/1/12 - 6/30/13	12.65	980	\$ 12,397	\$ 12,397
7/1/13 - 6/30/14	13.00	940	\$ 12,220	\$ 12,220

## Total Salaries and Wages

\$ 20,301 \$ 20,311 \$ 20,372 \$ 60,983

## Fringe Benefits

PI @ 80% #####	\$ 6,146	\$ 6,331	\$ 6,521	\$ 18,999
Students @ 5% #####	\$ 631	\$ 620	\$ 611	\$ 1,862

## Total Fringe Benefits

\$ 6,777 \$ 6,951 \$ 7,132 \$ 20,861

## Total Personnel Costs

\$ 27,078 \$ 27,262 \$ 27,504 \$ 81,844

## Travel

Rate	Mnths	Year 1	Year 2	Year 3
Vehicle lease 110	36	\$ 1,320	\$ 1,320	\$ 1,320
Parking 90	36	\$ 1,080	\$ 1,080	\$ 1,080
Mileage 135	36	\$ 1,620	\$ 1,620	\$ 1,620

## Total Travel

\$ 4,020 \$ 4,020 \$ 4,020 \$ 12,060

## Other Direct Costs

Supplies: clipboards, bags, tools	\$ 140	\$ 130	\$ 128	\$ 398
Communications	\$ 312	\$ 312	\$ 312	\$ 936

## Total Other Direct Costs

\$ 452 \$ 442 \$ 440 \$ 1,334

## Total Direct Costs

\$ 31,550 \$ 31,724 \$ 31,964 \$ 95,238

## Total Indirect Costs - 26% of TDC

\$ 8,203 \$ 8,248 \$ 8,311 \$ 24,762

## Total Project Costs

\$ 39,753 \$ 39,972 \$ 40,275 \$ 120,000