

PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between City of Portland, 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, for the project titled **Multifamily Waste Reduction**.

RECITALS

WHEREAS SPONSOR desires UNIVERSITY'S services on the project named above, 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, incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by June 30, 2017. Performance may be extended for additional six-months by written mutual consent between the parties, so long as this Agreement is extended within 270 days of its expiration. Any extension after termination shall be retroactive to the date of termination. Costs may be incurred for this Agreement from July 1, 2014.

ARTICLE III - SCIENTIFIC PERSONNEL

Renee Curtis is responsible for the implementation of the multifamily waste reduction program under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Renee Curtis without prior written approval of the SPONSOR.

ARTICLE IV - CONSIDERATION

SPONSOR agrees to pay UNIVERSITY the actual and allowable costs for services performed under this Agreement up to the maximum amount of **One Hundred Thirty Five Thousand (\$135,000)** DOLLARS, as shown in ATTACHMENT A (project budget.)

Invoices for work accomplished under this Agreement shall be submitted, no more frequently than quarterly, to
Jill Kolek
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave. Ste. 7100
Portland, OR 97201

SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. Payment shall be sent to Portland State University, Sponsored Projects Administration, PO Box 751 (SPA), 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 and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201
Jill.kolek@portlandoregon.gov
503-823-7590

If to UNIVERSITY:

Tim Rinner, Grants and Agreements Officer
Sponsored Projects Administration
Portland State University
PO Box 751 (SPA)
Portland, OR 97207-0751
spa.white@pdx.edu
503-725-3418

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 - PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or present at meetings the results of research conducted by UNIVERSITY. In addition, UNIVERSITY may use, reuse, and analyze the data that were developed by the UNIVERSITY during the course of research performed under this agreement for teaching or research purposes.

UNIVERSITY agrees to provide any proposed publication to SPONSOR thirty (30) days prior to submission, to review for the inclusion of SPONSOR-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

ARTICLE VIII - 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 in writing and supplies to UNIVERSITY during the course research performed under this Agreement. Such information will not be included in any published material without prior approval by SPONSOR.

ARTICLE IX - 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 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 X – CONTROLLING LAW AND VENUE

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

CITY OF PORTLAND

Signed: _____

Signed: _____

Name: _____

Name: Charlie Hales

Title: _____

Title: Mayor

Date: _____

Date: _____

Employer Tax ID Number : _____

Approved as to Form _____

ATTACHMENT A

Multifamily Waste Reduction Project Scope of Work

July 1, 2014 – June 30, 2017

Purpose:

The Multifamily Waste Reduction Project provides assistance to the Bureau of Planning and Sustainability (BPS) in the implementation and evaluation of a standardized recycling system for multifamily communities throughout Portland. Project staff will provide in-the-field direct assistance to haulers, property owners, managers and residents of multifamily communities and support BPS with special project work related to multifamily waste reduction.

Portland State University's Responsibilities:

- 1) Provide a program manager to oversee this project (Renee Curtis).
- 2) Staff hours
Total Program Manager hours dedicated to this project are approximately 1000.
Total regular-wage staff hours dedicated to this project are approximately 2900.
Management and staff hours may adjust temporarily as needed for special projects.
- 3) Tasks may include the following:
 - Site audits as requested
 - Meet with property owner/manager and on-site to discuss program and resident outreach
 - Place and/or update internal and external common collection areas (if requested)
 - Distribute educational materials to building residents/managers
 - Maintain inventory of outreach materials
 - Meet haulers onsite to coordinate the drop-off of new equipment
 - Install stickers and signage on new equipment
 - Provide layout and/or content of any letters including posters, form letters or other materials prepared by PSU staff for the public to BPS for approval.
 - Attend team meetings as requested
 - Record data on field forms and send forms to BPS
 - Other assistance needed as agreed upon by PSU and BPS
- 4) Reporting
Monthly reports are due at the monthly meeting (approximately the 3rd Friday/month) for the prior month's activities. The purpose of the report is to share work/outcomes to date.
Reports will include:
 - Total staff hours by month and to date (staff hours report)
 - Inventory counts
 - Hours still available per contract
 - Tasks accomplished during the month
 - Staff changes including phone numbers, email addresses and office hours
 - Attachments of all program participant correspondence prepared by PSU staff
 - Recommendations for future multifamily outreach work

City's Responsibilities:

- 1) Provide a program coordinator dedicated to the multifamily program oversight and management. Existing staff to provide project management and development, technical assistance and data analysis.

- 2) Provide PSU with current hauler list including phone numbers and mailing addresses.
- 3) Be responsible for any general communication needed to haulers and multifamily community for purposes of facilitating assistance work.
- 4) Distribute the monthly reports to the appropriate staff contacts within the office.
- 5) Create and produce outreach materials that support the two-sort multifamily recycling system.
- 6) Approve layout and/or content of any program participant correspondence within one month of receipt if printing is required; otherwise, a two-week turnaround will be the goal.
- 7) Monthly reports to be shared at the monthly meeting (approximately the 3rd Friday/month) for the prior month's activities. The purpose of the report is to share work/outcomes to date. Reports will include:
 - PSU time spent in field
 - Report of converted sites to date - by number of units and complexes
 - Breakdown by types of outreach / materials distributed

Estimated Budget:

Total budget = \$135,000 for approximately 2,900 field staff hours and 1,000 management hours.

PSU Contract Budget - City of Portland Multifamily Recycling										
7/1/14-6/30/17										
Personnel							Year 1	Year 2	Year 3	
PI: Renee Curtis										
PI or CO-PI: 1-2 FTE		Rate	FTE	Mnths						
7/1/14 - 6/30/15	\$50,000	12/mos	4167	0.18	12		\$ 9,000			\$ 9,000
7/1/15 - 6/30/16	\$51,500	12/mos	4292	0.18	12			\$ 9,270		\$ 9,270
7/1/16 - 6/30/17	\$53,045	12/mos	4420	0.18	12				\$ 9,548	\$ 9,548
Student Wages							Hours			
7/1/14 - 6/30/15			13.00			1000	\$ 13,000			\$ 13,000
7/1/15 - 6/30/16			13.50			965		\$ 13,028		\$ 13,028
7/1/16 - 6/30/17			14.00			925			\$ 12,950	\$ 12,950
Total Salaries and Wages							\$22,000	\$ 22,298	\$ 22,498	\$ 66,796
Total Fringe Benefits							\$ 7,850	\$ 8,067	\$ 8,286	\$ 24,203
Total Personnel Costs							\$29,850	\$ 30,365	\$ 30,784	\$ 90,999
Total Travel							\$ 4,920	\$ 4,920	\$ 4,920	\$ 14,760
Total Other Direct Costs (Supplies/ phone)							\$ 472	\$ 462	\$ 450	\$ 1,384
Total Direct Costs							\$35,242	\$ 35,747	\$ 36,154	\$107,143
Total Indirect Costs - 26% of TDC							\$ 9,163	\$ 9,294	\$ 9,400	\$ 27,857
Total Project Costs							\$44,405	\$ 45,041	\$ 45,554	\$135,000