

## **RESOLUTION NO. 2043**

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF TROUTDALE FOR THE LABORATORY ANALYSIS OF TWO WASTEWATER SAMPLES ASSOCIATED WITH SB 737 REQUIREMENTS**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. SB 737 directs the Oregon Department of Environmental Quality (DEQ) to conduct a study of persistent, bioaccumulative, and toxic pollutants discharged in Oregon;
2. SB 737 requires municipalities in possession of a National Pollutant Discharge Elimination System (NPDES) permit to submit a plan for reducing discharges of priority listed persistent, bioaccumulative and toxic pollutants;
3. The City of Troutdale has a NPDES permit authorizing discharges of treated wastewater to the Sandy River;
4. DEQ requires two wastewater samples to determine whether priority listed persistent, bioaccumulative and toxic pollutants are present in the City's wastewater effluent;
5. Commercial analytical capabilities are not readily available for many pollutants listed, however, the DEQ laboratory has acquired those capabilities; and
6. The Intergovernmental Agreement has been approved by DEQ.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**


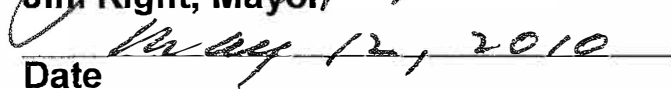
Section 1. The City of Troutdale hereby approves the attached Intergovernmental Agreement (IGA) between the Oregon Department of Environmental Quality and the City of Troutdale for the laboratory analysis of two wastewater samples associated with SB 737 requirements.

Section 2. The Mayor is authorized to sign Attachment A, the IGA, on behalf of the City of Troutdale.

Section 3. The Mayor is authorized to sign any addendums to the IGA that may arise during the course of the project.

Section 4. This resolution is effective immediately upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**

  
\_\_\_\_\_  
Jim Kight, Mayor  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Debbie Stickney, City Recorder

**Adopted: May 11, 2010**

**LAB SERVICES AGREEMENT  
Analysis of P3 List Compounds**

This Agreement is between the **City Of Troutdale (City)**, and the State of Oregon, acting by and through its **Department of Environmental Quality (DEQ)**.

City Contact Data	DEQ Contact Data
City Contact: Mike Sorensen City Of Troutdale 342 SW 4th St Troutdale OR 97060-1322	DEQ Contact: Greg Pettit Dept. Environmental Quality Laboratory & Environmental Assessment Division 3150 NW 229 <sup>th</sup> # 150 Hillsboro OR 97124  Phone: 503-693-5705

1. **Background** The 2007 Oregon Legislature passed Senate Bill 737 (SB 737). SB 737 directed DEQ to compile a prioritized list of persistent pollutants in Oregon waters. DEQ developed a prioritized list (P3 List) that includes 118 persistent pollutants. SB 737 requires that by July 1, 2011 the 52 largest waste water treatment plants in the state must develop plans for reducing the persistent pollutants and effluent sampling is needed. Commercial analytical capabilities are not readily available for many of the compounds on the list. The DEQ Laboratory has acquired the analytical capabilities to analyze for these compounds as a result of its ongoing toxics monitoring programs. This Agreement outlines the process and requirements related to the DEQ's analysis of water quality samples submitted by or on behalf of the City for the persistent pollutants included on the P3 List.
2. **Authority** DEQ has authority under ORS 468.035 (1)(b) to conduct and prepare, independently or in cooperation with others, studies, investigations, research and programs pertaining to the quality and purity of the air or the waters of the state, and under ORS 468.035 (1)(d) may enter into contracts necessary to carry out those purposes.
3. **Effective Date and Duration** This Agreement is effective on the date of the last required signature. Unless earlier terminated or extended, this Agreement expires **June 30, 2011**.
4. **Statement of Work** DEQ will conduct laboratory analysis on 2 sets of water samples (Samples) submitted by or on behalf of the City. DEQ will collect the sample for methylmercury. The Sample collection and analysis must comply with the requirements outlined in the *Quality Assurance Project Plan* and *Sampling and Analysis Plan* approved by DEQ. The Samples must be submitted to the DEQ Laboratory at 3150 NW 229<sup>th</sup> Avenue, Suite 150 Hillsboro, OR on dates and times determined in advance by DEQ. The dates and times for the Sample submittals will be included in the *Quality Assurance Project Plan*. DEQ will submit an Analysis Report to the City for each set of Samples submitted to the DEQ within sixty (60) days of DEQ's receipt of the Samples.
5. **Consideration** DEQ will submit invoices to the City after issuance of each of the Analysis Reports. The City will pay DEQ **\$7,275** for the first Sample set submitted and analyzed within 30 days of receipt of an invoice. *This amount includes \$300 for DEQ's collection of the sample for methylmercury.* The City will pay an amount not to exceed \$7,275 (*including \$300 for DEQ's collection of the sample for methylmercury*) for the second Sample set submitted and analyzed by DEQ within 30 days of receipt of an invoice. The maximum, not-to-exceed compensation payable to DEQ under this Agreement is **\$14,550**.
6. **Agreement Documents** This Agreement consists of this document and the attached Exhibit A.
7. **Amendments** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. If the maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before DEQ performs work subject to the amendment. No payment will be made for any services performed before the effective date or after the expiration date of this Agreement.
8. **Termination** This Agreement may be terminated by mutual consent of both parties, or by either party upon 30 days written notice to the other party. This notice may be transmitted in person, by mail, facsimile, or Email. If this Agreement is terminated under Section 8, the City must pay DEQ for authorized work performed but not yet paid.
9. **Funds Available and Authorized** The City certifies at the time the Agreement is written that sufficient funds are available and authorized or will be available and authorized for expenditure to finance costs of this Agreement. DEQ understands and agrees payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- 10. **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.
- 11. **Compliance with Applicable Law.** DEQ will comply with all federal, Oregon, and local laws, regulations, rules, orders and ordinances applicable to this agreement.
- 12. **No Third Party Beneficiaries.** The State of Oregon and the City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. The City and DEQ are intended beneficiaries of the terms of this Agreement.
- 13. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 14. **Survival.** Sections 5, 8 and 13 of this Agreement shall survive termination or expiration of this Agreement.
- 15. **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. ALL PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the City:

Jim Kight May 12, 2010  
Date

Printed Name / Title: Jim KIGHT Mayor

Approved by DEQ:

Greg Pettit 4/12/10  
Greg Pettit, LEAD Administrator

**EXHIBIT A**  
**LAB SERVICES AGREEMENT**  
**Analysis of P3 List Compounds**

DEQ will approve a *Quality Assurance Project Plan* (QAPP) and a *Sampling and Analysis Plan* (SAP) for the sample collection and analysis prior to sample collection. The QAPP specifies the methods by which the samples will be collected, submitted, and analyzed; the specific quality assurance procedures including duplicate samples, field blanks, matrix spikes and other quality assurance samples that may be analyzed to validate and characterize data quality; the data quality objectives, and the procedures for data quality review. The target list for analytes and the proposed methods for analyses to be included in the QAPP is included below. Changes to the list may be made as a result of method validation results. The approved QAPP will include the final list of analytes and methods.

DEQ will provide an Analysis Report to each permittee that: (1) reports concentrations of each P3-listed pollutant in their effluent sample; and (2) lists the trigger level for each pollutant. These results will be uploaded into DEQ's Laboratory Analytical Storage and Retrieval (LASAR) database, which is available to the public. In the process of running the methods to analyze for the P3 pollutants, analytes routinely included in these methods analyses but not on the P3 List may be detected. DEQ will report any analytes detected above the laboratory's level of quantitation in a separate report. DEQ will review this information in a joint meeting with interested facilities and ACWA members in November 2010 prior to uploading the data into DEQ's LASAR database. DEQ will meet again with interested facilities and ACWA members in 2011 once the data are available following the winter sampling event. The additional analytes may include a variety of parameters which may or may not be relevant for the individual facilities. Parameters may include those for which the facility has existing permit effluent limits or for which the facility does not have permit limits but for which there are water quality standards. Additional analytes may also include parameters for which there are not applicable standards and for which the facility does not have effluent limits.

Method	Analyte
EPA 1630	Methylmercury [1+ ion]
EPA 200.8 Diss	Arsenic [dissolved] Cadmium Compounds [dissolved] Lead Compounds [dissolved]
EPA 200.8 Total	Selenium Compounds [total]
EPA 8270	Prochloraz {ED} Tris-(1,1-dimethylethyl)phenol, 2,4,6- [Alkofen B] Benzotrachloride [trichloromethylbenzene] Bifenthrin Deltamethrin [decamethrin] Hexabromocyclodecane [HBCD] Hexachlorophene Lambda-cyhalothrin Myclobutanil Octachlorostyrene Pentachloroanisole [2,3,4,5,6-Pentachloroanisole] Chlordecone [Kepone] Heptachloronaphthalene Hexachloronaphthalene Pentachloronaphthalene Pentachloronitrobenzene Tetrachloronaphthalene Trichloronaphthalene Dicofol Pentachlorobenzene Indeno(1,2,3-cd)pyrene Anthracene Benz(a)anthracene Benzo(a)pyrene Benzo(b)fluoranthene Benzo(g,h,i)perylene Benzo(k)fluoranthene Chlorpyrifos (Lorsban, Dursban) Chrysene [benzo(a)phenanthrene] Decafluorobiphenyl Diazinon Dibenz(a,h)anthracene Endosulfan sulfate Esfenvalerate Fluoranthene [Benzo(i,k)fluorene] Methylphenanthrene, 1- Methylpyrene, 1- Oxyfluorfen Phenanthrene Pyrene Terphenyl, p- Trifluralin Chlordane, cis-

Chlordane,trans-  
 DDD, 4,4'-  
 DDE, 4,4'-  
 DDT, 4,4'-  
 Dieldrin  
 Endrin  
 Heptachlor  
 Heptachlor epoxide  
 Hexachlorobenzene [HCB]  
 Hexachlorocyclohexane, alpha-  
 Hexachlorocyclohexane, beta- {ED}  
 Hexachlorocyclohexane, gamma- [Lindane]  
 Isodrin  
 Mirex  
 Nonachlor, cis-  
 Nonachlor, trans-  
 Oxychlordane, single isomer  
 Trichlorophenol, 2,4,5-  
 Trichlorophenol, 2,4,6-  
 Pendimethalin  
  
**EPA 1694** Roxithromycin  
 Pimozide  
  
**EPA 1694 Neg** Triclosan [2,4,4'-trichloro-2'-hydroxydiphenyl ether]  
**EPA 8321** Galaxolide [HHCB]  
 Tetrabromobisphenol A [TBBPA]  
 Fipronil  
 Linuron  
  
**EPA 1698** Diethylstilbestrol {ED}  
 Sitostanol, beta- {Stigmastanol} {ED}  
 Sitosterol, beta- {ED}  
 Cholesterol  
 Coprostanol  
  
**EPA 1613** 2,3,7,8-TCDD {as.TEQ}  
**EPA 537** Perfluoroheptanoic acid [PFHpA]  
 Perfluorononanoic acid [PFNA]  
 Perfluorooctane sulfonamide [PFOSA]  
 Perfluorooctane sulfonic acid [PFOS]  
 Perfluorooctanoic acid [PFOA]  
  
**EPA 1614** PBDE-047 [2,2',4,4'-Tetrabromodiphenyl ether]  
 PBDE-099 [2,2',4,4',5-Pentabromodiphenyl ether]  
 PBDE-100 [2,2',4,4',6-Pentabromodiphenyl ether]  
 PBDE-153 [2,2',4,4',5,5'-hexabromodiphenyl ether]  
 PBDE-209 [decabromodiphenyl ether]  
  
**GC/MS** Musk indane  
 Musk ketone  
 Musk tibetene  
 Musk xylene  
  
**GC/MS** Cyclopentasiloxane, decamethyl- [D5]  
 Cyclotetrasiloxane, octamethyl- [D4]  
  
**SM 6640** Dinoseb  
**EPA 1668** PCB-028 [2,4,4'-trichlorobiphenyl]  
 PCB-052 [2,2',5,5'-tetrachlorobiphenyl]  
 PCB-077 [3,3',4,4'-tetrachlorobiphenyl]  
 PCB-081 [3,4,4',5-tetrachlorobiphenyl]  
 PCB-101 [2,2',4,5,5'-pentachlorobiphenyl]  
 PCB-105 [2,3,3',4,4'-pentachlorobiphenyl]  
 PCB-114 [2,3,4,4',5-pentachlorobiphenyl]  
 PCB-118 [2,3',4,4',5-pentachlorobiphenyl]  
 PCB-123 [2',3,4,4',5-pentachlorobiphenyl]  
 PCB-126 [3,3',4,4',5-pentachlorobiphenyl]  
 PCB-138 [2,2',3,4,4',5'-hexachlorobiphenyl]  
 PCB-153 [2,2',4,4',5,5'-hexachlorobiphenyl]  
 PCB-156 [2,3,3',4,4',5-hexachlorobiphenyl]  
 PCB-157 [2,3,3',4,4',5'-hexachlorobiphenyl]  
 PCB-167 [2,3',4,4',5,5'-hexachlorobiphenyl]  
 PCB-169 [3,3',4,4',5,5'-hexachlorobiphenyl]  
 PCB-180 [2,2',3,4,4',5,5'-heptachlorobiphenyl]  
 PCB-189 [2,3,3',4,4',5,5'-heptachlorobiphenyl]  
  
**EPA 8323** Bis (tributyltin) oxide [TBTO, hexabutyl distannoxane]