

Exhibit A

**PORTLAND STATE UNIVERSITY
INTERGOVERNMENTAL AGREEMENT
Portland Event Recycling Program 2013-2016**

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 Event Recycling Program 2013-2016," 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 is from April 1, 2013 through March 31, 2016.

ARTICLE III -SCIENTIFIC PERSONNEL

Eric T. Crum is responsible for the conduct of research under this Agreement for 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 to this Agreement, for a cost not to exceed \$132,937 as described in Attachment B to this Agreement. A project order (PO) number, letter of agreement, or IGA shall be exchanged. Cost may be incurred beginning April 1, 2013.

Invoices for work accomplished under this Agreement shall be submitted via email to Kyenne Williams at kyenne.williams@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 (RSP), 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:

Kyenne Williams
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Avenue, Suite 7100
Portland, OR 97201-5380
(503) 823-5054
Email:
kyenne.williams@portlandoregon.gov

If to UNIVERSITY:

Jennifer L. Ward
Associate Director, Sponsored Projects Admin.
Office of Research & 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: 4/15/13

Name: Charlie Hales
Title: Mayor of City of Portland

Date: _____

Employer Tax ID Number: 48-1278529

Contact Person: Kyenne Williams
Contact Phone: 503-823-5054

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 4/23/13

ATTACHMENT A

Portland Event Recycling Services FY 2013-15

Scope of Work

DRAFT v. 2-28-13

Term

This is a multiyear project running between April 1, 2013 and March 31, 2016 and is a partnership between Portland State University's Community Environmental Services (CES) and the City of Portland Bureau of Planning and Sustainability (BPS).

Purpose

Support and facilitate recycling, composting and waste prevention activities at events within the city of Portland by providing resources, equipment and technical assistance free of charge. Service priority is given to large, public and recurring events.

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 Responsibilities

- 1) Continue to provide technical assistance and equipment to recurring events.
- 2) Provide technical assistance and equipment to new events.
- 3) Identify and take advantage of outreach opportunities to engage event coordinators unfamiliar with PER program.
- 4) Respond to inquired for more information via email and phone.
- 5) Maintain event database for tracking and contact information (electronically, as well as hard copies).
- 6) Oversee and maintain equipment and check out and tracking systems.
- 7) Identify and co-develop any new equipment protocols and program collateral, as needed.
- 8) Maintain event recycling dedicated phone line and email address.

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. Primary objective is to assist Level 1 events which are large, public and frequently held on the Waterfront. Second priority is to assist Level 2 event which are medium sized and public. Level 3 events receive limited assistance; the majority pick-up and drop off the loaner equipment.

The tasks associated with each level are intended to indicate the types of tasks that each of the three sizes of events is 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 (garbage, recycling and compost) 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
- waste prevention assistance

Level 2-Medium Event

Medium waste (garbage, recycling and compost) 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
- coordinate the event/event coordinator pick up and drop off of equipment
- some data tracking
- self haul recycling location referrals
- education and outreach

Level 3-Small Event

Minimal waste (garbage, recycling and compost) 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
- coordinate the event/event coordinator pick up and drop off of equipment
- recycling bins and signage
- bin set-up instruction
- self haul recycling location referrals
- 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.
- Student hours expended from January 1 -July 15

An Event Season Summary Report shall be due on February 1, 2014, 2015, and 2016.

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

Bureau of Planning and Sustainability Responsibilities

- 1) Provide program oversight and management.
- 2) Assist with event recycling 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 and mailing addresses.
- 4) Maintain, update and develop new PER collateral as needed.
- 5) Be responsible for any general communication needed to haulers and business community for purpose of facilitating assistance work.
- 6) Distribute the project reports to the appropriate staff contacts within the office.
- 7) Approve layout and/or content of any letters including posters, form letters or other materials prepared.

PSU Community Environmental Services
 Portland Event Recycling Project
 4/1/13 - 3/31/16

ATTACHMENT B

Personnel				YR1	YR2	YR3	Total Project
Eric Crum, PI	4/1/13 - 12/31/13			\$ 5,844			
	1/1/14 - 3/31/14			\$ 2,009			\$ 7,853
	4/1/14 - 12/31/14				\$ 6,026		
	1/1/15 - 3/31/15				\$ 2,071		\$ 8,096
	4/1/15 - 12/31/15					\$ 6,212	
	1/1/16 - 3/31/16					\$ 2,135	\$ 8,347
Student Hourly Staff		Total Hours	Hrly Rate				
Field Staff		850	\$ 15.00	\$ 12,750	\$ 12,750	\$ 12,750	\$ 38,250
Total Salaries and Wages				\$ 20,603	\$ 20,846	\$ 21,097	\$ 62,546
Fringe Benefits							
PI				\$ 4,241	\$ 4,372	\$ 4,508	\$ 13,120
Student Hourly				\$ 1,148	\$ 1,148	\$ 1,148	\$ 3,443
Total Fringe Benefits				\$ 5,388	\$ 5,519	\$ 5,655	\$ 16,563
Total Personnel Costs				\$ 25,991	\$ 26,366	\$ 26,752	\$ 79,109
Other Direct Costs		Monthly Rate	Months				
Vehicle Lease & Milage - 3% Increas Per Year		\$ 250.00	12	\$ 3,000	\$ 3,090	\$ 3,183	\$ 9,273
		Quarterly					
Parking & Storage - 3% Increas Per Year		\$ 1,010.00	4	\$ 4,040	\$ 4,161	\$ 4,286	\$ 12,487
Supplies & Communication				\$ 1,500	\$ 1,545	\$ 1,591	\$ 4,636
Total Other Direct Costs				\$ 8,540	\$ 8,796	\$ 9,060	\$ 26,396
Total Direct Costs				\$ 34,531	\$ 35,162	\$ 35,812	\$ 105,505
Indirect Costs				\$ 8,978	\$ 9,142	\$ 9,311	\$ 27,431
Total Project Costs				\$ 43,509	\$ 44,304	\$ 45,124	\$ 132,937