

EXHIBIT 1

CITY OF PORTLAND
PORTLAND STATE UNIVERSITYINTERGOVERNMENTAL AGREEMENT

Portland Event Recycling Program 2016-2019

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.

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, 2016 through March 31, 2019.

ARTICLE III - SCIENTIFIC PERSONNEL

Emily Murkland is responsible for the implementation of the Portland Event Recycling program under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Emily Murkland 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 sixty-two thousand, one hundred seventy-one dollars, (\$162,171) as shown in ATTACHMENT B (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

Emily Murkland
 Projects Manager
 Community Environmental Services
 503.725.8469 office
emcary@pdx.edu

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:

Emily Murkland
 Community Environmental Services
 Portland State University
 Portland, OR 97207-0751
emcary@pdx.edu
 503-725-8469

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 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. 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 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 use data and information from the report for governmental 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.

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: Portland Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

City Attorney _____

Attachment A Scope of Work

Attachment B Budget

ATTACHMENT A

Scope of Work

Purpose

Through the Portland Event Recycling program (PER), CES will support public events within the city of Portland by providing assistance, information, resources and equipment to facilitate garbage, recycling and food scrap collection and waste prevention activities.

Staffing

The number of field staff hours budgeted for this project to provide all services for events is built upon an estimated number of 1235 hours per calendar year.

CES Administration Tasks

1. CES Portland Event Recycling Lead will check in with BPS program coordinator mid-season (around mid to late July) for the purpose of providing and reviewing a PER status update. The update will include the following:
 - a. summary number of events assisted by month and to date
 - b. staff changes, including an updated contact list with phone numbers and email addresses
 - c. student hours expended from January 1 to date
 - d. any urgent anticipated equipment needed that will need to be addressed prior to end of event season
2. CES will write an Event Season Summary Report due on second Monday of February by 5 pm the following years 2017, 2018 and 2019. The Event Season Summary Report shall include:
 - a. summary of events assisted by month and to date for the calendar year including date, size, location, contact and the recovery rate when known
 - b. staff changes, including an updated contact list with phone numbers and email addresses
 - c. student hours expended for the calendar year
 - d. historic data on quantities of recycling and waste compared to current year for individual events, when known
 - e. statement of equipment inventory and losses
 - f. estimates for new equipment needed
 - g. recommendations for improvements including gaps in educational/informational materials
3. CES will draft an Executive Summary in preparation for the Event Summary Report. The Executive Summary will be provided to BPS during the season wrap-up meeting in early December, with opportunity for CES and BPS to discuss. The Executive Summary Report shall include:
 - a. a general overview of the current year's season of events including number, size, and cancelations
 - b. equipment inventory trends, purchases, and loss
 - c. waterfront diversion rate tables for specific material types and overall diversion rate trends -flagging significant changes for discussion

- d. outreach notes and suggestions for the coming season
 - e. draft recommendations and conclusions for greater development in the Event Summary Report
4. Maintain event database for tracking events, demographic and contact information.
 5. Oversee equipment check out and tracking system including notifying BPS of missing and damaged equipment; develop new equipment protocols as needed.
 6. Following the established PER protocol, maintain event recycling "hotline". Develop new hotline protocols as needed.
 7. CES Director will alert Portland staff to lead staff turnover and invite BPS participation in the recruitment process.
 8. CES Director will provide BPS an opportunity, on an annual basis, to provide feedback on staff's personal and professional development and performance. Feedback on staff performance will be provided in writing by BPS to the CES Director to share as appropriate.

CES Event Coordinator Outreach and Assistance Tasks

1. Provide technical assistance to, and coordinate loaner equipment for, recurring events as listed below under 'potential tasks' related to size of event and the established "Event Service Criteria" outlined below.
2. Identify and utilize outreach opportunities that engage event coordinators, examples of these types of activities include updating Portland Parks & Recreation "Special Event / Special Use Permit Manual", developing an online "DIY Guide" for small events, and distributing an electronic pre-season promotion targeting past events and event coordinators.
3. Based on inquiry, provide tailored instructional and/or educational materials that aids the customers use of the PER services, establish a quality public event recovery system and/or address a specific challenge.
4. Provide instructional and/or educational materials in a way that is most suitable to the customer. Generally this type of information is provided through email, but if needed, CES will distribute through U.S. mail.
5. Continue to support, and strategically grow, program services to level one events, as described below.

CES Special Research Project Tasks

1. In an effort to increase PER's overall effectiveness, develop project scope of work and hour estimations for BPS/CES consideration and approval.

Bureau of Planning and Sustainability Tasks

1. Provide program oversight and management.
2. Assist CES with engagement and 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, email and mailing addresses.
4. Communicate program information to haulers and business community as needed to facilitate PER assistance.
5. Resolve any lost or damaged equipment concerns.
6. Distribute the Event Seasons Summary Reports as appropriate.

7. Create and produce educational and instructional materials.
8. Provide CES the opportunity to review new or updated education and informational pieces.
9. Approve layout and/or content of any communications/educational/instructional materials including posters, letters or other materials prepared by CES staff for the public. Materials submitted for review will be returned within two weeks; materials to be printed by city may require a four week turnaround.
10. Approve special research projects scope of work and budget.

Event Service Criteria

Services will be divided into three service levels. 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.

The tasks associated with each level is intended to indicate the types of tasks that each of the three sizes of events are 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. On an annual basis, CES and BPS will 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-High Waste Generator Events: Typically take place at Waterfront Park, Park Blocks, Portland International Raceway (PIR), Sunday Parkways, or other public venues.

Criteria: 40 or more recycling container needed

Potential Event Tasks

1. Event coordinator consultation
2. Equipment and signage delivery
3. Instructional/education materials as appropriate
4. Vendor education and outreach
5. Set up / take down assistance
6. Data tracking
7. Waste prevention assistance, as opportunities are identified
8. Janitorial and hauler coordination
9. On site monitoring
10. Testing new equipment/systems/signage

Level 2-Medium Waste Generator Event: Typically one or more event coordinators, at least four food vendors and up to 2S vendors. These events typically have volunteer assistance. Some events may self-haul.

Criteria: 11-39 recycling container needed

Potential Event Tasks

1. Event coordinator consultation
2. Equipment and signage delivery

3. Instructional/education materials as appropriate
4. Vendor education and outreach
5. Set up / take down assistance
6. Data tracking
7. Waste prevention assistance, as opportunities are identified

Level 3-Small Waste Generator Event: 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 plans to self-haul waste).

Potential Event Tasks

1. Event coordinator consultation
2. Equipment and signage loaner
3. Instructional/education materials as appropriate

ATTACHMENT B

Title: Portland Event Recycling Project II
 PI: Christa McDermott
 Sponsor: City of Portland (COP)
 Period: 4/1/16-3/31/19

Salary Increment: 3.0% 3.0% 3.0%
 Indirect Rate: 26.0% 26.0% 26.0%

4/1/16-3/31/17 4/1/17-3/31/18 4/1/18-3/31/19 PHASE 2

Description	Term / Appt	FTE	Months	Year 1	Year 2	Year 3	Total	Notes
Salaries & Wages								
Principal Investigator	Christa McDermott	12	0.050	12.0	3,863	3,978	4,098	11,939 3% annual increase
Project Manager		12	0.125	12.0	6,953	7,161	7,376	21,489 3% annual increase
Hourly Wages								
	<i>Hours</i>	<i>Hourly Rate</i>	<i># Hours</i>	<i># Weeks</i>				
Hourly Student	650	\$ 15.65	50	13.0	10,173	10,173	10,173	30,518
Hourly Student	585	\$ 15.65	15	39.0	9,155	9,155	9,155	27,466
	1235							
Fringe Benefits								
			OPE%					
Principal Investigator			52.0%		2,009	2,069	2,131	6,208
Project Manager			69.0%		4,797	4,941	5,089	14,828 Assumes Project Manager has a 0.75 FTE Appointment
Hourly Student			1.0%		102	102	102	305
Hourly Student			8.8%		806	806	806	2,417
Subtotal - Personnel		Mo. Rate	# Months		37,856	38,384	38,929	115,169
Materials & Supplies		\$ 100.00	12.00		1,200	1,236	1,273	3,709 3% annual increase
Motorpool Expenses - Lease and Mileage		\$ 150.00	12.00		1,800	1,854	1,910	5,564 3% annual increase
Parking and Reserves Spaces Expenses		\$ 75.00	12.00		900	927	955	2,782 3% annual increase
Telecomm Expenses		\$ 40.00	12.00		480	494	509	1,484 3% annual increase
Other								
Subtotal - Other Direct Costs					4,380	4,511	4,647	13,538
Total Direct Costs					42,236	42,896	43,576	128,707
Indirect Costs					10,981	11,153	11,330	33,464
GRAND TOTAL					53,217	54,049	54,905	162,171

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