

EXHIBIT 1

CITY OF PORTLAND
PORTLAND STATE UNIVERSITYINTERGOVERNMENTAL AGREEMENT

Portland Single Family Weight Study 2017-2019

This Agreement is entered into between City of Portland, hereinafter referred to as SPONSOR and Portland State University, hereinafter referred to as UNIVERSITY.

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

TY agrees to perform for SPONSOR the services described in ATTACHMENT A (scope of work) hereto, incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

The project period is February 1, 2017 through January 31, 2019. Reimbursable costs under this Agreement may be incurred beginning as of January 1, 2017.

ARTICLE III - SCIENTIFIC PERSONNEL

The UNIVERSITY's Project Manager shall be Lisa K. Bates or other such person as shall be designated by the UNIVERSITY.

ARTICLE IV – CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for services performed under this Agreement in the fixed price amount of \$83,482. The payments will be submitted in the following amounts and according to the following schedule:

April 1, 2017	\$ 10,267.50	April 1, 2018	\$ 10,603.00
July 1, 2017	\$ 10,267.50	July 1, 2018	\$ 10,603.00
October 1, 2017	\$ 10,267.50	October 1, 2018	\$ 10,603.00
January 1, 2018	\$ 10,267.50	January 1, 2019	\$ 10,603.00

Invoices for work accomplished under this Agreement shall be submitted quarterly via email to Arianne Sperry at arianne.sperry@portlandoregon.gov. Each invoice shall be for one-quarter of the annual price; the final invoice to be received no later than June 1, 2019.

SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. Payment shall be sent to Portland State University, Sponsored Projects Administration, PO Box 751-SPA, 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, or to such other address as the receiving party specifies in writing:

If to SPONSOR:

Arianne Sperry
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201
Arianne.sperry@portlandoregon.gov

If to UNIVERSITY:

Jennifer Ward
Associate Director
Sponsored Projects Administration
Portland State University
PO Box 751 (SPA)
Portland, OR 97207-0751
(503) 725-9900
awards@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 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 VIII - INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Tort Claims Act (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.

Subject to the conditions and limitations of the Oregon Tort Claims Act (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 IX – CONTROLLING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different state. 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 X – 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 XI - 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 governmental, non-commercial purposes.

ARTICLE XII - 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: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

City Attorney _____

Attachment A Scope of Work

ATTACHMENT A
SCOPE OF WORK
Portland Single Family Weight Study 2017-19

PERIOD OF PERFORMANCE: JANUARY 1, 2017 THRU JANUARY 31, 2019

Section 1: PSU Responsibilities

The **UNIVERSITY** shall provide services specifically to Solid Waste & Recycling, Bureau of Planning & Sustainability, to determine average weight of garbage set out at the curbside of single-family residences in the Portland region. The **UNIVERSITY** shall provide the **CITY** those services set out below.

UNIVERSITY shall use the protocol established beginning July, 1998, collecting container weight data from randomly selected, stratified neighborhoods. Protocol for data collection is specified below in the section titled, "Data Collection."

Section 2: Data Collection

The **UNIVERSITY** shall collect the following data in the following manner:

1. A sample of ten (10) separate single-family (SF) residential walking routes shall be created at the beginning of the contract period. The ten (10) walking routes will be divided between the two (2) calendar years of the contract period so that five (5) walking routes are completed each year: five (5) in the first calendar year (2015), and the remaining five (5) in the following calendar year (2016).
2. Each route will contain approximately 100 SF households each. The **UNIVERSITY** staff, in cooperation with **CITY** and Metro, shall select the ten (10) route areas using a list of randomly generated single-family residential households within the City of Portland Urban Services Boundary.
3. **UNIVERSITY** staff will obtain the random selection of households from Metro and will ensure the selection is stratified by property value (low, medium, and high) and location (N, NE, SE NW, SW). The final route list shall be representative of the SF household population.
4. **UNIVERSITY** shall coordinate with franchised haulers to coordinate data collection days and times. Haulers will be requested to stay out of the area for a minimum of two hours for each route (determined to be between 6:00am and 8:00am).
5. **UNIVERSITY** shall execute a total of four (4) observations of each SF household in each of the five (5) walking route over the course of one (1)