

EXHIBIT 1

CITY OF PORTLAND
PORTLAND STATE UNIVERSITYINTERGOVERNMENTAL AGREEMENT

MULTIFAMILY WASTE REDUCTION PROJECT

This Agreement is entered into between City of Portland, hereinafter referred to as SPONSOR and Portland State University, hereinafter referred to as UNIVERSITY.

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 (scope of work) hereto, incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

The project period is April 1, 2017 through March 31, 2020. Reimbursable costs under this Agreement may be incurred beginning as of April 1, 2017.

ARTICLE III - SCIENTIFIC PERSONNEL

The UNIVERSITY's Project Manager shall be Christa McDermott, or other such person as shall be designated by the UNIVERSITY.

ARTICLE IV – CONSIDERATION

SPONSOR shall reimburse UNIVERSITY for the estimated cost of the Project in an amount not to exceed ("NTE") \$187,289 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget"). SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. SPONSOR recognizes that the Budget is the UNIVERSITY's best estimate of the total cost to support the Project, and UNIVERSITY may submit to SPONSOR a revised budget for additional funds if the cost of the Project is reasonably expected to exceed the NTE amount. SPONSOR may then determine whether to terminate the Agreement or to seek Council authorization for additional funding. SPONSOR is not liable for any payment in excess of the NTE amount unless agreed to by SPONSOR in writing. UNIVERSITY may adjust the Budget at its discretion, provided that such rebudgeting is within the NTE amount and consistent with the Project.

UNIVERSITY shall invoice SPONSOR no more often than quarterly for all costs of the Project incurred to

date but not previously invoiced. SPONSOR shall pay UNIVERSITY within thirty (30) days of receipt of any invoice. The final invoice shall be marked "Final" and submitted no later than 90 days after the termination of this agreement.

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

or such other person as may be identified in writing by the Director of the Bureau of Planning and Sustainability.

Payment shall be sent to

Anisa Chisti, Finance & Compliance Manager
Portland State University
Sponsored Projects Administration
PO Box 751(SPA)
Portland, OR 97207
spafct@pdx.edu

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 address as the receiving party specifies in writing:

If to SPONSOR:

Jill Kolek
City of Portland
Bureau of Planning and Sustainability
1900 SW 4th Ave., Ste. 7100
Portland, OR 97201

If to UNIVERSITY:

Jennifer Ward
Associate Director
Sponsored Projects Administration
Portland State University
PO Box 751 (SPA)
Portland, OR 97207-0751
(503) 725-9900
awards@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 - 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

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 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, even if Oregon's choice of law rules would otherwise require application of the law of a different state. 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 - COPYRIGHT

UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this agreement. SPONSOR shall have 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 use data and information from the report for non-commercial purposes.

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.

CITY OF PORTLAND

PORTLAND STATE UNIVERSITY

Signed: [Signature]

Signed: _____

Name: Timothy L. Rinner, MS

Name: _____

Title: Grants & Agreements Officer

Title: _____

Date: 3-15-17 Sponsored Projects Administration

Date: _____

Portland State University

APPROVED AS TO FORM

City _____ Attorney _____

Attachment A Scope of Work

Attachment B Budget

ATTACHMENT A**Multifamily Waste Reduction Project Scope of Work****April 1, 2017 – March 31, 2020****Project 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 the project.
- 2) Staff hours

Total Program Manager and Director hours dedicated to this project are approximately 1,200.
Total regular-wage staff hours, including the Graduate Research Assistant, dedicated to this project are approximately 3,000.
Management and staff hours may adjust temporarily as needed for special projects.
- 3) Task and deliverables include the following:
 - Program manager to:
 - Recruit and retain adequate program staff, include BPS in lead hiring process as appropriate.
 - Establish, utilize and track outreach and hiring practices for consistent and effective recruitment of applicants of color.
 - Provide orientation to program protocols and Portland's commercial collection system.
 - Provide ongoing training and guidance to program staff.
 - Bring any compliance related issues to attention of BPS within a maximum of one week of discovery for resolution.
 - Deliver professional, quality service to program customers.
 - Provide BPS with the opportunity to review and approve all customer related communications.
 - Attend BPS/CES team meetings as requested.
 - Program staff to:
 - Deliver professional, quality service to program customers.
 - Understand and comply with program protocols.
 - Understand Portland's commercial collection system.
 - Bring any compliance related issues to attention of BPS within one-week maximum of discovery for resolution.
 - Attend BPS CES team meetings as requested.
 - Program:
 - Delivery of material and service requests, including:
 - Order fulfillment
 - Data recording
 - Onsite collection area assessment and troubleshooting
 - Tabling and resident presentations, as requested
 - Store and manage inventory of program related materials.
 - Other assistance needed as agreed upon by PSU and BPS.
- 4) Reporting

Monthly reports are due within the first 10 days the 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)-
- Collateral inventory counts
- Hours 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.
- 2) Provide a program coordinator dedicated to providing staff guidance, technical support and managing the resolution of compliance related issues.
- 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 and educational materials.
- 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.

ATTACHMENT B
Multifamily Waste Reduction Project Budget
April 1, 2017 – March 31, 2020

Title:	Multifamily	Salary Increment:	3.0%	3.0%	3.0%
PI:	Christa McDermott				
Sponsor:	City of Portland	Inflation (non-personnel):	0.0%	5.0%	5.0%
Period:	7/1/17-6/30/20	Indirect Rate:	26.0%	26.0%	26.0%

Description		FTE	Months	Year 1	Year 2	Year 3	Total
Salaries & Fringe							
Director	Christa McDermott	0.03	12.0	3,474	3,578	3,686	10,738
Project Manager	Emily Murkland	0.15	12.0	12,509	12,885	13,271	38,666
GRA		0.30	12.0	9,884	10,181	10,486	30,551
Hourly Wages & Fringe							
			<i>Annual Hrs</i>				
Hourly Students			400.0	6,540	6,736	6,938	20,214
Subtotal - Personnel				32,408	33,380	34,381	100,169
Other Direct Costs							
Tuition Remission				9,000	9,450	9,923	28,373
		<i>Monthly Cost</i>	<i>Mnths</i>				
Vehicles Leases/Motorpool/Mileage		225	12.0	2,700	2,835	2,977	8,512
Telecom		38	12.0	456	479	503	1,438
Wi Fi		60	12.0	720	756	794	2,270
		<i>Qtrly Costs</i>	<i>Qtrs</i>				
Parking		575	4.0	2,300	2,415	2,536	7,251
Misc. Supplies		50	4.0	200	210	221	631
Subtotal - Other Direct Costs				15,376	16,145	16,952	48,473
Total Direct Costs				47,784	49,525	51,333	148,642
Indirect Costs				12,424	12,876	13,347	38,647
GRAND TOTAL				60,207	62,401	64,680	187,289