

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE CITY OF SALEM FOR
FIELD AND LABORATORY ANALYTICAL SERVICES**

This agreement is by and between City of Salem, Oregon (“Agency”) and the City of Portland, Oregon (“Portland”) and is authorized by ORS 190.010 and Ordinance No. 185430.

RECITALS

- A. The goal of this Intergovernmental Agreement (“this IGA”) is to provide services for Agency by Portland.
- B. The purpose of this IGA is to detail the responsibilities, compensation and services to be provided by each party.

TERMS

1. **SCOPE OF PORTLAND’S SERVICES**

- a. Portland will provide services to Agency as described on the scope of work attached hereto as Exhibit A and will invoice Agency therefor in accordance with the fee schedule attached hereto as Exhibit B.
- b. Portland may modify Exhibit A as needed upon written approval by Agency. Portland will notify Agency of changes in Exhibit B in writing no less than two months before implementation.
- c. On an annual basis, if appropriate under the circumstances and upon written agreement by the parties, Agency and Portland will amend Exhibit A for services to be performed in the next fiscal year.

2. **COMPENSATION**

Agency will reimburse Portland for services performed and will do so in accordance with Section 4 of this IGA.

3. EFFECTIVE DATE

This IGA is effective as of the date it is signed by all parties (“the Effective Date”) and will be reviewed by both parties every five years from the Effective Date to ensure all terms are still appropriate.

4. INVOICE AND PAYMENT PROCEDURE

Within 30 days of performing services for Agency, Portland’s project manager will submit to Agency a detailed invoice. Portland will furnish Agency such statements or reports of expenditures as may be needed to satisfy Agency’s fiscal requirements.

Agency will make payments to the order of “City of Portland” within 30 days of being invoiced and will mail them to:

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

5. EARLY TERMINATION OF AGREEMENT

- A. Portland and Agency may modify, amend, or terminate this IGA at any time by mutual written agreement.
- B. Either Portland or Agency may terminate this IGA in the event of a breach of the IGA by the other. Prior to such termination, however, the non-breaching party will give to the breaching party written notice of the breach and of the non-breaching party’s intent to terminate. If the breaching party has not cured the breach within thirty days of the notice, then the non-breaching party may terminate the IGA at any time thereafter by giving a written notice of termination.
- C. Either Portland or Agency may terminate this IGA if Portland’s Water Pollution Control Laboratory is rendered inoperable.
- D. Either Portland or Agency may terminate this IGA for convenience on 60 days’ prior written notice of intent to terminate.

6. FUNDS

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

7. INDEMNIFICATION

To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Agency will indemnify, defend, and hold Portland harmless from and against all claims arising from the Agency's performance or failure to perform under this IGA, except to the extent that such claims arise from the negligence of Portland or its employees, agents, or contractors. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Portland will indemnify, defend, and hold Agency harmless from and against all claims arising from Portland's performance or failure to perform under this IGA, except to the extent that such claims arise from the negligence of Agency or its employees, agents, or contractors.

CITY OF PORTLAND

CITY OF SALEM

By: _____
Mike Jordan, Director

By: _____
_____, _____

Date: _____

Date: _____

APPROVED as to form:

By: _____
City Attorney's Office

By: _____
City Attorney's Office

Exhibits:

Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Exhibit A
Scope of Work
IGA for Field and Laboratory Analytical Services
City of Portland and City of Salem (“Agency”)

1. Portland will provide the following services to Agency:
 - a. Analysis of surface and stormwater samples to support City of Salem’s stormwater monitoring program.
 - b.
2. Portland will provide Agency with all necessary sample bottles, ice-chests, and chain-of-custody documents.
3. Portland will provide a 14-day turn-around 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 will promptly notify Agency of the delay and provide an estimated time for turn-around of the delayed sample analyses.
4. Portland will provide data reports listing the analytical results, detection limits, methods used, and routine quality assurance/quality control documentation as requested.

EXHIBIT B

WPCL Budget Worksheet FY 2020-21



Environmental Investigations Division

City of Portland
Bureau of Environmental Services



Date: 10/21/2020

Auto Totals

Project Name:

City of Salem Estimate

LAB

\$25,606.00

Contact Name & Phone #:

Anita Panko

FO

\$0.00

SAP Cost Element(s):

TOTAL

\$25,606.00

Is this an existing monitoring project (Yes or No)?

Monitoring Summary & Design

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

Cost estimate based on:
Monthly ambient creek sampling - 6 locations x 12 months = 72 samples
Stormwater Program sampling - 7 locations x 6 events per year = 42 samples
Airport 1200-Z sampling - 4 samples
Total = 118 samples - all analyzed for three total and dissolved metals (Cu, Pb, Zn) and hardness
City may need analysis for Total Mercury and DOC with new MS4 permit in future.

Expected # of sites:

Water

Grab:

118

Temporary Flow Monitoring:

Expected # of events per year:

Composite:

Continuous Field Constituents:

Expected # of sites:

Solid

Grab:

Continuous Temperature:

Expected # of events per year:

Composite:

Describe Monitoring Approach and Methods:

Time Frame (Check One)

FY 2020-21 Only:

Desired Season:

On-going Monitoring Project:

X

Expected End Date:

EXHIBIT B

FILL SHADED CELLS ONLY - BUDGET FOR FY 2020-21 ONLY

DO NOT ALTER THIS SHEET BY ADDING OR DELETING COLUMNS OR ROWS

I. General Chemistry

| Analysis | Matrix | Method | FY 2020-21 Rate (\$) | No. of Tests | WPCL FY 2020-21 Cost (\$) | Outside FY 2020-21 Cost (\$) |
|--------------------------------------|-------------|--------------|-------------------------|-----------------|---------------------------------|------------------------------------|
| Alkalinity | Water | SM 2320B | 32.00 | | - | |
| Ammonia-Nitrogen | Water | EPA 350.1 | 37.00 | | - | |
| BOD, 5-day | Water | SM 5210B | 69.00 | | - | |
| Bromide | Water | EPA 300.0 | 31.00 | | - | |
| Chloride | Water | EPA 300.0 | 31.00 | | - | |
| Chlorine, Residual ¹ | Water | SM 4500-CL D | 30.00 | | - | |
| Chlorophyll a | Water | SM 10200 H | 69.00 | | - | |
| COD | Water | SM 5220 D | 55.00 | | - | |
| Conductivity | Water | SM 2510B | 29.00 | | - | |
| Cyanide, Total | Water | SM 4500-CN E | 72.00 | | - | |
| Cyanide, Free | Water/solid | ASTM 7237 | 95.00 | | - | |
| Flash Point, Closed Cup | Water | ASTM D93-66 | 56.00 | | - | |
| Fluoride | Water | EPA 300.0 | 31.00 | | - | |
| Grain Size | Solid | ASTM D422 | 125.00 | | | - |
| Hardness | Water | SM 2340 B | 33.00 | 118 | 3,894.00 | |
| Nitrate-Nitrogen | Water | EPA 300.0 | 31.00 | | - | |
| Nitrite-Nitrogen | Water | EPA 353.2 | 37.00 | | - | |
| Oil & Grease, Total ¹ | Water | EPA 1664 | 85.00 | | - | |
| Oil & Grease, Non Polar ¹ | Water | EPA 1664 | 93.00 | | - | |
| pH | Water | SM 4500-H+B | 24.00 | | - | |
| pH | Solid | EPA 9045B | 35.00 | | - | |
| Phosphorus, ortho-Phosphate | Water | EPA 365.1 | 37.00 | | - | |
| Phosphorus, Total | Water | EPA 200.8 | 24.00 | | - | |
| Solids, Dissolved | Water | SM 2540BD | 31.00 | | - | |
| Solids, Fixed ² | Water/solid | SM 2540 E | 0.00 | | - | |
| Solids, Total | Water/solid | SM 2540B | 31.00 | | - | |
| Solids, Total Suspended | Water | SM 2540D | 31.00 | | - | |
| Solids, Volatile | Water/Solid | SM 2540E/G | 31.00 | | - | |
| Sulfate | Water | EPA 300.0 | 31.00 | | - | |
| Sulfide | Water | SM 4500-S D | 38.00 | | - | |
| Surfactants, MBAS | Water | SM 5540 C | 80.00 | | - | |
| TKN | Water/solid | EPA 351.2 | 100.00 | | - | |
| Turbidity | Water | SM 2130 B | 16.00 | | | - |
| Volatile Acids | Water | SM 5560 | 60.00 | | - | |

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

EXHIBIT B

EXHIBIT B

II. Metals

| Analysis | Matrix | Method | FY 2020-21 Rate (\$) | No. of Tests | WPCL FY 2020-21 Cost (\$) | Outside FY 2020-21 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. | | | | | | |
| Industrial ICP Scan (10 metals) (As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn) | Water/Solid | EPA 200.7/6010 | 215.00 | | - | |
| Total Metals by ICP | \$22.00 per metal plus \$30 for digestion per sample | | | | | |
| | Water | EPA 200.7 | | | | |
| List of desired metals: | | | | - | - | |
| Number of samples: | | | | | | |
| Number of metals per sample: | | | | | | |
| | Solid | EPA 6010 | | | | |
| List of desired metals: | | | | - | - | |
| Number of samples: | | | | | | |
| Number of metals per sample: | | | | | | |
| Total Metals by ICP-MS | \$24.00 per metal plus \$30 for digestion per sample | | | | | |
| | Water | EPA 200.8 | | | | |
| List of desired metals: | Cu, Pb, Zn | | | 354 | 12,036.00 | |
| Number of samples: | 118 | | | | | |
| Number of metals per sample: | 3 | | | | | |
| | Solid | EPA 6020 | | | | |
| List of desired metals: | | | | - | - | |
| Number of samples: | | | | | | |
| Number of metals per sample: | | | | | | |
| RCRA 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, Se) | Water/Solid | EPA 200.8/6020 | 214.00 | | - | |
| RCRA 8 +3 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 | \$24.00 per sample plus \$10 for filtering per sample | | | | | |
| | Water | EPA 200.8 | | | | |
| List of desired metals: | Cu, Pb, Zn | | | 354 | 9,676.00 | |
| Number of samples: | 118 | | | | | |
| Number of metals per sample: | 3 | | | | | |
| Additional Metals Analyses | | | | | | |
| Total Mercury | Water | EPA 200.8 MOD | 53.00 | | - | |
| Dissolved Mercury | Water | EPA 200.8 MOD | 59.00 | | - | |
| TCLP - 1 metal | Solid | EPA 1311/6000 | 106.00 | | - | |

EXHIBIT B

III. Microbiology

| | | | | | |
|---|-------------|----------|-------|--|---|
| Fecal Coliform Bacteria by MPN ¹ | Water/solid | SM 9221E | 46.00 | | - |
| E. coli by Colilert QT ¹ | Water | SM 9223B | 47.00 | | - |

IV. Organics

| Analysis | Matrix | Method | FY 2020-21 Rate (\$) | No. of Tests | WPCL FY 2020-21 Cost (\$) | Outside FY 2020-21 Cost (\$) |
|--------------------------------|-------------|--------------|-------------------------|-----------------|---------------------------------|------------------------------------|
| Base/Neutrals/Acids | Wastewater | EPA 625 | 396.00 | | - | |
| Acids only | Wastewater | EPA 625 | 254.00 | | - | |
| Semi-Volatile Organics | Water | EPA 8270 | 362.00 | | - | |
| Semi-Volatile Organics | Solid | EPA 8270 | 225.00 | | | - |
| Semi-Volatiles (low-level) | Water/Solid | EPA 8270 | 350.00 | | | - |
| PAH-SIM + phthalates | Water/Solid | EPA 8270-SIM | 196.00 | | - | |
| Volatile Organics ¹ | Wastewater | EPA 624 | 173.00 | | - | |
| Volatile Organics ¹ | Water/Solid | EPA 8260 | 173.00 | | - | |
| NWTPH-HCID | Water/Solid | NW TPH | 89.00 | | - | |
| NWTPH-DX | Water/Solid | NW TPH | 106.00 | | - | |
| NWTPH-GX ¹ | Water/Solid | NW TPH | 42.00 | | - | |
| PCBs | Water/Solid | EPA 8082 | 130.00 | | - | |
| PCB Congeners (All 209) | Water/Solid | EPA 1668 | 760.00 | | | - |
| Pesticide/PCBs | Water | EPA 608 | 148.00 | | | - |
| Pesticides | Water/Solid | EPA 8081 | 225.00 | | | - |
| Total Organic Carbon | Water | EPA 415.1 | 25.00 | | | - |
| Total Organic Carbon | Solid | EPA 9060 | 45.00 | | | - |
| Dissolved Organic Carbon | Water | SM 5310B | 25.00 | | | |
| BTEX ¹ | Water | EPA 624 | 117.00 | | - | |
| BTEX ¹ | Solid | EPA 8260 | 117.00 | | - | |

V. SPECIAL LAB SERVICES

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

| Description | WPCL FY 2020-21 COST (\$) | Outside FY 2020-21 COST (\$) |
|-------------|---------------------------------|------------------------------------|
| | | |
| | | |
| | | |

| | WPCL | Outside |
|-------------------------------|-----------|---------|
| TOTAL COSTS | 25,606.00 | - |
| TOTAL LABORATORY COSTS | 25,606.00 | |

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

EXHIBIT B

VI. FIELD OPERATIONS SERVICES

| Environmental Sampling | FY 2020-21 RATE (\$) | No. of Samples | FY 2020-21 COST (\$) |
|--|-------------------------|-------------------|-------------------------|
| Surface Water - requiring boat (includes boat hours) | 210.00 | | - |
| Surface Water - w/o boat | 120.00 | | - |
| PAWMAP Stream Survey | 3800.00 | | - |
| Groundwater (for up to 3 hrs of labor)* | 320.00 | | - |
| Level Readings (surface water or groundwater) | 70.00 | | - |
| Wastewater - Composite samples | 206.00 | | - |
| Wastewater - Grab samples | 165.00 | | - |
| Soils and Sediments (If confined space see Inline Sediment below) | 270.00 | | - |
| Gas | 75.00 | | - |
| Stormwater - Grab samples (per sample - for up to 5 hrs of labor) | 340.00 | | - |
| Stormwater - Composite samples (Estimated based on 20 hours of labor)* | 1700.00 | | - |

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

| Temporary Flow Monitoring | FY 2020-21 Rate (\$) | Number of meters | | FY 2020-21 COST (\$) |
|---------------------------|-------------------------|---------------------|-----------|-------------------------|
| Installation | 840.00 | | Number of | - |
| Removal | 325.00 | | months | - |
| Data upload | 310.00 | | | - |
| Monthly charge | 340.00 | | | - |

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 (\$) | Number of Sites | Number of months | FY 2020-21 COST (\$) |
|---------------------------------------|------------------------|--------------------|---------------------|-------------------------|
| | 1,020.00 | | | - |

Temperature Monitoring

| | | | | |
|----------------|--------|--|--|---|
| Open Channel | 125.00 | | | - |
| Confined Space | 265.00 | | | - |

| Miscellaneous Labor and Services | Rate per Hour (\$) | Total # of Hours | |
|---|-----------------------|---------------------|---|
| Hourly Labor (stormwater, ultra clean sampling, misc. field work etc.) | 85.00 | | - |
| Inline Sediment Monitoring (by crew hours) | 395.00 | | - |
| Boat Hours (boat <u>only</u> w/o staff) | 125.00 | | - |
| 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 | 25,606.00 |