

Exhibit A**PORTLAND STATE UNIVERSITY
INTERGOVERNMENTAL AGREEMENT
Portland Residential Waste Sorts 2013**

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

WITNESSETH:

WHEREAS CITY desires UNIVERSITY'S services on "Portland Residential Waste Sorts 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 CITY the services described in ATTACHMENT A hereto, which by this reference is incorporated herein and made a part hereof.

ARTICLE II -AGREEMENT PERIOD

The project period will be from March 15, 2013 through December 31, 2013.

ARTICLE III -SCIENTIFIC PERSONNEL

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

Contact information: Eric T. Crum - Director, Community Environmental Services, Portland State University, 503.725.8371, etcrum@pdx.edu, PO Box 751 - CES, Portland, OR 97207.

ARTICLE IV -CONSIDERATION

CITY agrees to pay UNIVERSITY for services and deliverables as described in Attachment A, fixed at a total of \$44,432; or a per waste sort round at \$22,216 each. A project order (PO) number, letter of agreement, or IGA shall be exchanged. Cost may be incurred beginning March 15, 2013.

Invoices for work accomplished under this Agreement shall be submitted after each waste sort round via email to Pete Chism at pete.chism@portlandoregon.gov. CITY 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 CITY:
 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:
 Jennifer Ward
 Associate Director
 Sponsored Projects Administration
 Office of Research and Strategic Partnerships
 Portland State University
 PO Box 751 - RSP
 Portland, OR 97207-0751
 (503) 725-8308
 Email: jennifer.ward@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 CITY proprietary information that CITY 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 CITY.

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 CITY 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 CITY for any such liability arising out of the wrongful or negligent acts of employees or agents of CITY.

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, CITY shall indemnify UNIVERSITY against any liability for damage to life or property arising from CITY'S actions under this Agreement provided, however, CITY 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. CITY 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. CITY has unrestricted access to and use data and information from the report for governmental purposes.

ARTICLE XII -TERMINATION

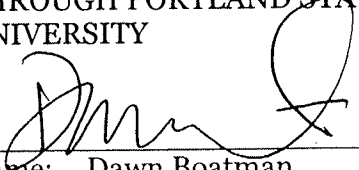
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to 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. CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND CITY 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: Dawn Boatman
Title: Director, Sponsored Projects Administration

Date: 3/26/13

Employer Tax ID Number: 48-1278540

Name: Charlie Hales
Title: Mayor of City of Portland

Date: _____

N/A

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 3/29/13

ATTACHMENT A
SCOPE OF WORK
Portland Residential Waste Sort 2013

Project Goal

Conduct waste composition analyses (waste sorts) to determine the material composition and successful diversion of recycling, composting, and garbage generated by single-family residences within the city of Portland. This assessment will provide the CITY with information about contamination in the composting and recycling streams as well as the percentage of accepted food scraps, yard debris, and recycling left in the garbage. The result of this work will help the CITY identify improvements in policy and educational efforts.

Methodology

To ensure consistency with past waste sort projects, UNIVERSITY will follow the methodology previously used by the CITY in waste sorts conducted in September 2011 and April and September, 2012. Waste sorts shall consist of approximately 23-24 material samples consisting of roughly 200-250 pounds each for all three residential material streams (recycling, composting and garbage, not glass).

To deliver geographically-representative and non-biased data, samples shall be collected from disposal and recycling facilities based on the percentage of Portland residential garbage, recyclables and compostables delivered to those facilities. Different sorting categories will be used for each material stream in an effort to address specific concerns of the CITY.

At each facility, incoming trucks will be interviewed at tipping areas to assess whether loads meet the sampling criteria: i.e., the material was generated in the city of Portland by single-family residents. Additionally, an effort will be made to sample from a broad range of hauling companies to ensure variability.

Each material category shall be weighed utilizing an A & D FK150 series bench scale independently calibrated by AAA Scale of Portland, Oregon to collect weights to the nearest 1/10 of a pound.

This assessment will not include any materials determined to be hazardous to UNIVERSITY staff. This includes hazardous or universal waste, grease and oil. Other materials that may pose health risks to waste sort staff, and thus will not be sorted, include loose animal feces, medical syringes, and unidentified chemicals.

Sample Allocation

The sample allocations detailed below are based on available tonnage data by facility and thus are subject to change when and if CITY provides UNIVERSITY with updated tonnage by facility.

Compost Samples

14 samples at Metro Central Transfer Station
10 samples at Metro South Transfer Station

Recycling Samples

16 samples at Far West Fibers NE
8 samples at Oregon Recycling Systems

Garbage Samples

12 samples at Metro Central Transfer Station
8 samples at Metro South Transfer Station
4 samples at West Van Material Recovery Center

Material Categories

All samples shall be hand-sorted into the material categories detailed below. Changes to the material categories must be mutually-agreed upon by the CITY and UNIVERSITY.

Green Cart Materials Sorted

Samples Weighed

Compost

- Yard debris and indoor plant trimmings (including Kraft paper yard debris bags)
- Food scraps
- Approved food-soiled paper

Recycling (includes cart mix and glass bottles and jars)

Garbage

- Unacceptable "compostable" plastic or paper serviceware;
- Dimensional lumber, treated, painted wood

- Inerts (dirt, rocks, concrete, ashes)
- Other garbage

Samples Counted

Compost

- Approved compostable bags
- Non-approved compostable bags
- Regular plastic bags
- Other liners (newspaper, paper bags).

Note: Liners should be weighed with the material that makes up the majority of their contents.

Garbage

- Diapers
 - Pet waste.
-

Blue Cart Materials Sorted

Samples Weighed

Recycling

- Newspaper
- Cardboard
- All other recyclable paper
- Metal containers
- Other metals
- All acceptable plastic containers

Compost (yard debris, food scraps, approved food-soiled paper)

Garbage

- Glass bottles and Jars

- Clamshells, plastic lids
- Styrofoam block
- Other unacceptable plastic
- Paper beverage cups
- Other unacceptable paper (including paper serviceware, freezer boxes)
- Other residuals (garbage, including non-recyclable glass)

Samples Counted

- Plastic bags
 - Diapers
 - Pet Waste
-

Garbage Container Materials Sorted

Garbage

- Clamshells, plastic lids
- Other residuals

Composting

- Indoor plant trimmings
- Yard debris
- Food scraps

- Approved food soiled-paper

Recycling

- Newspaper
- Cardboard
- All other recyclable paper
- Metal containers
- Other metals
- All acceptable plastic containers

UNIVERSITY Responsibilities and Deliverables

UNIVERSITY shall provide services specifically to Solid Waste & Recycling, Bureau of Planning & Sustainability, to determine the waste composition of recycling, composting and garbage set out at the curbside of single-family residences in Portland. UNIVERSITY shall provide CITY those services set out below.

1. UNIVERSITY staff, in cooperation with CITY and various recycling, composting and garbage facilities, shall perform two rounds of waste sorts consisting of 23-24 samples each of the residential recycling, composting and garbage waste streams. A minimum of 70 samples shall be sorted for each seasonal round.
2. UNIVERSITY shall coordinate with disposal and recovery facilities to determine waste sort days and times.
3. For each sample, UNIVERSITY staff will record the weight of each of the agreed upon materials in all three categories (compost, recycling, garbage) into an Excel spreadsheet.
4. UNIVERSITY shall provide CITY with the following information in a final report:
 - Material composition assessment methodology;
 - A summary table of the material composition assessment results including average percent by weight of each material category observed in each material stream, broken out by season;
 - A written summary of additional observations and findings;
 - A recommendation on further analyses; and
 - An appendix containing the composition results for all samples.

CITY Responsibilities

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

1. CITY shall ensure that the facilities selected to participate in this study cooperate with UNIVERSITY personnel in completing this project. Facility cooperation shall include providing UNIVERSITY with waste stream information to facilitate completion of the sorting of 24 waste sorts each for recycling, composting and garbage. Failure to cooperate, including hauler interference in the collection of data, may result in sorting samples being dropped and a reduction in total sample size collected by UNIVERSITY.

Schedule

UNIVERSITY shall execute two rounds of waste sorts—one in April, 2013 and the other during September or October, 2013. The exact timing of the fall round will be determined by mutual agreement between UNIVERSITY and CITY.

During these two rounds of sorting, UNIVERSITY shall make every effort to conduct the sampling and sorting over the course of one month and shall not exceed a six week period. The exact dates of data collection will be determined by mutual agreement between UNIVERSITY and the selected facilities.

For each round of waste sorts, the individual material composition weights for each sample will be provided within seven (7) days of completion of all data collection. A draft report will be submitted to CITY no later than fifteen (15) days after completion of data collection.

Any changes to the Scope of Work shall be made by mutual agreement of CITY and UNIVERSITY staff.