

188934

AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
Funding for Portland Harbor Stormwater Source Control Coordination

1. This Agreement is between the City of Portland (CITY) acting by and through its Bureau of Environmental Services (BES) and the State of Oregon acting by and through its Department of Environmental Quality (DEQ).

AGREEMENT AMOUNT TO DATE	AMENDMENT AMOUNT	TOTAL AMENDED AMOUNT OF AGREEMENT
<u>\$90,000</u>		

2. The Agreement entered into on June 25, 2015, is amended as follows: deleted language is stricken and enclosed in [ brackets ] and new language is **bold underlined**.

1. **Effective Date and Duration.** This IGA is effective from the date of execution by both parties. Unless earlier terminated or extended, this IGA shall expire on [June 30, 2017] **June 30, 2019**. The parties may, by mutual consent, amend this IGA provided a written IGA amendment is execution by both parties.
2. **Consideration.** CITY agrees to reimburse DEQ for the actual costs associated with providing the services described in this IGA including but not limited to salary, other personnel expenses, indirect costs, overhead and other related direct costs up to the maximum, not to exceed amounts below:

[~~\$60,000~~] **\$110,000** for the period beginning on the effective date and ending on [June 30, 2017] **June 30, 2019**.

If the parties agree to renew this IGA, reimbursement for the additional term will be determined and described in the written IGA amendment.

3. **Project Representatives.** Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

**CITY**

Project Manager: Cindy Ryals  
Organization: City of Portland, BES  
Address: 1120 SW Fifth Ave., Suite 1000  
Portland, OR 97204  
Phone: (503) 823-5830  
Email: [cindy.ryals@portlandoregon.gov](mailto:cindy.ryals@portlandoregon.gov)

**DEQ**

Project Manager: [~~Keith Johnson~~] **Paul Seidel**  
Organization: State of Oregon DEQ  
Address: 700 NE Multnomah St, Suite 600  
Portland, OR 97232  
Phone: 503-229-6431  
Email: [johnson.keith@deq.state.or.us](mailto:johnson.keith@deq.state.or.us)

6. **Reimbursement.**

DEQ will submit itemized invoices to CITY for reimbursement of all approved actual costs related to Work performed; noting the project and CITY contract number. Invoices will include a summary of hours worked in accordance with the Coordination General Duties outlined in the Statement of Work.

This IGA does not provide reimbursement for any training, travel, lodging or meals unless specifically authorized in writing by the CITY Project Manager prior to any such expenditure.

Non-itemized or incomplete billings will be detained for payment processing until DEQ has supplied correct information.

DEQ will submit to CITY monthly invoices for costs incurred during the preceding month no later than 45 days following the end of that month. Invoices will be submitted in duplicate, identifying the CITY IGA number to:

Cindy Ryals  
City of Portland  
Bureau of Environmental Services  
1120 SW Fifth Avenue, Room 1000  
Portland, OR 97204

CITY will pay all approved invoices within 30 days.

## STATEMENT OF WORK

### Continue Funding for Portland Harbor Stormwater Source Control Coordination

The DEQ and EPA Portland Harbor Joint Source Control Strategy (December 2005) states: "A detailed understanding of stormwater discharge quality and quantity to Portland Harbor is needed to evaluate potential adverse impacts to the Willamette River. This information will be utilized to identify, prioritize, and implement stormwater source control measures to prevent contamination of river sediments and recontamination of river sediments following the Portland Harbor clean up."

A 5-year IGA was established in 2004 to fund a position within DEQ to support the achievement of these objectives. In February 2006, DEQ hired a Natural Resource Specialist (NRS) 4 with the appropriate qualifications to act as the Portland Harbor Stormwater Source Control Coordinator (Coordinator) to implement the statement of work described in the original IGA and subsequent annual amendments to renew it through June 30, 2015.

This IGA continues that work and relationship, by supporting DEQ's work to coordinate regional water quality and cleanup activities related to the Harbor. DEQ staff, including but not limited to Cleanup Program and Water Quality Program managers, other technical staff and administrative support staff may charge to this IGA for work covered in the Coordination General Duties below. The cost of staff activities related to this Work are eligible for reimbursement, as long as total reimbursement under the IGA does not exceed the dollar amount described in Section 2 on page 1 of this IGA. The IGA does not cover reimbursement for cost-recoverable time related to the DEQ's involvement in oversight of active cleanup sites.

### Coordination General Duties

#### **Programmatic Regulatory Assistance**

One of the questions concerning the Portland Harbor Superfund project is whether the existing DEQ industrial discharge permits, and any future proposed modifications, sufficiently protect sediment quality from key pollutants discharged to the Superfund site via stormwater. As part of the comprehensive stormwater plan proposed by DEQ, the following tasks may need to be conducted:

1. Facilitate consistent application of the comprehensive stormwater source control approach to recontamination prevention. Develop and implementation of an approach to demonstrate stormwater source control sufficiency to prevent recontamination, in lieu comprehensive end-of-pipe outfall discharge monitoring and loading analyses. Develop tools, such as a comprehensive Portland Harbor stormwater and stormwater solids database, to support the demonstration of effectiveness of the stormwater source control process and City Outfalls investigation. Identify data needs and develop data collection plans and guidelines.
2. Determine whether sites not currently required to obtain stormwater permits should be required to have stormwater controls and, if so, what regulatory mechanism is appropriate.
3. Facilitate coordination between DEQ and City stormwater and source control programs, including the City's industrial stormwater inspection program and permitting processes for redevelopment of sites, and provide input on how these programs may address current or previous contamination and recontamination.
4. Establish and facilitate meetings with appropriate DEQ Water Quality staff, DEQ Portland Harbor Cleanup Staff and City Superfund and Stormwater staff to ensure close cross-program coordination on Portland Harbor stormwater policy development.

#### **Site-Specific Technical Assistance**

Coordination will focus on stormwater and water quality issues related to the Portland Harbor Superfund area and vicinity. While the City is focused on promoting adequate source control at upland sites that discharge to the municipal stormwater conveyance system, DEQ staff work on any upland site that drains stormwater to the river within Portland Harbor. Tasks anticipated include:

1. Implement cross-program efforts within DEQ, in coordination with the City and EPA, to ensure the objectives of the Outfalls IGA (DEQ No. LQVC-NWR-03-10) are satisfied.
2. Ensure DEQ Cleanup project managers coordinate Portland Harbor upland cleanup work with City outfalls source control work, to the extent practicable and feasible; and, solicit and consider BES comments on proposed site discovery, assessment, source control actions, remedy selection, cleanup activities, and recontamination assessments directly related to discharges to the City collection system.
3. Provide consistency in stormwater evaluations and decisions between cleanup sites.
4. Maintain and update DEQ's stormwater guidance and decision-making framework consistent with Portland Harbor cleanup objectives and in coordination with stakeholders, including the City.

3. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. The parties certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment. This amendment shall become effective on the date which every party has signed.

**AGREED:** City of Portland

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Michael Jordan, Director of Bureau of Environmental Services      Date

**Approved As To Form:**

\_\_\_\_\_  
City of Portland Attorney      Date

**AGREED:** DEQ

\_\_\_\_\_  
Nina DeConcini, NWR Division Administrator      Date

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Mark Brown, Financial Services Manager      Date