

EXHIBIT 1

CITY OF PORTLAND PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

Portland Event Recycling 2019-2022

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

UNIVERSITY 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 4/1/2019 to 3/31/2022. Reimbursable costs under this Agreement may be incurred beginning as of April 1, 2019.

ARTICLE III - SCIENTIFIC PERSONNEL

The UNIVERSITY's Project Manager shall be Christa McDermott or other such person as shall be designated by the UNIVERSITY.

ARTICLE IV – CONSIDERATION

SPONSOR shall reimburse UNIVERSITY for the estimated cost of the Project in an amount not to exceed ("NTE") \$168,654 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget"). SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. SPONSOR recognizes that the Budget is the UNIVERSITY's best estimate of the total cost to support the Project, and UNIVERSITY may submit to SPONSOR a revised budget for additional funds if the cost of the Project is reasonably expected to exceed the NTE amount. SPONSOR may then determine whether to terminate the Agreement or to seek Council authorization for additional funding. SPONSOR is not liable for any payment in excess of the NTE amount unless agreed to by SPONSOR in writing. UNIVERSITY may adjust the Budget at its discretion, provided that such rebudgeting is within the NTE amount and consistent with the Project.

UNIVERSITY shall invoice SPONSOR no more often than quarterly for all costs of the Project incurred to date but not previously invoiced. SPONSOR shall pay UNIVERSITY within thirty (30) days of receipt of any invoice. The final invoice shall be marked "Final" and submitted no later than 30 days after the termination of this agreement.

Invoices for work accomplished under this Agreement shall be submitted, no more frequently than quarterly, to
Jill Kolek
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201

or such other person as may be identified in writing by the Director of the Bureau of Planning and Sustainability.

Payment shall be sent to
Tim Rinner, MS
Portland State University
Sponsored Projects Administration
PO Box 751(SPA)
Portland, OR 97207
spafct@pdx.edu

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:

Jill Kolek
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201

If to UNIVERSITY:

Tim Rinner, MS
Grants and Agreements Officer
Sponsored Projects Administration
Portland State University
PO Box 751-SPA
Portland, OR 97207-0751
503-725-3418
Spa.white@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 - PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or present at meetings the results of research conducted by UNIVERSITY. In addition, UNIVERSITY may use, reuse, and analyze the data that were developed by the UNIVERSITY during the course of research performed under this agreement for teaching or research purposes.

UNIVERSITY agrees to provide any proposed publication to SPONSOR thirty (30) days prior to submission, to review for the inclusion of SPONSOR-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

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

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 X – 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 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 governmental purposes.

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. 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.

CITY OF PORTLAND

PORTLAND STATE UNIVERSITY

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

City Attorney _____

Attachment A Scope of Work

Attachment B Budget

Attachment A

Portland Event Recycling

4/1/2019- 3/31/2022

Scope of Work

Purpose

Through the Portland Event Recycling program (PER), Portland State University's Community Environmental Services (CES) will provide support to public events within the city of Portland by providing assistance, information, resources and equipment to facilitate garbage, recycling and food scrap collection and waste prevention activities.

Staffing

The number of student field staff hours budgeted for this project to provide all services for events is based upon an estimated number of 1170 hours per calendar year.

CES Administration Tasks

1. CES Portland Event Recycling Lead will check in with BPS program coordinator mid-season (around mid to late July) for the purpose of providing and reviewing a PER status update. The update will include at least the following information:
 - a. Summary number of events assisted by month and to date
 - b. Staff changes, including an updated contact list with phone numbers and email addresses
 - c. Student hours expended from January 1 to date
 - d. Any urgent anticipated equipment needed that will need to be addressed prior to end of event season
2. CES will write an Event Season Summary Report due on second Monday of February by 5 pm the following years 2020, 2021 and 2022. The Event Season Summary Report shall include at least the following information:
 - a. Summary of events assisted by month and to date for the calendar year including date, size, location, contact and the recovery rate when known
 - b. Staff changes, including an updated contact list with phone numbers and email addresses
 - c. Student hours expended for the calendar year
 - d. Historic data on quantities of recycling and waste compared to current year for individual events, when known
 - e. Statement of equipment inventory and losses
 - f. Estimates for new equipment needed
 - g. Recommendations for improvements including gaps in educational/informational materials
3. CES will draft a Season Highlights document in preparation for the Event Summary Report. The Season Highlights document will be provided to BPS during the season wrap-up meeting in early

December, with opportunity for CES and BPS to discuss. The Season Highlights document shall include at least the following information:

- a. A general overview of the current year's season of events including number, size, and cancelations
 - b. Equipment inventory trends, purchases, and loss
 - c. Large event diversion rate tables for specific material types and overall diversion rate trends -flagging significant changes for discussion
 - d. Outreach notes and suggestions for the coming season
 - e. Draft recommendations and conclusions for greater development in the Event Summary Report
4. Maintain event database for tracking events, demographic and contact information.
 5. Oversee equipment check out and tracking system including notifying BPS of missing and damaged equipment; develop new equipment protocols as needed.
 6. Following the established PER protocol, maintain event recycling "hotline". Develop new hotline protocols as needed.
 7. Distributing an online survey to all event coordinators to solicit their feedback about the program on a voluntary basis, collecting and analyzing data, and reporting results in the Event Summary Report.
 8. CES Director will alert BPS staff to student lead staff turnover and invite BPS participation in the recruitment process. CES will utilize and track outreach and hiring practices for consistent and effective recruitment of applicants of color.
 9. CES Director will provide BPS an opportunity, on an annual basis, to provide feedback on staff's professional development and performance of PER responsibilities. Feedback on staff performance will be provided in writing by BPS to the CES Director to share as appropriate.

CES Event Coordinator Outreach and Assistance Tasks. CES will:

1. Provide technical assistance to, and coordinate loaner equipment for, recurring events as listed below under 'potential tasks' related to size of event and the established "Event Service Criteria" outlined below.
2. Identify and utilize outreach opportunities that engage event coordinators, examples of these types of activities include updating Portland Parks & Recreation "Special Event / Special Use Permit Manual", and distributing an electronic pre-season promotion targeting past events and event coordinators.
3. Based on inquiry, provide tailored instructional and/or educational materials that aids the customers use of the PER services, establish a quality public event recovery system and/or address a specific challenge.
4. Provide instructional and/or educational materials in a way that is most suitable to the customer. Generally this type of information is provided through email, but if needed, CES will distribute through U.S. mail.
5. Continue to support, and strategically grow, program services to level one events, as described below.

Bureau of Planning and Sustainability Tasks. BPS will:

1. Provide program oversight and management.
2. Assist CES with engagement and outreach efforts, refer event inquires to CES for services.

3. Provide CES with current hauler list in written or electronic form that includes phone numbers, email and mailing addresses.
4. Communicate program information to haulers and business community as needed to facilitate PER assistance.
5. Resolve any lost or damaged equipment concerns.
6. Distribute the Event Seasons Summary Reports as appropriate.
7. Create and produce educational and instructional materials.
8. Provide CES the opportunity to review new or updated education and informational pieces.
9. Approve layout and/or content of any communications/educational/instructional materials including posters, letters or other materials prepared by CES staff for the public. Materials submitted for review will be returned by BPS to CES within two weeks; materials to be printed by city may require a four week turnaround.
10. Approve special research projects scope of work and budget.

Event Service Criteria

Services will be divided into three service levels. These three levels shall provide a rough guideline for the services to be provided to events based on their anticipated number of attendees, as measured by the number of recycling bins that each event requires.

The tasks associated with each level is intended to indicate the types of tasks that each of the three sizes of events are eligible to receive in general. CES shall determine what degree of assistance to provide to each event in order to support both individual events and provide recycling opportunities to the greatest number of event attendees in the city. On an annual basis, CES and BPS will jointly develop a list of priorities for the event season that reflects specific areas of focus for that year within these service parameters.

Large-Events: Typically take place at Waterfront Park, Park Blocks, Portland International Raceway (PIR), Sunday Parkways, or other public venues and have 12K attendees or more.

Criteria: 40 or more recycling container needed

Potential Event Tasks

1. Event coordinator consultation
2. Equipment and signage delivery
3. Instructional/education materials as appropriate
4. Vendor education and outreach
5. Set up / take down assistance
6. Data tracking including tracking number of events assisted, demographic and contact information, hauler choice, and weights of materials collected, when available, and calculating diversion rates.
7. Waste prevention assistance, as opportunities are identified
8. Janitorial and hauler coordination
9. On site monitoring
10. Testing new equipment/systems/signage

Medium Event: Typically one or more event coordinators, at least four food vendors. These events typically have volunteer assistance. Some events may self-haul.

Criteria: 11-39 recycling containers needed

Potential Event Tasks

1. Event coordinator consultation
2. Equipment and signage delivery
3. Instructional/education materials as appropriate
4. Vendor education and outreach
5. Set up / take down assistance
6. Data tracking including tracking number of events assisted, demographic, contact information and hauler choice
7. Waste prevention assistance, as opportunities are identified

Small Event: Are checkout system only events. Event coordinators are responsible for picking up recycling bins, setting them up, taking them down and delivering them back to the event recycling program.

Criteria: 10 or fewer recycling bins (may be more if coordinator plans to self-haul waste).

Potential Event Tasks

1. Event coordinator consultation
2. Equipment and signage loaner
3. Instructional/education materials as appropriate
4. Data tracking including tracking number of events assisted, demographic, contact information and hauler choice

Attachment B

Title: Portland Event Recycling Project II
 PI: Christa McDermott
 Sponsor: City of Portland (COP)
 Period: 4/1/19-3/31/22

Salary Increment: 3.5% 3.5% 3.5%

Indirect Rate: 26.0%

ASR	MSR	Description		Term /	FTE	Months	Year 1	Year 2	Year 3	Total
		Salaries & Wages					4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	
83,351	6,945.89	Principal Investigator	Christa McDermott	12	0.050	12.0	4,313	4,464	4,621	13,398
60,510	5,042.52	Project Manager	TBD	12	0.125	12.0	7,829	8,103	8,386	24,317
		Hourly Wages	Total Hours	Hourly Rate	# Hours	# Weeks				-
		Hourly Student Su	585	\$ 14.75	45	13.0	8,629	8,629	8,629	25,886
		Hourly Student AY	585	\$ 14.75	15	39.0	8,629	8,629	8,629	25,886
		Salaries Subtotal					29,399	29,824	30,264	89,488
		Fringe Benefits			OPE%					-
		Principal Investigator	Christa McDermott		51%		2,200	2,277	2,357	6,833
		Project Manager	TBD		49%		3,836	3,970	4,109	11,915
		Hourly Student Su			9.0%		777	777	777	2,330
		Hourly Student AY			9.0%		777	777	777	2,330
		Fringe Subtotal					7,589	7,800	8,019	23,408
		Subtotal - Personnel		Mo. Rate	# Months		36,988	37,625	38,283	112,896
		Materials & Supplies		\$ 100.00	12.00		1,200	1,236	1,273	3,709
		Motorpool Expenses - Lease and Mileage		\$ 150.00	12.00		1,800	1,854	1,910	5,564
		Parking and Reserves Spaces Expenses		\$ 275.00	12.00		3,300	3,399	3,501	10,200
		Telecomm Expenses		\$ 40.00	12.00		480	494	509	1,484
		Subtotal - Other Direct Costs					6,780	6,983	7,193	20,956
		Total Direct Costs					43,768	44,608	45,476	133,852
		Indirect Costs					11,380	11,598	11,824	34,802
		GRAND TOTAL					55,148	56,206	57,300	168,654