

Exhibit A**PORTLAND STATE UNIVERSITY****INTERGOVERNMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS SPONSOR desires UNIVERSITY'S services on "Portland Single Family Weight Study 2013-15," 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 services described in ATTACHMENT A hereto, which by this reference is incorporated herein and made a part hereof.

ARTICLE II -AGREEMENT PERIOD

The IGA will be effective as of February 1, 2013 and will continue in effect for a two-year period until January 31, 2015 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 January 1, 2013.

ARTICLE III -SCIENTIFIC PERSONNEL

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

ARTICLE IV -CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for services performed under this Agreement in the fixed price amount of \$127,139. The payments will be submitted in the following amounts and according to the following schedule:

April 1st, 2013	\$16,264
July 1st, 2013	\$16,264
October 1st, 2013	\$16,264
January 1st, 2014	\$16,266
April 1st, 2014	\$15,520
July 1st, 2014	\$15,520
October 1st, 2014	\$15,520
January 1st, 2015	\$15,521

Invoices for work accomplished under this Agreement shall be submitted quarterly via email to Pete Chism at pete.chism@portlandoregon.gov. Each invoice shall be for one-quarter of the annual price. 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 or to such other person as may be identified in writing to the other party:

If to SPONSOR:

Pete Chism

City of Portland

Bureau of Planning and Sustainability

1900 SW 4th Avenue, Suite 700

Portland, OR 97201-5380

(503) 823-7652

Email: pete.chism@portlandoregon.gov

If to UNIVERSITY:

Christina E. Frost

Contract Officer

Office of Research and Strategic Partnerships

Portland State University

PO Box 751 (RSP)

Portland, OR 97207-0751

(503) 725 3418

Email: 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

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 shall indemnify UNIVERSITY against any liability for damage to life or property arising from SPONSOR'S actions under this Agreement 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 -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 non-transferable, 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 and use data and information from the report for governmental purposes.

ARTICLE XII -TERMINATION

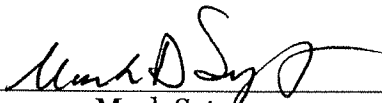
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to 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.

STATE BOARD OF HIGHER
EDUCATION ACTING BY AND
THROUGH PORTLAND STATE
UNIVERSITY

CITY OF PORTLAND



Name: Mark Sytsma
Title: Associate Vice President,
Research

Date: 1-3-13

Name: Charles Hales
Title: Mayor of City of Portland

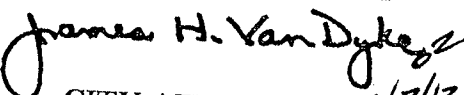
Date: _____

Employer Tax ID Number: 48-1278529

Name: Lavonne Griffin-Valade
Title: Auditor of City of Portland

Date: _____

Contact Person: Pete Chism
Contact Phone: 503-823-7652

APPROVED AS TO FORM

CITY ATTORNEY 1/7/13

ATTACHMENT A
SCOPE OF WORK
Portland Single Family Weight Study 2013-15

Section 1: PSU Responsibilities

PERIOD OF PERFORMANCE: JANUARY 1, 2013 THRU JANUARY 31, 2015

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. Each route will contain approximately 100 SF households each. The **UNIVERSITY** staff, in cooperation with **CITY** and Metro, shall select the 10 route areas using a list of randomly generated single-family residential households within the City of Portland Urban Services Boundary.
2. **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.
3. **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).
4. **UNIVERSITY** shall execute a total of four (4) observations of each SF household in each of the ten (10) walking route over the course of a full calendar year. One (1) observation shall be conducted each quarter for a total of approximately 4,000 observations each calendar year for the duration of the contract.
5. Once four (4) observations have been completed for the first sample of ten (10) routes, **UNIVERSITY** shall select and establish a new set of ten (10) sample routes using the same selection process listed above.
6. **UNIVERSITY** staff will record the weight (pounds) of garbage for each house with set outs on the route. Data collection will be scheduled to coincide with garbage collection day.
7. **UNIVERSITY** will record the presence or absence of recycling and composting roll-carts at each single-family residence selected in the study.

8. Garbage set-out net weights will be determined by deducting average tare weights for each container from the field recorded gross weight for each container set out at the curb. Tare weight averages will be derived from existing Single Family Weight Study field data in addition to manufacturer's specifications.
9. If new container types are identified or existing tare weights are determined to be inaccurate, **UNIVERSITY** will develop and implement a plan to establish or update tare weights.
10. **UNIVERSITY** will perform data entry of all observations into a Microsoft Excel spreadsheet.
11. **UNIVERSITY** will perform yearly data analysis of current and past data to determine trends in garbage set-out behavior.
12. **UNIVERSITY** will provide analysis of recycling and composting participation rates by geographic location.

Section 3: Citywide Data Collection Schedule

UNIVERSITY shall execute four (4) observations of residential routes in accordance with the quarterly schedule set out below:

Q1 winter:	January 15 – March 15
Q2 spring:	March 16 – June 15
Q3 summer:	June 16 – September 15
Q4 fall:	September 16 – December 15

Data for each quarter shall be provided to the **CITY** within three weeks (21 days) of the end of each quarter identified above. Any changes to the schedule for data collection shall be made by mutual agreement of **CITY** and **UNIVERSITY** staff.

Route schedules will rotate each season so that each route is observed at least once in the first half of the month and once in the second half of the month (i.e., first week of month in spring and second week of the month in summer) where cooperation with hauler is established.

Any modification of the above schedule must be agreed upon by the **CITY** and the **UNIVERSITY**.

Section 4: Deliverables

1. **UNIVERSITY** shall provide **CITY** with an excel spreadsheet with all route data compiled within three weeks (21 days) of completing each quarter's data collection.
2. **UNIVERSITY** shall provide **CITY** with analysis of SF data for each full calendar year that observations are made for routes. Each analysis in narrative report format shall not exceed roughly 10 pages and shall compare **UNIVERSITY'S** historical project data to the new data collected.
3. **UNIVERSITY** shall provide **CITY** with each analysis no later than January 31st, 2014 and January 31st, 2015.

Section 5: City Responsibilities

To assist the **UNIVERSITY** in carrying out its obligations hereunder, the **CITY** shall perform the services set out below:

1. The **CITY** shall ensure that the haulers selected to participate in this study cooperate with **UNIVERSITY** personnel in completing this project. Hauler cooperation shall include providing **UNIVERSITY** with route related information to facilitate completion of the sample collection as well as coordinating scheduling of sampling activity to ensure that curbside set-outs are available for measurement. Failure to cooperate, including hauler interference in the collection of data, may result in the hauler being dropped and/or replaced and a reduction in total sample size collected by **UNIVERSITY**.
2. The **CITY** shall ensure that sample property selection is provided by Metro or some other mutually acceptable source.
3. The **CITY** shall perform the services set out above throughout the lifetime of the agreement.