



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No. 70-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR PORTLAND TO PERFORM ANALYTICAL TESTING OF STORMWATER SAMPLES FOR THE CITY .**

**WHEREAS**, the City was issued a Water Pollution Control Facility (WPCF) permit (permit #103089) for the underground injection control of stormwater by the Oregon Department of Environmental Quality (DEQ) in August 2014; and

**WHEREAS**, the permit requires the City to perform environmental monitoring of stormwater discharged into City owned drywells known as Underground Injection Controls (UIC); and

**WHEREAS**, the City is not able to perform the required analytical testing; and

**WHEREAS**, the City determined that the City of Portland was the best option for providing the analytical testing;

**Now, Therefore, be it Resolved** that the City Council approves an Intergovernmental Agreement (IGA) between the City of Milwaukie and the City of Portland Bureau of Environmental Services for providing laboratory analytical services for stormwater sample testing for Milwaukie and grants the City Manager approval to sign the agreement.

Introduced and adopted by the City Council on June 16, 2015.

This resolution is effective on June 16, 2015.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PORTLAND AND CITY OF MILWAUKIE  
REGARDING LABORATORY ANALYTICAL SERVICES

This agreement is by and between the City of Milwaukie ("Agency") and the City of Portland, Oregon, ("Portland").

**RECITALS**

WHEREAS, the goal of this Intergovernmental Agreement (IGA) is to provide laboratory analytical services for Agency by Portland and;

WHEREAS, the purpose of this IGA 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 will be responsible for providing laboratory analytical services (including methods and rates) to Agency as shown in the attached fee schedule (Exhibit A).
- B. Portland will provide Agency, or its designated members, with all necessary sample bottles, ice-chests, and chain-of-custody documents.
- C. Portland will provide a 14-day turnaround 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 Agency of the delay and provide an estimated time for turnaround of the delayed sample analyses.
- D. Portland will provide data reports listing the analytical results, detection limits, methods used and routine quality assurance/quality control documentation as requested.
- E. Portland will notify Agency of changes in the attached fee schedule (Exhibit A) in writing no less than two months before implementation.
- F. On an annual basis, if appropriate under the circumstances and upon written agreement by both parties, Agency and Portland will amend the scope of services for the sample analyses to be completed in the next fiscal year.

2. SCOPE OF AGENCY'S SERVICES

Agency shall be responsible for review and acceptance of all products prepared by and services performed by Portland.

3. COMPENSATION

Agency shall reimburse Portland promptly for costs incurred in accordance with Section 5 STATEMENT AND PAYMENT PROCEDURE. Agency shall pay Portland within 30 days of being invoiced. Agency 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 IGA shall be effective as of the date it is signed by all parties and shall terminate as of June 30, 2019. The Director of the Bureau of Environmental Services may authorize extensions of this IGA on behalf of Portland, not to exceed a maximum duration of 10 (ten) years.

5. STATEMENT AND PAYMENT PROCEDURE

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

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

Payment of the amounts set out in Section 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 Agency, by mutual written agreement, may modify, amend, or terminate this IGA at any time.
- 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 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 IGA at any time thereafter by giving a written notice of termination.

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

D. Either Portland or Agency may terminate this IGA for convenience on 60 days prior written notice of intent to terminate.

7. FUNDS

Portland and Agency certify that sufficient funds are available for the duration of the contract and that both Portland and Agency are authorized to spend funds to cover the costs associated with this IGA for that fiscal year. 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 shall notify the other party in writing of such non-appropriation in a timely manner.

**CITY OF PORTLAND**

**CITY OF MILWAUKIE**

By:   
Michael Jordan, Bureau Director

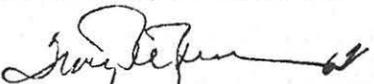
By:   
William Monahan, City Manager

Date: 9/2/15

Date: 6/17/15

APPROVED as to form:  
APPROVED AS TO FORM

APPROVED as to form:

By:   
City Attorney's Office  
CITY ATTORNEY 8/28/15

By:   
City Attorney's Office

# EXHIBIT A

## WPCL Budget Worksheet FY 2014-15



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!
----	-------

Cost Center & WBS Number:

TOTAL	#REF!
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Is this an existing monitoring project (Yes or No)?

### Monitoring Summary & Design

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

Expected # of sites:

Water Grab:

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 2014-15 Only:

Desired Season:

On-going Monitoring Project:

Expected End Date:

**FILL SHADED CELLS ONLY - BUDGET FOR FY 2014-15 ONLY**  
**DO NOT ALTER THIS SHEET BY ADDING OR DELETING COLUMNS OR ROWS**

**I. General Chemistry**

Analysis	Matrix	Method	FY 2014-15 Rate (\$)	No. of Tests	WPCL FY 2014-15 Cost (\$)	Outside FY 2014-15 Cost (\$)
Alkalinity	Water	SM 2320B	32.00		-	
Ammonia-Nitrogen	Water	EPA 350.1	37.00		-	
BOD, 5-day	Water	SM 5210B	69.00		-	
Chloride	Water	EPA 300.0	31.00		-	
Bromide	Water	EPA 300.0	31.00		-	
Chlorine, Residual <sup>1</sup>	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		-	
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		-	
Nitrate-Nitrogen	Water	EPA 300.0	31.00		-	
Nitrite-Nitrogen	Water	EPA 353.2	37.00		-	
Oil & Grease, Total <sup>1</sup>	Water	EPA 1664	85.00		-	
Oil & Grease, Non Polar <sup>1</sup>	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 365.4	58.00		-	
Solids, Dissolved	Water	SM 2540BD	31.00		-	
Solids, Fixed <sup>2</sup>	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	58.00		-	
Turbidity	Water	SM 2130 B	31.00		-	
Volatile Acids	Water	SM 5560	60.00		-	

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

<sup>2</sup> Fixed solids derived from Volatile Solids and Total Solids

## II. Metals

Analysis	Matrix	Method	FY 2014-15 Rate (\$)	No. of Tests	WPCL FY 2014-15 Cost (\$)	Outside FY 2014-15 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.						
<b>Industrial ICP Scan (10 metals)</b> (As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn)	Water/Solid	EPA 200.7/6010	215.00		-	
<b>Total Metals by ICP</b>	<b>\$22.00 per metal plus \$30 for digestion per sample</b>					
	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:						
<b>Total Metals by ICP-MS</b>	<b>\$24.00 per metal plus \$30 for digestion per sample</b>					
	Water	EPA 200.8				
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 - 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, Se)	Water/Solid	EPA 200.8/6020	214.00		-	
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</b>	<b>\$24.00 per sample plus \$10 for filtering 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	53.00		-	
Dissolved Mercury	Water	EPA 200.8 MOD	59.00		-	
TCLP - 1 metal	Solid	EPA 1311/6000	60.00		-	

### III. Microbiology

Fecal Coliform Bacteria by MPN <sup>1</sup>	Water/solid	SM 9221E	77.00		-
E. coli by Colilert QT <sup>1</sup>	Water	SM 9223B	47.00		-
E. coli by MPN <sup>1</sup>	Solids	SM 9221 F	77.00		-

### IV. Organics

Analysis	Matrix	Method	FY 2014-15 Rate (\$)	No. of Tests	WPCL FY 2014-15 Cost (\$)	Outside FY 2014-15 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	325.00			-
PAH-SIM + phthalates	Water/Solid	EPA 8270-SIM	196.00		-	
Volatile Organics <sup>1</sup>	Wastewater	EPA 624	173.00		-	
Volatile Organics <sup>1</sup>	Water/Solid	EPA 8260	173.00		-	
NWTPH-HCID	Water/Solid	NW TPH	89.00		-	
NWTPH-DX	Water/Solid	NW TPH	106.00		-	
NWTPH-GX <sup>1</sup>	Water/Solid	NW TPH	42.00			-
PCBs	Water/Solid	EPA 8082	130.00		-	
PCB Congeners (All 209)	Water/Solid	EPA 1668	774.00			-
PCB Coplanars (Subset of 14)	Water/Solid	EPA 1668 MOD	400.00			-
Pesticide/PCBs	Water	EPA 608	165.00			-
Pesticides	Water/Solid	EPA 8081	225.00			-
Dioxins/Furans	Water/Solid	EPA 1613	525.00			-
Total Organic Carbon	Water	EPA 415.1	25.00			-
Total Organic Carbon	Solid	EPA 9060	40.00			-
BTEX <sup>1</sup>	Water	EPA 624	117.00		-	
BTEX <sup>1</sup>	Solid	EPA 8021	78.00			-

### V. SPECIAL LAB SERVICES

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

Description	WPCL FY 2014-15 COST (\$)	Outside FY 2014-15 COST (\$)

	WPCL	Outside
<b>TOTAL COSTS</b>	-	-
<b>TOTAL LABORATORY COSTS</b>		-



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