

INTERGOVERNMENTAL AGREEMENT
For Environmental Sampling in the Willamette River

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

CITY DATA	DEQ DATA
Project Officer: Rick Applegate Title: Portland Harbor Project Manager Organization: Bureau of Environmental Services Address: 1120 SW 5 th Avenue Portland, Oregon 97204 Phone: (503) 823-7094 Email: ricka@BES.ci.portland.or.us	Project Officer: Keith Johnson Title: Manager Department of Environmental Quality 811 SW Sixth Ave. Portland, OR 97204 Phone: (503) 229*6431 Email: Johnson.keith@deq.state.or.us

1. **Effective Date and Duration** This Agreement is effective on the date that every party has signed this Agreement and, when required, approved by the Department of Justice. Unless earlier terminated or extended, this Agreement expires May 1, 2009.
2. **Authority.** DEQ has authority under Oregon Revised Statute (ORS) 465.210 to undertake independent or cooperative remedial investigations. DEQ has authority under ORS 190.110 to cooperate for any lawful purpose with a unit of local government and has authority to use the class Special Procurement # 051-2006 under Delegation of Authority # 063-2006.
3. **Statement of Work** The statement of work (Work) is contained in attached Exhibit A. BES and DEQ agree to perform the Work in accordance with the terms and conditions of this Agreement.
4. **Consideration**
 a. The maximum, not-to-exceed payment to the City under this Agreement, which includes any allowable expenses, is **\$ 50,000**. BES will not submit invoices for, and DEQ will not pay, any amount in excess of this maximum amount.
5. **Agreement Documents.** This Agreement consists of this document and the attached Exhibit A.
6. **Amendments** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. **Termination.** This Agreement may be terminated by mutual consent of both parties or by either party upon 30 days written notice. This notice may be transmitted in person, by mail, facsimile or by Email.
8. **Funds Available and Authorized** DEQ certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the DEQ's current biennial appropriation or limitation. BES understands and agrees that DEQ's payment of amounts under this Agreement is contingent on DEQ receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. DEQ understands and agrees that BES's performance of the Work is contingent on BES having sufficient expenditure authority to allow BES in the exercise of its reasonable administrative discretion, to continue to perform the Work.
9. **Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
10. **Access to Records** BES and DEQ will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. The Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of BES that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. BES and DEQ will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
11. **Compliance with Applicable Law** BES shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement.
12. **Voluntary Agreement.** This is a voluntary agreement and shall not be considered an admission of liability, responsibility or fault or

waiver of any right or defense by any party or other entity. The amounts paid by any party or entity towards implementation of the Sampling and Analysis Plan or any other aspect of this sampling effort shall not be considered evidence of any relative or apportioned liabilities of any nature.

13. **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any right or benefit to any third party.

14. **Merger Clause** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BES BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by City of Portland, Bureau of Environmental Services:

<printed name & title>

Date

Approved by the Oregon Dept of Justice by separate document dated: _____

Approved by DEQ:

,Division Administrator

Date

Joni Hammond, Deputy Director

Date

APPROVED AS TO FORM

Joni Hammond
CITY ATTORNEY

Intergovernmental Agreement
Statement of Work
Environmental Sampling in the Willamette River

The Willamette River between river miles 12 and 16 is upstream of the Portland Harbor Superfund Site study area and has been used and modified by industry for over 100 years. DEQ and BES would like to work cooperatively to gain a better preliminary understanding of the nature and extent of hazardous substances that may be present in the Willamette River between river miles 12 and 16.

BES has retained GSI Water Solutions Inc., in conformance with Portland City Code Chapter 5.68 regarding procurement of professional, technical and expert service contracts, to assist the City on various environmental matters including the development and implementation of a Sampling and Analysis Plan for this segment of the river. In addition, other entities have various interests in obtaining sediment samples in this segment of the river. These entities will commit to paying a portion of analytical costs incurred under the Sampling and Analysis Plan either through an agreement with DEQ or a direct payment to an analytical laboratory as evidenced by a Purchase Order. The City and DEQ would like to conduct a coordinated sampling effort to ensure that data are collected in a consistent manner and meet appropriate data quality objectives. In furtherance of these objectives the DEQ will provide funding and oversight to this effort.

Statement of Work

1. BES and DEQ agree to perform the following activities in accordance with the terms and conditions of this Agreement.
 - A. BES will submit a Sampling and Analysis Plan to DEQ for approval that provides for consistent and coordinated sediment data collection. The Sampling and Analysis Plan will include a certain number of sample locations as agreed by BES and DEQ that are specifically to allow DEQ to better assess the data collected. The Sampling and Analysis plan includes a draft schedule for the work to be performed and identifies deliverables to DEQ.
 - B. The DEQ will pay up to \$50,000 towards the City cost and expenses for planning and conducting the work described in the approved Sampling and Analysis Plan.
 - C. BES and DEQ will cooperate and collaborate as needed to ensure the sampling is conducted in a timely and cost effective manner.
2. BES may submit multiple invoices for work performed. The invoices will itemize and explain all expenses for which reimbursement is claimed. Invoices must be sent to Contracts Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204. Invoices are subject to the review and approval of the DEQ Project Officer. Invoice payments will be sent to .