

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 UNIVERSITY.

WITNESSETH:

WHEREAS SPONSOR desires UNIVERSITY'S services on the project called "**Portland Event Recycling 2010-2013**," in accordance with the SCOPE OF WORK, Attachment A 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 research and evaluation 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 **December 31, 2013**, 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 **April 1, 2010**.

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. **Jill Kolek** is the Project Manager for the SPONSOR. SPONSOR will inform UNIVERSITY in writing of any change in Project Manager.

ARTICLE IV - CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for the actual costs of services performed under this Agreement not to exceed **ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED (\$127,500) 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, 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
721 NW 9th Ave, Suite 350
Portland, OR 97209
jkolek@ci.portland.or.us

If to UNIVERSITY:

Christina E. Frost, Contract Officer
Office of Research & Sponsored Projects
Portland State University
PO Box 751 (ORSP)
Portland, OR 97207-0751
frost@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.

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 and SPONSOR each agree to indemnify the other party against any liability for damage to life or property arising from the indemnitor's actions under this Agreement, provided, however, that neither party shall be required to indemnify the other party for any such liability arising out of the wrongful or negligent acts of employees or agents of the indemnitor.

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 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. 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

THE CITY OF PORTLAND

Signed: _____

Christina E. Frost

Title: Contract Officer

Date: _____

3/23/10

Employer Tax ID Number: 48-1278529

Signed: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Paula Bruggs
CITY ATTORNEY

ATTACHMENT A
Portland Event Recycling Services FY2010-13
Scope of Work

Attachment A

183730

DRAFT v. 2-22-10

Term

This is a multiyear project running between April 1, 2010 and March 31, 2013 as a partnership between Portland State University's Community Environmental Services (CES) and the City of Portland Bureau of Planning and Sustainability (BPS).

Purpose

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

Staffing

The number of field staff hours budgeted for this project to provide all services for events is built upon an estimated number of 850 hours per calendar year.

Outreach

1. Continue to provide technical assistance and equipment to prior events.
2. Identify and take advantage of outreach opportunities that reach event coordinators.
3. Provide all new interested parties an event recycling brochure prepared by BPS either by electronic or U.S. mail.
4. Continue to increase services to events of all types in response to requests from those events, including but not limited to: races, parades, East Bank Esplanade events, Portland Parks and Recreation sponsored concerts and events, and neighborhood-based events.
5. Maintain event database for tracking and contact information.
6. Oversee equipment check out and tracking system and develop any new equipment protocols as needed.
7. Provide layout and/or content of any posters, letters, or other materials prepared by CES staff for the public to BPS for approval.
8. Maintain event recycling "hotline".

Criteria and Services

Event recycling services will be divided into three service levels: Level 1, Level 2, and Level 3. 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. Each year of this project, CES and BPS shall jointly develop a list of priorities for the event season that reflects specific areas of focus for that year within these service parameters.

Level 1 – Large Event

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

Tasks include:

- event coordinator consultation;
- vendor 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; and
- waste prevention assistance.

Level 2 – Medium Event

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.

Criteria

- 10-40 recycling bins needed

Tasks include:

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

Level 3- Small Event

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

- 10 or fewer recycling bins (may be more if coordinator can self-haul bins)

Tasks include:

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

Project Reports

An Event Mid-Season Report shall be due on the fifth business day in August in all project years and include information for events from January 1 - July 15. The Event Mid-Season Report shall include:

- summary number of events assisted by month and to date;
- full list of all events assisted including date, location, contact, and quantity of recycling and waste collected when quantities are known;
- staff changes, including an updated contact list with phone numbers and email addresses; and
- student hours expended from January 1 – July 15.

An Event Season Summary Report shall be due on February 1, 2011, 2012, and 2013. The Event Season Summary Report shall include:

- summary description of services to events;
- summary number of events assisted by month and to date for the calendar year;
- full list of all events assisted including date, location, contact, and quantity of recycling and waste collected when quantities are known;
- historic data on quantities of recycling and waste compared to current year for individual events, when known;
- staff changes, including an updated contact list with phone numbers and email addresses;
- student hours expended from January 1 – December 31;
- statement of equipment inventory and losses;
- estimates for new equipment needed;
- recommendations for future event recycling work; and
- attachments of all outreach materials, including posters, form letters or other materials prepared by CES staff for the public.

Portland Bureau of Planning and Sustainability Responsibilities

- 1) Provide program oversight and management.
- 2) Assist with Event Recycling Outreach efforts, refer event inquiries to CES for services.
- 3) Provide CES with current hauler list in written or electronic form that includes phone numbers and mailing addresses.
- 4) Provide CES with current self-haul recycling location information.
- 5) Provide CES with current event recycling brochure.
- 6) Be responsible for any general communication needed to haulers and business community for purpose of facilitating assistance work.
- 7) Distribute the project reports to the appropriate staff contacts within the office.
- 8) Create and produce educational and outreach materials.
- 9) 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.

183730

CITY OF PORTLAND EVENT RECYCLING PROJECT BUDGET

Cost Reimbursable Contract

04/01/10 - 03/31/13

Personnel		04/01/10 - 03/31/11 Year 1	04/01/11 - 03/31/12 Year 2	04/01/12 - 03/31/13 Year 3	Total
Shanna Eller, Principal Investigator					
04/01/10 - 03/31/11	\$	6,802	\$ -	\$ -	\$ 6,802
04/01/11 - 03/31/12	\$	-	\$ 7,006	\$ -	\$ 7,006
04/01/12 - 03/31/13	\$	-	\$ -	\$ 7,216	\$ 7,216
Event Student Wages	Hours				
Event Student Hours	850	\$ 12,750	\$ 12,750	\$ 12,750	\$ 38,250
Total Salaries and Wages		\$ 19,552	\$ 19,756	\$ 19,966	\$ 59,273
Fringe Benefits	All Years				
Principal Investigator	60%	\$ 4,081	\$ 4,203	\$ 4,330	\$ 12,614
Student Hours	10%	\$ 1,275	\$ 1,275	\$ 1,275	\$ 3,825
Total Fringe Benefits		\$ 5,356	\$ 5,478	\$ 5,605	\$ 16,439
Total Personnel Costs		\$ 24,908	\$ 25,234	\$ 25,571	\$ 75,712
Travel	Monthly				
Lease & Mileage - 3% increase/yr	\$ 250.00	\$ 3,000	\$ 3,090	\$ 3,183	\$ 9,273
	Quarterly				
Parking & Storage - 3% increase/yr	#####	\$ 4,000	\$ 4,120	\$ 4,244	\$ 12,364
Total Travel		\$ 7,000	\$ 7,210	\$ 7,426	\$ 21,636
Other Direct Costs					
Supplies & Communications		\$ 1,029	\$ 1,286	\$ 1,527	\$ 3,842
Total Other Direct Costs		\$ 1,029	\$ 1,286	\$ 1,527	\$ 3,842
Total Direct Costs		\$ 32,937	\$ 33,730	\$ 34,524	\$ 101,190
Total Indirect Costs - 26% of TDC		\$ 8,564	\$ 8,770	\$ 8,976	\$ 26,310
Total Project Costs		\$ 41,500	\$ 42,500	\$ 43,500	\$ 127,500