

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE CITY OF LA GRANDE
REGARDING LABORATORY ANALYTICAL SERVICES**

This agreement is entered into on November 30, 2007 by and between the City of La Grande, Oregon (La Grande) and the City of Portland, Oregon (Portland).

RECITALS

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

WHEREAS, the City of La Grande was issued a National Pollutant Discharge Elimination System (NPDES) discharge permit. The NPDES permit requires monitoring requirements, and submittal of reports;

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 (including methods and rates) to the City of La Grande as shown in the attached fee schedule (Exhibit A).
- B. Portland shall provide La Grande with all necessary sample bottles, ice-chests, and chain-of-custody documents.
- C. Portland shall provide a 14-day turn-a-round time 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 La Grande of the delay and provide an estimated time for turn-a-round of the delayed sample analyses.
- 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 the City of La Grande of changes in the attached fee schedule (Exhibit A) in writing no less than two months before implementation.

2. SCOPE OF LA GRANDE'S SERVICES

A. La Grande shall be responsible for review and acceptance of all products prepared by Portland.

3. COMPENSATION

The City of La Grande shall reimburse Portland promptly for costs incurred in accordance with Section 5 STATEMENT AND PAYMENT PROCEDURE. La Grande shall pay Portland within 30 days of being invoiced. La Grande shall pay Portland for laboratory services as shown in the attached schedule of rates (Exhibit A) which may be amended by Portland pursuant to section 1.E above.

4. EFFECTIVE AND TERMINATION DATES

This agreement shall be effective as of the date it is signed by all parties and shall terminate as of January 30, 2012. The Director of the Bureau of Environmental Services may authorize extensions of this agreement on behalf of the City of Portland, up to a maximum duration of 10 years.

5. STATEMENT AND PAYMENT PROCEDURE

Portland's statement and La Grande's payment procedures shall be as set out below.

Within 30-days of each sampling session, Portland's project manager, shall submit to La Grande's Wastewater Superintendent, a detailed statement describing analyses performed. The statement shall include all analytical costs related to this IGA. Portland will furnish La Grande such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

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

City of Portland
Accounting Division, Office of Finance and Administration
Accounts Receivable
1120 SW Fifth Avenue, Room 1250
Portland, OR 97204

6. EARLY TERMINATION OF AGREEMENT

- A. Portland and La Grande, by mutual written agreement, may modify, amend, or terminate this Agreement at any time.
- B. Either Portland or La Grande 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 a written notice of termination.

C. Either Portland or La Grande may terminate this Agreement in the event of Portland's Water Pollution Control Laboratory is rendered inoperable by an Act of God.

D. Either Portland or La Grande may terminate this Agreement for convenience on 60 days prior written notice of intent to terminate

7. INDEMNIFICATION

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

8. FUNDS

Portland and La Grande certify that sufficient funds are available for the 2007-2008 fiscal year and that both Portland and La Grande are authorized to spend funds to cover the costs associated with this agreement for that fiscal year. Both Portland and La Grande will use their best efforts to urge appropriation of funds to cover the costs of this agreement in the ensuing fiscal years. If funds for this intergovernmental agreement are not appropriated for any fiscal year, the party whose budget does not include funds to cover the costs of the intergovernmental agreement shall notify the other party in writing in such non-appropriation in a timely manner.

CITY OF PORTLAND

CITY OF LA GRANDE

By: _____
Sam Adams, Commissioner of Public Affairs

By: Dan Chival
Public Works Director

Date: _____

Date: 11-1-07

By: _____
Dean Marriott, Bureau Director

By: Edwin Slipp
City Manager

Date: _____

Date: 11-27-07

By: _____
Gary Blackmer, Auditor

Date: _____

APPROVED as to form:

Portland City Attorney,
for City of Portland, Oregon

By: 

La Grande City Attorney
for City of La Grande, Oregon

By: 

WPCL Budget Worksheet FY 2007-08



Environmental Investigations Division
City of Portland
Bureau of Environmental Services



Date:

Auto Totals

Project Name:

| | |
|-----|--------|
| LAB | \$0.00 |
|-----|--------|

Contact Name & Phone #:

| | |
|----|--------|
| FO | \$0.00 |
|----|--------|

Center Code & Project Number:

| | |
|-------|--------|
| TOTAL | \$0.00 |
|-------|--------|

NOTE: New projects must complete and include the Monitoring Project Justification Ranking Form.

Feel free to attach additional information in Microsoft Word.

Monitoring Summary:

A. Monitoring Project Description and Reason (Issue or requirement to be addressed)

B. Goals and Objectives (Specific question to be answered from data collected)

C. Project Justification (BES goal, regulatory or permit requirement)

For EID Use Only:

EID#:

EID Project Name:

Monitoring Design Overview:

| | | | | | | |
|--------------------------------|----------------------|--------------|----------------------|--------------------------------------|-----------------------------------|----------------------|
| Expected # of sites: | <input type="text"/> | Water | Grab: | <input type="text"/> | Temporary Flow Monitoring: | <input type="text"/> |
| Expected # of events per year: | <input type="text"/> | Composite: | <input type="text"/> | Continuous Field Consituents: | <input type="text"/> | |
| Expected # of sites: | <input type="text"/> | Solid | Grab: | <input type="text"/> | Continuous Temperature: | <input type="text"/> |
| Expected # of events per year: | <input type="text"/> | Composite: | <input type="text"/> | <input type="text"/> | <input type="text"/> | |

Describe Monitoring Approach and Methods:

Technical Details:

A. Monitoring Project Timeline (Check One)

FY2007-08 Only:

Desired Season:

On-going Monitoring Project:

Expected End Date:

B. Data Evaluation / Interpretation Schedule

Describe the tools and methods to be used for data analysis, evaluation, and interpretation.

Desired Data Analysis Type(s):

Compare Inlet vs. Outlet:

Evaluate Outlet (Effluent) quality:

Estimate trend over time:

Compare results to regulatory limits:

Other:

C. Special Requirements

Indicate any non-routine or additional field, laboratory services, labor, materials, etc. required.

For EID Use Only:

EID#:

EID Project Name:

FILL SHADED CELLS ONLY - BUDGET FOR FY 2007-08 ONLY
DO NOT ALTER THIS SHEET BY ADDING OR DELETING COLUMNS OR ROWS

I. General Chemistry

| Analysis | Matrix | Method | FY 2007-08 Rate (\$) | No. of Tests | WPCL FY 2007-08 Cost (\$) | Outside FY 2007-08 Cost (\$) |
|--------------------------------------|-------------|--------------|-------------------------|-----------------|---------------------------------|------------------------------------|
| Alkalinity | Water | SM 2320B | 26.00 | | - | |
| Ammonia-Nitrogen | Water | EPA 350.1 | 31.00 | | - | |
| BOD, 5-day | Water | SM 5210B | 59.00 | | - | |
| Chloride/Bromide | Water | EPA 300.0 | 25.00 | | - | |
| Chlorine, Residual ¹ | Water | SM 4500-CL D | 25.00 | | - | |
| Chlorophyll a | Water | SM 10200 H | 58.00 | | - | |
| COD | Water | SM 5220 D | 46.00 | | - | |
| Color | Water | SM 2120 B | 28.00 | | - | |
| Conductivity | Water | SM 2510B | 24.00 | | - | |
| Cyanide, Amenable | Water | SM 4500CN-HK | 75.00 | | - | |
| Cyanide, Total | Water | SM 4500-CN C | 60.00 | | - | |
| Flash Point, Closed Cup | Water | ASTM D93-66 | 47.00 | | - | |
| Fluoride | Water | EPA 300.0 | 25.00 | | - | |
| Grain Size | Solid | ASTM D422 | 128.00 | | | - |
| Hardness | Water | SM 2340 B | 27.00 | | - | |
| Nitrate-Nitrogen | Water | EPA 300.0 | 25.00 | | - | |
| Nitrite-Nitrogen | Water | EPA 353.2 | 31.00 | | - | |
| Oil & Grease, Total ¹ | Water | EPA 1664 | 71.00 | | - | |
| Oil & Grease, Non Polar ¹ | Water | EPA 1664 | 78.00 | | - | |
| Particle Size | Water | Optical | 158.00 | | | - |
| pH ¹ | Water | SM 4500-H+B | 20.00 | | - | |
| pH ¹ | Solid | EPA 9045B | 29.00 | | - | |
| Phosphorus, ortho-Phosphate | Water | EPA 365.1 | 31.00 | | - | |
| Phosphorus, Total | Water | EPA 365.4 | 49.00 | | - | |
| Solids, Dissolved | Water | SM 2540BD | 25.00 | | - | |
| Solids, Fixed ² | Water/solid | SM 2540 E | 0.00 | | - | |
| Solids, Total | Water/solid | SM 2540B | 25.00 | | - | |
| Solids, Total Suspended | Water | SM 2540D | 25.00 | | - | |
| Solids, Volatile | Water | SM 2540E | 25.00 | | - | |
| Solids, Volatile | Solid | SM 2540G | 25.00 | | - | |
| Sulfate | Water | EPA 300.0 | 25.00 | | - | |
| Sulfide | Water | SM 4500-S D | 32.00 | | - | |
| Surfactants, MBAS | Water | SM 5540 C | 66.00 | | - | |
| TKN | Water/solid | EPA 351.2 | 49.00 | | - | |
| Turbidity | Water | SM 2130 B | 25.00 | | - | |
| Volatile Acids | Water | SM 5560 | 50.00 | | - | |

¹ Grab sample collection only, all other analyses can be collected as either grab or composite samples

² Fixed solids derived from Volatile Solids and Total Solids

For EID Use Only:

EID#:

EID Project Name:

II. Metals (Prices include digestion)

| Analysis | Matrix | Method | FY 2007-08 Rate (\$) | No. of Tests | WPCL FY 2007-08 Cost (\$) | Outside FY 2007-08 Cost (\$) |
|---|---|----------------|-------------------------|-------------------------|---------------------------------|------------------------------------|
| (Al, Sb, As, Ba, Be, B, Cd, Co, Cr, Cu, Fe, Pb, Mg, Mn, Hg, Mo, Ni, K, Se, Ag, Sn, Ti, Tl, Zn) Please list desired metals in space provided below | | | | | | |
| Total Metals by ICP (high level) | Water/Solid | EPA 200.7/6010 | 27.00 | | - | |
| Total Metals by ICP-MS | \$29.00 for the 1st metal and \$24.00 for each additional metal (per sample) | | | | | |
| | Water | EPA 200.8 | | No. of Tests | | |
| List of desired metals: | | | | - | | |
| Number of samples: | | | | | | |
| Number of metals per sample: | | | | | | |
| | Solid | EPA 6020 | | | | |
| List of desired metals: | | | | - | | |
| Number of samples: | | | | | | |
| Number of metals per sample: | | | | | | |
| RCRA - 5 metals (As, Cd, Cr, Pb, Hg) | Water/Solid | EPA 200.8/6020 | 130.00 | | - | |
| RCRA - 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, Se) | Water/Solid | EPA 200.8/6020 | 205.00 | | - | |
| RCRA - 11 metals (Ag, As, Ba, Cd, Cu, Cr, Hg, Ni, Pb, Se, Zn) | Water/Solid | EPA 200.8/6020 | 269.00 | | - | |
| Dissolved Metals by ICP-MS | \$35.00 for the 1st metal and \$24.00 for each additional metal (per sample) | | | | | |
| | Water | EPA 200.8 | | | | |
| List of desired metals: | | | | - | | |
| Number of samples: | | | | | | |
| Number of metals per sample: | | | | | | |
| Additional Metals Analyses | | | | | | |
| Total Mercury (Regulatory Reporting) | Water | EPA 1631 | 47.00 | | | - |
| Ultra-clean, total Mercury | Water | EPA 1638/1631 | 143.00 | | | - |
| Ultra-clean, dissolved Mercury | Water | EPA 1638/1631 | 182.00 | | | - |
| TCLP - 1 metal | Solid | | 87.00 | | | - |

III. Microbiology

| | | | | | | |
|---|-------------|-----------|-------|--|--|---|
| Fecal Coliform Bacteria by MPN ¹ | Water/solid | SM 9221E | 62.00 | | | - |
| E. coli by Colilert QT ¹ | Water | SM 9223B | 39.00 | | | - |
| E. coli by MPN ¹ | Solids | SM 9221 F | 63.00 | | | - |

¹ Grab sample collection only, all other analyses can be collected as either grab or composite samples

For EID Use Only:

EID#:

EID Project Name:

IV. Organics

| Analysis | Matrix | Method | FY 2007-08 Rate (\$) | No. of Tests | WPCL FY 2007-08 Cost (\$) | Outside FY 2007-08 Cost (\$) |
|--------------------------------|-------------|--------------|-------------------------|-----------------|---------------------------------|------------------------------------|
| Semi-Volatile Organics | Wastewater | | | | | |
| Base/Neutrals/Acids | | EPA 625 | 330.00 | | - | |
| Base/Neutrals only | | EPA 625 | 245.00 | | - | |
| Acids only | | EPA 625 | 212.00 | | - | |
| Semi-Volatiles Organics | Water | EPA 8270 | 330.00 | | - | |
| Semi-Volatiles Organics | Solid | EPA 8270 | 292.00 | | | - |
| PAH-SIM | Water | EPA 8270-SIM | 155.00 | | - | |
| PAH-SIM | Solid | EPA 8270-SIM | 128.00 | | | - |
| Volatile Organics ¹ | Wastewater | EPA 624 | 145.00 | | - | |
| Volatile Organics ¹ | Water/Solid | EPA 8260 | 145.00 | | - | |
| NWTPH-HCID | Water/Solid | NW TPH | 74.00 | | - | |
| NWTPH-DX | Water/Solid | NW TPH | 88.00 | | - | |
| NWTPH-GX | Water/Solid | NW TPH | 42.00 | | | - |
| PCBs | Water/Solid | EPA 8082 | 108.00 | | - | |
| Pesticides | Water/Solid | EPA 8081 | 101.00 | | | - |
| Co-Planar PCB | Water/Solid | EPA 1668 MOD | 650.00 | | | - |
| Dioxin | Water/Solid | EPA 1613 | 760.00 | | | - |
| Total Organic Carbon | Water | EPA 415.1 | 25.00 | | | - |
| Total Organic Carbon | Solid | EPA 415.1 | 42.00 | | | - |
| BTEX ¹ | Water | EPA 624 | 98.00 | | - | |
| BTEX | Solid | EPA 8021 | 70.00 | | | - |

V. SPECIAL LAB SERVICES

Enter the desired analysis name and expected price or contact Investigations and Monitoring Section (IMS) for assistance.

| Description | WPCL FY 2007-08 COST (\$) | Outside FY 2007-08 COST (\$) |
|-------------|---------------------------------|------------------------------------|
| | | |
| | | |
| | | |

| | WPCL | Outside |
|-------------------------------|------|---------|
| TOTAL COSTS | - | - |
| TOTAL LABORATORY COSTS | | - |

¹ Grab sample collection only, all other analyses can be collected as either grab or composite samples

VI. FIELD OPERATIONS SERVICES

| Environmental Sampling | FY 2007-08 RATE (\$) | No. of Samples | FY 2007-08 COST (\$) |
|--|---------------------------------|---------------------------|---------------------------------|
| Surface Water - requiring boat (includes boat hours) | 164.00 | | - |
| Surface Water - w/o boat | 90.00 | | - |
| Groundwater (for up to 3 hrs of labor)* | 253.00 | | - |
| Level Readings (surface water or groundwater) | 58.00 | | - |
| Wastewater - Composite samples | 184.00 | | - |
| Wastewater - Grab samples | 143.00 | | - |
| Soils and Sediments (If confined space see Inline Sediment below) | 212.00 | | - |
| Gas | 68.00 | | - |
| Stormwater - Grab samples (per sample - for up to 3 hrs of labor) | 325.00 | | - |
| Stormwater - Composite samples (Estimated based on 20 hours of labor)* | 1,325.00 | | - |

* Use hourly labor below for additional staff time, contact IMS for assistance

| Temporary Flow Monitoring | FY 2007-08 Rate (\$) | No. of meters | No. of months | FY 2007-08 COST (\$) |
|----------------------------------|---------------------------------|--------------------------|--------------------------|---------------------------------|
| Installation | 764.00 | | | - |
| Removal | 229.00 | | | - |
| Data upload | 262.00 | | | - |
| Monthly charge | 297.00 | | | - |

Permanent Flow Monitoring

Contact Jenny Martinez of Data Acquisition & Management
(3-7714, jennym@bes.ci.portland.or.us)

| Multi-parameter Water Quality Sensors | Rate Per Month (\$) | No. of Sites | No. of months | FY 2007-08 COST (\$) |
|--|--------------------------------|-------------------------|--------------------------|---------------------------------|
| | 1,019.00 | | | - |

Temperature Monitoring

| | | | | |
|----------------|--------|--|--|---|
| Open Channel | 100.00 | | | - |
| Confined Space | 249.00 | | | - |

| Miscellaneous Labor and Services | Rate per Hour (\$) | Total # of Hours | |
|---|-------------------------------|-----------------------------|---|
| Hourly Labor (stormwater, ultra clean sampling, misc. field work etc.) | 79.00 | | - |
| Inline Sediment Monitoring (by crew hours) | 340.00 | | - |
| Boat Hours (boat <u>only</u> w/o staff) | 100.00 | | - |
| Miscellaneous Materials (Estimated cost of materials to be purchased by FO) | | | - |

Description of Miscellaneous Labor and Materials Needed:

| | |
|--|---|
| TOTAL FIELD OPERATIONS SERVICES | - |
|--|---|

| | |
|---|---|
| TOTAL WPCL, OUTSIDE LAB, AND FIELD OPS. SERVICES | - |
|---|---|

For EID Use Only:

EID#:

EID Project Name: