

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PORTLAND AND EAST MULTNOMAH SOIL &  
WATER CONSERVATION DISTRICT REGARDING LABORATORY  
ANALYTICAL SERVICES

This agreement is entered into on September 15, 2010 by and between East Multnomah Soil & Water Conservation District, (East Multnomah SWCD) and the City of Portland, Oregon (Portland).

**RECITALS**

WHEREAS, the goal of this intergovernmental agreement is to provide laboratory analytical services for East Multnomah SWCD 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 (including methods and rates) to East Multnomah SWCD as shown in the attached fee schedule (Exhibit A).
- B. Portland shall provide East Multnomah SWCD 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 East Multnomah SWCD 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 East Multnomah SWCD of changes in the attached fee schedule (Exhibit A) in writing no less than two months before implementation.

2. SCOPE OF EAST MULTNOMAH SWCD'S SERVICES

- A. East Multnomah SWCD shall be responsible for review and acceptance of all products prepared by Portland.

3. COMPENSATION

East Multnomah SWCD shall reimburse Portland promptly for costs incurred in accordance with Section 5 STATEMENT AND PAYMENT PROCEDURE. East Multnomah SWCD shall pay Portland within 30 days of being invoiced. East Multnomah SWCD 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 June 30, 2015. 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 East Multnomah SWCD's payment procedures shall be as set out below.

Within 30-days of each sampling session, Portland's project manager shall submit to East Multnomah SWCD's Wastewater Superintendent, a detailed statement describing analyses performed. The statement shall include all analytical costs related to this IGA. Portland will furnish East Multnomah SWCD 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 East Multnomah SWCD, by mutual written agreement, may modify, amend, or terminate this Agreement at any time.
- B. Either Portland or East Multnomah SWCD 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 East Multnomah SWCD 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 East Multnomah SWCD 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 East Multnomah SWCD 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, East Multnomah SWCD 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 East Multnomah SWCD and its officers, employees, and agents in performance of this intergovernmental agreement.

8. FUNDS

Portland and East Multnomah SWCD certify that sufficient funds are available for the duration of the contract and that both Portland and East Multnomah SWCD are authorized to spend funds to cover the costs associated with this agreement for that fiscal year. Both Portland and East Multnomah SWCD 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

EAST MULTNOMAH SWCD

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

By: Jean Fike  
Jean Fike, Executive Director

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

Date: 7/13/10

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

By: \_\_\_\_\_  
LaVonne Griffin-Valade, Auditor  
Date: \_\_\_\_\_

APPROVED as to form:

Portland City Attorney,  
for City of Portland, Oregon

East Multnomah SWCD Attorney  
for East Multnomah SWCD, Oregon

By: Shane Abma  
Deputy City Attorney

By: \_\_\_\_\_

# Exhibit A WPCL Budget Worksheet FY 2010-11



Environmental Investigations Division  
City of Portland  
Bureau of Environmental Services



Date:

Auto Totals

Project Name:

LAB	\$0.00
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Contact Name & Phone #:

FO	#REF!
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Cost Center & WBS Number:

TOTAL	#REF!
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## 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"/>	<b>Water</b>	Grab:	<input type="text"/>	<b>Temporary Flow Monitoring:</b>	<input type="text"/>
Expected # of events per year:	<input type="text"/>	Composite:	<input type="text"/>	<b>Continuous Field Constituents:</b>	<input type="text"/>	
Expected # of sites:	<input type="text"/>	<b>Solid</b>	Grab:	<input type="text"/>	<b>Continuous Temperature:</b>	<input type="text"/>
Expected # of events per year:	<input type="text"/>	Composite:	<input type="text"/>	<input type="text"/>		

### Describe Monitoring Approach and Methods:

### Technical Details:

#### A. Monitoring Project Timeline (Check One)

FY2010-11 Only:	<input type="text"/>	Desired Season:	<input type="text"/>
On-going Monitoring Project:	<input type="text"/>	Expected End Date:	<input type="text"/>

#### B. Data Evaluation / Interpretation Schedule

Disregard this section if project only requires raw data deliverable

**NOTE: New projects will be reviewed and may require a project planning meeting to discuss the statistical tests desired.**

Indicate data deliverable and statistical data analysis expected (Basic statistics, trend analysis, etc.)

#### 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 2010-11 ONLY**  
**DO NOT ALTER THIS SHEET BY ADDING OR DELETING COLUMNS OR ROWS**

**I. General Chemistry**

Analysis	Matrix	Method	FY 2010-11 Rate (\$)	No. of Tests	WPCL FY 2010-11 Cost (\$)	Outside FY 2010-11 Cost (\$)
Alkalinity	Water	SM 2320B	28.00		-	
Ammonia-Nitrogen	Water	EPA 350.1	33.00		-	
BOD, 5-day	Water	SM 5210B	62.00		-	
Chloride	Water	EPA 300.0	27.00		-	
Bromide	Water	EPA 300.0	27.00		-	
Chlorine, Residual <sup>1</sup>	Water	SM 4500-CL D	27.00		-	
Chlorophyll a	Water	SM 10200 H	62.00		-	
COD	Water	SM 5220 D	49.00		-	
Conductivity	Water	SM 2510B	26.00		-	
Cyanide, Amenable	Water	SM 4500CN-HK	78.00		-	
Cyanide, Total	Water	SM 4500-CN E	64.00		-	
Flash Point, Closed Cup	Water	ASTM D93-66	50.00		-	
Fluoride	Water	EPA 300.0	27.00		-	
Grain Size	Solid	ASTM D422	120.00			-
Hardness	Water	SM 2340 B	29.00		-	
Nitrate-Nitrogen	Water	EPA 300.0	27.00		-	
Nitrite-Nitrogen	Water	EPA 353.2	33.00		-	
Oil & Grease, Total <sup>1</sup>	Water	EPA 1664	76.00		-	
Oil & Grease, Non Polar <sup>1</sup>	Water	EPA 1664	83.00		-	
Particle Size	Water	Optical	158.00			-
pH	Water	SM 4500-H+B	22.00		-	
pH	Solid	EPA 9045B	31.00		-	
Phosphorus, ortho-Phosphate	Water	EPA 365.1	33.00		-	
Phosphorus, Total	Water	EPA 365.4	52.00		-	
Solids, Dissolved	Water	SM 2540BD	27.00		-	
Solids, Fixed <sup>1</sup>	Water/solid	SM 2540 E	0.00		-	
Solids, Total	Water/solid	SM 2540B	27.00		-	
Solids, Total Suspended	Water	SM 2540D	27.00		-	
Solids, Volatile	Water/Solid	SM 2540E/G	27.00		-	
Sulfate	Water	EPA 300.0	27.00		-	
Sulfide	Water	SM 4500-S D	34.00		-	
Surfactants, MBAS	Water	SM 5540 C	71.00		-	
TKN	Water/solid	EPA 351.2	52.00		-	
Turbidity	Water	SM 2130 B	27.00		-	
Volatile Acids	Water	SM 5560	54.00		-	

<sup>1</sup> 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 2010-11 Rate (\$)	No. of Tests	WPCL FY 2010-11 Cost (\$)	Outside FY 2010-11 Cost (\$)
(Al, Sb, As, Ba, Be, B, Cd, Co, Cr, Cu, Fe, Pb, Mg, Mn, 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	29.00		-	
<b>Total Metals by ICP-MS \$29.00 for the 1st metal and \$25.00 for each additional metal (max. charge is \$365 per sample)</b>						
	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	125.00		-	
RCRA - 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, Se)	Water/Solid	EPA 200.8/6020	197.00		-	
RCRA - 11 metals (Ag, As, Ba, Cd, Cu, Cr, Hg, Ni, Pb, Se, Zn)	Water/Solid	EPA 200.8/6020	269.00		-	
<b>Dissolved Metals by ICP-MS \$35.00 for the 1st metal and \$25.00 for each additional metal (max. charge is \$371 per sample)</b>						
	Water	EPA 200.8				
List of desired metals:				-	-	
Number of samples:						
Number of metals per sample:						
<b>Additional Metals Analyses</b>						
Total Mercury	Water	EPA 200.8 MOD	47.00		-	
Dissolved Mercury	Water	EPA 200.8 MOD	53.00		-	
Ultra-clean, total Mercury	Water	EPA 1638/1631	143.00		-	
Ultra-clean, dissolved Mercury	Water	EPA 1638/1631	178.00		-	
TCLP - 1 metal	Solid	EPA 1311/6000	94.00		-	

## III. Microbiology

Fecal Coliform Bacteria by MPN <sup>1</sup>	Water/solid	SM 9221E	67.00		-	
E. coli by Colilert QT <sup>1</sup>	Water	SM 9223B	42.00		-	
E. coli by MPN <sup>1</sup>	Solids	SM 9221 F	68.00		-	

<sup>1</sup> 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 2010-11 Rate (\$)	No. of Tests	WPCL FY 2010-11 Cost (\$)	Outside FY 2010-11 Cost (\$)
Semi-Volatile Organics	Wastewater					
Base/Neutrals/Acids		EPA 625	354.00		-	
Base/Neutrals only		EPA 625	262.00		-	
Acids only		EPA 625	227.00		-	
Semi-Volatile Organics	Water	EPA 8270	330.00		-	
Semi-Volatile Organics	Solid	EPA 8270	284.00			-
PAH-SIM	Water/Solid	EPA 8270-SIM	166.00		-	
PAH-SIM	Solid	EPA 8270-SIM	166.00			-
Volatile Organics <sup>1</sup>	Wastewater	EPA 624	155.00		-	
Volatile Organics <sup>1</sup>	Water/Solid	EPA 8260	155.00		-	
NWTPH-HCID	Water/Solid	NW TPH	79.00		-	
NWTPH-DX	Water/Solid	NW TPH	95.00		-	
NWTPH-GX <sup>1</sup>	Water/Solid	NW TPH	45.00			-
PCBs	Water/Solid	EPA 8082	115.00		-	
PCB Congeners (All 209)	Water/Solid	EPA 1668	875.00			-
PCB Coplanars (Subset of 14)	Water/Solid	EPA 1668 MOD	600.00			-
Pesticides	Water/Solid	EPA 8081	101.00		-	
Dioxins/Furans	Water/Solid	EPA 1613	650.00			-
Total Organic Carbon	Water	EPA 415.1	24.00			-
Total Organic Carbon	Solid	EPA 9060	40.00			-
BTEX <sup>1</sup>	Water	EPA 624	105.00		-	
BTEX <sup>1</sup>	Solid	EPA 8021	60.00			-

### V. SPECIAL LAB SERVICES

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

Description	WPCL FY 2010-11 COST (\$)	Outside FY 2010-11 COST (\$)
<b>TOTAL COSTS</b>	-	-
<b>TOTAL LABORATORY COSTS</b>		-

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

For EID Use Only:

EID#:

EID Project Name: