

PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between the City of Portland, Oregon, 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 UNIVERSIN.

WITNESSETH:

WHEREAS SPONSOR desires UNIVERSITY'S services on "Portland Commercial Recycling Project 04-06," 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 hereto, which by this reference is incorporated herein and made a part hereof.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by September 16, 2006, unless subsequent time extension, supplement, addition, continuation, or renewal is mutually agreed upon in writing between the parties. Costs may be incurred for this Agreement from September 16, 2004.

ARTICLE III - SCIENTIFIC PERSONNEL

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

ARTICLE IV - CONSIDERA-TION

SPONSOR agrees to reimburse UNIVERSITY for costs and for services performed under this Agreement up to the amount of One Hundred and Thirteen Thousand (\$113,000) DOLLARS, as shown in ATTACHMENT B.

Invoices for work accomplished under this Agreement shall be submitted quarterly in an original and two copies to Jill Kolek, City of Portland, Office of Sustainable Development, 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:

WAC

If to SPONSOR:

If to UNIVERSITY:

AK ~~Ben Walters~~ *Jill Kolek*
City of Portland
Office of ~~City Attorney~~ *Sustainable Development*
~~1121 SW 4th Avenue, Rm 430~~ *721 NW 9th Ave #350*
Portland, OR ~~97204~~ *97209*
503 823-4047
7590

Kathleen A. Cushing
Contract Officer
Office of Research and
Sponsored Projects
Portland State University
PO Box 751 (ORSP)
Portland, OR 97207-0751

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.

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 - COMPLIANCE WITH LAWS

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.

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 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 nonexclusive, 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.

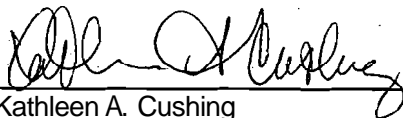
ARTICLE XIII - TERMINATION

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. 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.**

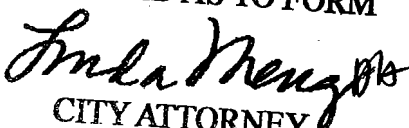
STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF PORTLAND STATE UNIVERSITY

Name: 
Kathleen A. Cushing
Title: Contract Officer
Date: Nov. 17, 2004

Name:
Title:
Date:

Employer Tax ID Number : 93-6001786

Primary Contact Person:
Contact Phone Number:
Fax Number:

APPROVED AS TO FORM

CITY ATTORNEY

ATTACHMENT A**Commercial Recycling Project Scope of Work**

Term: September 16, 2004 to September 15 2006

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

Commercial Recycling Project (CRP) is organized under four main categories:

- 1) Public Event Recycling Program
- 2) Sticker Inventory
- 3) Special Projects
- 4) Internship

Project supervision for the Portland Commercial Recycling Project shall be provided by Daniel Blue, Co-Manager of Community Environmental Services, unless otherwise specified in writing by James Strathman, Director of the Center for Urban Studies. .25 FTE (estimated 1040 hours) of Mr. Blue's time shall be allocated to this project.

1) Public Event Recycling Program**Purpose:**

Support public events within the city of Portland by providing information, resources and equipment to facilitate recycling and waste prevention activities.

Staff:

Total regular-wage student hours dedicated to this project are estimated to be 1732.

Outreach:

Continue to provide service for prior events

Increase the number of level three events served

Identify and take advantage of outreach opportunities that reach event coordinators

Mail all new interested parties an event recycling brochure

Continue to increase service and outreach to the following sectors: **aces/marathon/runs** (Portland marathon), Parades (Rose Festival related, others), East Bank Esplanade events, Portland Parks and Recreation sponsored events (concert series), Greek Festival, **Highland Games**; **neighborhood/business** associations; haulers; and volunteer organizations.

Maintain event database for tracking and contact information

Provide layout and/or content of any letters including posters, form letters or other materials prepared by CES staff for the public to OSD for approval.

Maintain event recycling "hotline".

Criteria and Services:

Event recycling services will be divided into the following three service levels:

Level I

High waste/recycling generating events. Typically take place at Waterfront Park, Park Blocks, Portland International Raceway, or other public venues.

Criteria:

- 40 or more recycling bins needed
- special event

Tasks include:

- event coordinator consultation
- vender education and outreach (signage/onsite training)
- janitorial coordination
- hauler coordination
- recycling bin/signage delivery
- set up/take down assistance
- on site monitoring
- data tracking

- pilot new systems/signage
- waste prevention assistance

Level 2

Medium waste/recycling generating events. Typically one or more event coordinators, at least four food vendors and up to 25 vendors. These events typically have volunteer assistance. Some events may self-haul. Level 2 events will utilize the event recycling program trailer to deliver recycling containers. CES staff will accompany the trailer to ensure proper set-up and takedown.

Criteria:

- 10-40 recycling bins needed
- special event

Tasks include:

- event coordinator consultation
- trailer delivery
- recycling bin/signage set-up and take-down
- some data tracking
- self haul recycling location referrals
- education and outreach

Level 3

Minimal waste/recycling generating events. Level 3 events 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

- 15 or fewer recycling bins (may be more if coordinator can self-haul bins)
- special event

Tasks include:

- event coordinator consultation
- recycling bins and signage
- bin set-up training
- self haul recycling location referrals
- education and outreach

2) Sticker Inventory

Staff:

Total regular-wage student hours dedicated to this project are estimated to be 300.

Tasks include:

- Maintain current sticker inventory
- Fill orders for haulers on an as requested basis.
- Schedule and coordinate annual sticker orders

3) Special Projects

Staff:

Total regular-wage student hours dedicated to this project are estimated to be 1732.

Projects may include:

- data collection
- waste sorts
- food waste related (estimated 300 hours)
- targeted business assistance
- Other assistance needed as agreed upon by CES and OSD

All Special Project work shall be agreed upon in writing by CES and OSD prior to implementation.

4) Paid Internship

Graduate or undergraduate students employed by CES or otherwise recruited by CES will fill this position. Students will occupy the internship for the period of one academic term- though this may be extended at the discretion of the City to up to three consecutive academic terms. Wages for the internship will be paid directly by the City.

Reports

Quarterly reports are due to OSD by January 30,2005, April 30,2005, July 30,2005 and final report by September 30,2005. The purpose of the report is to share work/outcomes to date for each of the above scope items. Upon submission of each quarter's report, CES staff will work with OSD to set a meeting for presentation of the report to OSD staff. Reports will include the following:

Staff changes, including an updated contact list with phone numbers, email addresses, and office hours for CES staff

Attachments of all outreach materials, including posters, form letters or other materials prepared by CES staff for the public

- Final report to include recommendations for future CRP work
- Public Place Recycling
 - Total number of events served by quarter and to date
 - List of all events that were assisted include date, location, contact and quantity of recycling and waste collected (when possible)
 - Total number of hours of service provided to each event by quarter and to date
 - Level and type of assistance provided
- Sticker Inventory
 - Report quarterly on sticker inventory and make recommendations as to when and what stickers to order
- Special Projects
 - For all special projects, provide details regarding what work has been accomplished and the expected next steps.

City's Responsibilities:

- 1) Provide program oversight and management.
- 2) Provide CES with current hauler list including phone numbers and mailing addresses.
- 3) Be responsible for any general communication needed to haulers and business community for purpose of facilitating assistance work.
- 4) Establish a paid internship within the Office of Sustainable Development for the duration of this agreement. Graduate or undergraduate students employed by CES or otherwise recruited by CES will fill this position. Students will occupy the internship for the period of one academic term- though this may be extended at the discretion of the City to up to three consecutive academic terms. Wages for the internship will be paid directly by the City.
- 5) Distribute the quarterly reports to the appropriate staff contacts within the office; compile the reports electronically in the OSD common files; and work with CES to convene a meeting upon receipt of each quarter's report for CES to present the report to OSD.
- 6) Create and produce educational and outreach materials.
- 7) Approve layout and/or content of any letters including posters, form letters or other materials prepared by CES staff for the public, with the understanding that materials will be returned within one month of receipt if printing is required; otherwise, a two week turnaround will be the goal.
- 8) Work with CES staff and submit sticker order through City purchasing process.

- 9) For Special Project work,, OSD shall provide detailed project descriptions including term, deliverables, reporting requirements and any supplemental resources necessary to complete the special project tasks.

ATTACHMENT B

Portland Commercial Recycling Project '04-'06

9/16/04 - 9/15/06

Personnel

Blue, Daniel Principal Investigator

9/16/04 - 9/15/05 @ 0.25 FTE	<\$46,656 12/mos>	3888	0.25	12	\$	11,664
9/16/05 - 9/15/06 @ 0.25 FTE	<\$48,984 12/mos>	4082	0.25	12	\$	12,246

Student Wages

7/1/04 - 6/30/06 - 3765 hours					\$	41,415
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Total Salaries and Wages					\$	65,325
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Fringe Benefits

Blue @ 45%					\$	10,760
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Student hours @ 5%					\$	2,071
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Total Fringe Benefits					\$	12,830
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Total Personnel Costs					\$	78,155
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Travel

Vehicle lease 260 days @ \$18/day					\$	4,680
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Local Travel					\$	200
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Conference Travel - \$1,200/yr					\$	2,400
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Total Travel					\$	7,280
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Other Direct Costs

Telephone					\$	1,200
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Supplies					\$	3,047
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Total Other Direct Costs					\$	4,247
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Total Direct Costs					\$	89,682
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Total Indirect Costs - 26% of TDC					\$	23,317
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Total Project Costs					\$	113,000
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