

June 24, 2024

Jim Middaugh
Urban Flood Safety & Water Quality District
1880 NE Elrod Drive
Portland, OR 97211



Re: Voluntary Letter Agreement for DEQ Technical Assistance and Environmental Oversight to the Urban Flood Safety and Water Quality District (formerly Multnomah County Drainage District) Maintenance Dredging Area-wide, ECSI#5852

Dear Jim Middaugh,

This letter responds to your request of the Oregon Department of Environmental Quality Cleanup Program (DEQ) to provide technical assistance and environmental oversight to the Urban Flood Safety and Water Quality District (District). This letter serves as a Letter Agreement between the District and DEQ, regarding the logistics of and payment for DEQ review and oversight of the District's flood control activities that encounter contaminated soil and sediment.

The objective of the Letter Agreement is for DEQ to provide advice, guidance, environmental oversight, and other technical assistance to the District in the handling and disposal of hazardous substances that are present in soil, groundwater, surface water, and/or sediment encountered during the District's flood control activities at concentrations that may pose an unacceptable risk to human health and/or the environment. This agreement between the District and DEQ is a special condition for dredging activities performed under the District's US Army Corps of Engineers (USACE) permit # NWP-2003-688-6.

Under this Letter Agreement, DEQ agrees to perform the following review and oversight work where required by NWP-2003-688-6 or requested as technical assistance:

- Conduct a site visit, if needed.
- Conduct file and document reviews pertaining to environmental conditions in the vicinity of the District's proposed flood control activities.
- Confer with the District and/or its consultants to discuss the scope of work, sampling results, and schedule for providing technical assistance and guidance in the handling and disposal of contaminated media that may be encountered during the District's flood control activities.
- Review and provide comments on the District's draft Work Plans.
- When required by USACE permit # NWP-2003-688-6 special conditions, providing oversight of dredging projects, including review or approval, as needed.
- Oversee any necessary investigations to assess the scope and extent of contaminated media that may be encountered during the District's flood control activities.
- If additional work is required to address contaminated media encountered during the District's flood control activities, DEQ will work with the District to determine the scope and extent of the additional work and what form of agreement future work will be conducted under.

Under this Letter Agreement, the District agrees to perform the following work:

- Confer with DEQ to discuss the need for sampling, any sampling results, and any proposed revisions to the scope of work, methods, and schedule necessary to implement the technical assistance and guidance provided by DEQ in the handling and disposal of contaminated media that may be encountered during the District's flood control activities.
- When required by USACE permit # NWP-2003-688-6 special conditions, submittal of work and/or deliverables related to the District's proposed dredging projects.
- If additional work is required, participate in developing the scope and extent of any additional work and determining what form of agreement is needed for the additional investigation and/or the handling and disposal of the contaminated media.

The District also agrees to provide DEQ five days notice of any field work and/or any sampling events where the District is requesting DEQ's oversight and technical assistance, and to allow DEQ to enter all portions of the work area at all reasonable times for the purposes, among other things, of inspecting or observing District progress in implementing this Letter Agreement; conducting such tests and taking such samples as DEQ deems necessary; verifying data submitted to DEQ by the District; and, using camera, sound recording, or other recording equipment for purposes relating to work under this Letter Agreement. DEQ agrees to provide reasonable advance notice before entering the District's work area. DEQ agrees to adhere to all health and safety requirements of the property as identified in any Health and Safety Plan provided by the District for its flood control projects.

DEQ technical assistance costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this Letter Agreement and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs. Review and oversight costs will not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ will confirm project-specific billing requirements with the District and provide the District with a monthly statement and direct labor summary, samples of which are attached. The monthly statements will contain at least the same level of detail as the sample statements. Additionally, DEQ will provide the District with technical assistance cost estimates upon the District's request.

DEQ recognizes that all amounts payable by the District in future fiscal years are subject to appropriation by the District's board of directors. The District agrees to propose budgets to its board of directors containing an appropriation of sufficient funds to make payments due under this Letter Agreement and to use its best efforts to obtain approval of the budget.

Either the District or DEQ may terminate this Letter Agreement by giving 15 days advance written notice to the other. Only those costs incurred or obligated by DEQ prior to the effective date of any termination of this Letter Agreement shall be recoverable under this Agreement. Termination of this Letter Agreement will not affect any other right DEQ may have for recovery of costs under applicable law.

The District shall hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from activities performed by the District and reviewed or overseen by DEQ under this Letter Agreement.

This Letter Agreement is not and shall not be construed as an admission by the District of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. This Letter Agreement is not and shall not be construed as a waiver, release, or settlement of claims DEQ may have against the District or any other person or as a waiver of any enforcement authority DEQ may have with respect to the District and its flood control activities.

Upon DEQ's request and as necessary to oversight of the District's work under this Letter Agreement, the District shall provide DEQ with data and records related to investigation and contaminated media handling and disposal activities or dredging projects undertaken as part of the District's flood control activities, excluding any privileged documents identified as such by the District. Unless otherwise required by law (including but not limited to Oregon's Public Records Law, which requires that records qualifying as public records under ORS 192.005(5) are subject to disclosure unless an exemption applies), no reports, information, or data given to or prepared or assembled by the District or DEQ under this Letter Agreement ("Agreement Information") shall be made accessible to any individual or organization by either party without the prior notice and where necessary, prior written approval of the other party. In the event that a party to this Letter Agreement is required by law to disclose Agreement Information, that party will notify the other party as soon as reasonably practicable. The intent of this notice requirement is to give the other party an opportunity to assess the legal basis for requiring disclosure and to express any concerns or opinion as to its validity.

All notices required by and relating to this Letter Agreement will be sent in writing by personal delivery, by overnight delivery, by certified mail with return receipt requested, or by email. Notices shall be addressed to the District Program Manager and DEQ Project Manager identified below. Notwithstanding the foregoing, invoices and communications relating to invoices will be directed to the District Invoicing Contact and DEQ Invoicing Contact identified below.

District Program Manager	DEQ Project Manager
Name: Carrie Sanneman Title: Environmental Program Manager, Urban Flood Safety and Water Quality District Address: Urban Flood Safety & Water Quality District 1880 NE Elrod Drive Portland, OR 97211 Phone (971) 421-9442 Email: csanneman@mcdd.org	Sara Krepps Cleanup Project Manager Oregon Department of Environmental Quality Northwest Region 700 NE Multnomah Street Portland, OR 97232 503-956-9363 sara.krepps@deq.oregon.gov
District Invoicing Contact invoices@mcdd.org	DEQ Invoicing Contact Dawn Ismerio Oregon Department of Environmental Quality 700 NE Multnomah Street Portland, OR 97232503-716-0006 dawn.ismerio@deq.oregon.gov

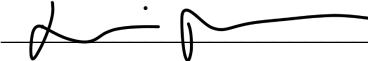
Sincerely,



Kevin Parrett
Northwest Region Cleanup Program Manager

If the terms of this Letter Agreement are acceptable to you, please sign in the space provided below and return to us.

Accepted and agreed to this 27th day of June, 2024.

By:  _____

Title: Executive Director

Enclosure:
Sample Invoice

cc:
Carrie Sanneman
Sara Krepps

State of Oregon
Department of Environmental Quality

INVOICE

Site Name: ABC, Inc
Project No: 10000000
 Authorization:

Invoice Number: HSRAF01-XXXX
 Invoice Date: 8/30/2001

John Q. Public Corporation
 Attn: John
 123 S.W. Bedrock Avenue
 Portland, OR 97200

Payment Due: 9/29/2001

Project Expenditures:	Billing Period 7/01
Personal Services	\$ 0.00
Attorney General	0.00
Travel	0.00
Services and Supplies	0.00
Contract Payments	0.00
	0.00
Total Current Charges:	\$ 0.00

Previous Balance	Billing Period Expenditures	Interest	Total Balance Due
0.00	0.00	0.00	0.00

----- Cut here and return this portion with payment -----

Remit and make checks payable to:

Check box if your address has changed and complete back of invoice:

Dept. of Environmental Quality
 Attn.: Business Office
 811 SW Sixth Avenue
 Portland, OR 97204-1390

Site Name: ABC, Inc
Project No: 10000000

Invoice Number: HSRAF01-XXXX
 Amount Enclosed:

Current	31-60 Days	61-90 Days	90+ Days	Total Due
0.00	0.00	0.00	0.00	0.00