

FILE

## INTERGOVERNMENTAL AGREEMENT

### BETWEEN THE CITY OF ST. HELENS AND THE CITY OF PORTLAND REGARDING LABORATORY ANALYTICAL SERVICES

This agreement is entered into on January 1, 2002, by and between the City of St. Helens, Oregon (St. Helens) and the City of Portland, Oregon (Portland).

#### RECITALS

WHEREAS, the City of St. Helens was issued a National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit. The NPDES permit requires implementation of a wastewater monitoring program. The City of St. Helens uses the services of contract laboratories as needed to comply with the requirements of the wastewater monitoring program and;

WHEREAS, the goal of this intergovernmental agreement is to provide laboratory analytical services for the City of St. Helens by the City of Portland and;

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation, and services to be provided by each party.

NOW THEREFORE, the parties agree to the following:

#### 1. SCOPE OF PORTLAND'S SERVICES

- A. Portland shall be responsible for providing laboratory analytical services requested by St. Helens (including methods and rates) as shown in the attached fee schedule (Exhibit A). Portland shall notify St. Helens within 30 days of enactment of any changes to the fee schedule in Attachment A.
- B. Portland shall provide St. Helens with all necessary sample bottles, ice chests, and chain-of-custody documents as requested by St. Helens.
- C. Portland shall provide a 14-day turn-a-round on all sample analyses results, except in the event of delay caused by conditions beyond Portland's reasonable control. In the event of delay, Portland shall promptly notify St. Helens of the delay and provide an estimated time for turn-a-round of the delayed sample analyses. Sample analyses reports shall be sent to :

City of St. Helens  
Attn: Wastewater Department  
P.O. Box 278  
St. Helens, OR 97051

- D. Portland shall provide data reports listing the analyses results, detection limits, methods used and routine quality assurance/quality control documentation as requested.
- E. Portland shall notify St. Helens of changes in the attached fee schedule (Exhibit A) six-months before implementation.

**2. SCOPE OF ST. HELENS SERVICES**

- A. St. Helens shall be responsible for transporting the samples to the Water Pollution Control Laboratory in Portland.
- B. St. Helens shall be responsible for review and acceptance of all products prepared by Portland.
- C. St. Helens shall be responsible for requesting necessary sample bottles, ice chests, and chain-of-custody documents.

**3. COMPENSATION**

The City of St. Helens shall reimburse Portland promptly for the costs incurred in accordance with Section 5 STATEMENT AND PAYMENT PROCEDURE. St. Helens shall pay Portland within 30-days of being invoiced. St. Helens shall pay Portland for laboratory services for analyses performed according to the attached fee schedule (Exhibit A).

**4. EFFECTIVE AND TERMINATION DATES**

This agreement shall be effective as of January 1, 2002 and shall terminate on December 31, 2006.

**5. STATEMENT AND PAYMENT PROCEDURE**

Portland's statement and St. Helens payment procedures shall be as set out below.

Within 30-days of each sampling session, Portland shall submit to St. Helens a detailed statement describing analyses performed. The statement shall include all analytical costs related to this IGA. Portland will furnish St. Helens such statements or reports of expenditures as may be needed to satisfy fiscal requirements. Statements or expenditure reports shall be sent to:

City of St. Helens  
Attn: Financial Department  
P.O. Box 278

St. Helens, OR 97051

Payment of the amounts setout in Section 3 above shall be made to the City of Portland, no later than 30-days of being invoiced, and shall be sent to:

Mr. Duane Linnertz  
Bureau of Environmental Services  
Water Pollution Control Lab, Bldg. 217  
Investigation and Monitoring Services Section  
6543 N. Burlington Avenue  
Portland, OR 97203-5452

**6. EARLY TERMINATION OF AGREEMENT**

- A. Portland and the City of St. Helens, by mutual agreement, may modify, amend, or terminate this Agreement at any time.
- B. Either Portland or St. Helens may terminate this Agreement in the event of a breach of the agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving written notice of termination.
- C. Either Portland or St. Helens may terminate this Agreement in the event that Portland's Water Pollution Control Laboratory is rendered inoperable by an Act of God.

**7. INDEMNIFICATION**

To the extent permitted by the Oregon Tort Claims Act, Portland agrees to indemnify, defend, and hold harmless St. Helens from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of Portland and its officers, employees, and agents in performance of this intergovernmental agreement. To the extent permitted by the Oregon Tort Claims Act, St. Helens agrees to indemnify, defend, and hold harmless Portland from any claims, demands, and actions (including attorney fees and costs) resulting from or arising out of the acts of St. Helens and its officers, employees, and agents in performance of this intergovernmental agreement.

8. FUNDS

Portland and St. Helens certify that sufficient funds shall be made available during the fiscal period covered by this agreement and will be authorized for expenditure to finance the cost of the Agreement.

CITY OF PORTLAND

By: \_\_\_\_\_  
Dan Saltzman, Commissioner of  
Public Affairs

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dean Marriott, Bureau Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Blackmer, Auditor

Date: \_\_\_\_\_

CITY OF ST. HELENS

By: Donald L. Kalberg  
Mayor Donald L. Kalberg

Date: 12/5/2001

By: Brian D. Little  
Brian Little, City Administrator

Date: 12/5/2001

APPROVED as to form:

Portland City Attorney,  
for City of Portland, Oregon

By: Jeffrey L. Rogerson  
CITY ATTORNEY

St. Helens City Attorney,  
for City of St. Helens, Oregon

By: Richard Appicello  
Richard Appicello, City Attorney