



March 6, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Acting as the governing body of Water Environment Services  
 Clackamas County

**Approval of an Intergovernmental Agreement with Happy Valley, Gladstone, Milwaukie, Oregon City, West Linn, Wilsonville, Lake Oswego, Johnson City, and Oak Lodge Water Services for Municipal Stormwater Permit compliance support, including mercury monitoring. Agreement Value is \$56,060 for 5 years. Funding is through WES Surface Water Operating Funds and reimbursements by the parties. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	N/A		
<b>Performance Clackamas</b>	<p>This IGA supports the WES Strategic Plan to effectively manage wastewater and stormwater systems to meet or surpass environmental, safety, and public health standards, recover resources and protect watersheds.</p> <p>This IGA supports the County’s Strategic Plan to honor, utilize, promote and invest in our natural resources</p>		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	N/A
<b>Contact Person</b>	Terrance Romaine	<b>Contact Phone</b>	971-978-8567

**EXECUTIVE SUMMARY:** Water Environment Services (WES) is a co-permittee to a Municipal Separate Storm Sewer permit issued for the Clackamas County urban area by Oregon Department of Environmental Quality. Other co-permittees (collectively with WES, “Co-Permittees”) that have chosen to use the environmental monitoring services provided by WES include Clackamas County, Happy Valley, Gladstone, Milwaukie, Oregon City, West Linn, Wilsonville, Lake Oswego, Johnson City, and Oak Lodge Water Services. The permit requires mercury monitoring by the co-permittees at select sites throughout their respective jurisdictions. Coordinating this monitoring reduces duplicative monitoring by individual co-permittees and guarantees consistent work is performed. WES is performing this work on behalf of, and receiving reimbursement from, other co-permittees covered by the permit. The monitoring results will be used in support of permit compliance including renewal of the permit at such time as it expires.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the intergovernmental

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agreement with the co-permittees for NPDES Municipal Stormwater Permit compliance support, including mercury monitoring.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist  
Director, WES

Attached: Intergovernmental Agreement between WES and co-permittees for NPDES Municipal Stormwater Permit compliance support

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN WATER ENVIRONMENT SERVICES  
AND CO-PERMITTEES FOR  
PHASE I MS4 NPDES PERMIT COMPLIANCE SUPPORT**

THIS AGREEMENT (this “Agreement”) is entered into by and between Water Environment Services (“District”), an intergovernmental entity formed pursuant to ORS Chapter 190, and the City of Happy Valley, the City of Gladstone, the City of Milwaukie, the City of Oregon City, the City of West Linn, the City of Wilsonville, the City of Lake Oswego, and the City of Johnson City, each an Oregon municipal corporation; and Oak Lodge Water Services, an Oregon Joint Water and Sanitary Authority organized under ORS Chapter 450 (collectively referred to as the “Co-Permittees” and each a “Co-Permittee”). The District and Co-Permittees are collectively referred to as the “Parties” or each a “Party.”

**RECITALS**

ORS 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

The Co-Permittees desire to obtain instream and stormwater (“outfall”) monitoring and laboratory services from District in order to comply with the monitoring and reporting requirements in Phase I MS4 NPDES Permit No. 101348, as amended on May 5, 2023 (“Permit”).

In consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

- 1. Term.** The Agreement shall be effective between the District and any individual Co-Permittee upon execution by the District and the Co-Permittee and shall be deemed effective on July 1, 2023 (“Effective Date”). After District execution, a Co-Permittee may sign on to the Agreement at a later date by executing the signature page below. A lack of execution by one Co-Permittee shall not impact the validity of the Agreement as to any other Co-Permittee. The Agreement shall expire on December 31, 2028 (“Term”). The District and Co-Permittees acknowledge that Work (defined in Section 2 below) may have been performed prior to the execution of this Agreement. By execution of this Agreement, the District and Co-Permittees hereby approve and ratify Work performed prior to execution. The District reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work. This Agreement may be extended for subsequent Permit years if the Permit is administratively extended, provided that the Parties agree to the extension in writing within 90 days of the end of the Permit year.
- 2. Scope of Work.** District agrees to provide the services identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (the “Work”), which Work may be amended from time to time by mutual, written agreement in an amendment

signed by all Parties. The schedule for performance of the Work is attached hereto as Exhibit B and incorporated herein.

3. **Consideration.** Each Co-Permittee agrees to pay District, from available and authorized funds, a sum in the amount set forth in Exhibit A for the respective Party, throughout the Term of this Agreement, for accomplishing the Work required herein.
4. **Payment.** Unless otherwise specified by a Co-Permittee, the District shall submit annual invoices for Work performed to each Co-Permittee for services rendered for that specific Co-Permittee. Invoices shall describe all Work performed and shall itemize expenses. Each Co-Permittee shall make payments to the District within 30 days of receipt of an invoice. The District shall not submit invoices for, and each Co-Permittee will not pay, any amount in excess of the maximum compensation amount set forth above. Each Co-Permittee shall only be responsible for payments for Work performed by the District on behalf of that individual Co-Permittee, and shall have no responsibility for payments for Work performed on behalf of other Co-Permittees.
5. **Representations and Warranties.**
  - A. *Co-Permittee's Representations and Warranties:* Each Co-Permittee, as to itself, represent and warrant to District that the Co-Permittee has the power and authority to enter into and perform this Agreement, and this Agreement, when fully executed, shall be a valid and binding obligation of the Co-Permittee and enforceable in accordance with its terms.
  - B. *District Representations and Warranties:* District represents and warrants to Co-Permittees that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District and enforceable in accordance with its terms.
  - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
  - A. The District may terminate this Agreement as to all Co-Permittees or an individual Party at any time upon thirty (30) days' prior written notice to all Co-Permittees or the individual Co-Permittee subject to the termination. District's termination as to an individual Co-Permittee does not affect the Agreement as to the remaining Co-Permittees and the Agreement shall remain in full force and effect.
  - B. Any Co-Permittee may remove itself from this Agreement by providing thirty 30 days' prior written notice to all Parties, and upon the effective date of termination shall pay for all services performed and costs incurred by District under this Agreement up until and including the effective date of termination. A Co-Permittee's removal of itself as a Party under this provision does not affect the Agreement as to any other Party and the Agreement shall continue in full force and effect with all Parties remaining.
  - C. In the event of a breach of the Agreement by any Co-Permittee, the District may terminate the Agreement as to that breaching Co-Permittee. In the event of a breach of the Agreement by the District, the Co-Permittees may, by mutual

written agreement of all Co-Permittees, terminate this Agreement. Prior to either such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- D. Neither the District nor any Co-Permittee shall be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. The District may terminate this Agreement in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such Work from the planned funding source. If the District terminates the Agreement under this Section the District shall cooperate with the Co-Permittees in good faith to transfer data and information pertaining to this Agreement to the next provider of the Work as required for each Co-Permittee.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to the effective date of termination.

## **7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless, and defend each Co-Permittee, its officers, elected officials, agents, and employees, from and against all costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control. Notwithstanding the above, the District shall not be responsible for indemnifying or defending any Co-Permittee from and against any claims, actions, or fines of any nature arising from a lack of compliance by that Co-Permittee with the Clean Water Act, Oregon Revised Statutes, or any other state or federal legal or regulatory requirement related to the performance of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each Co-Permittee agrees to indemnify, save harmless, and defend the District, its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions and all expenses incidental to the investigation and defense thereof, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the indemnifying Co-Permittee or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Co-Permittee has a right to control.

8. **Insurance.** Each Party agrees to maintain levels of insurance, or self-insurance, sufficient to satisfy its obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

A. Chris Desiderati or their designee will act as liaison for the District.

**Contact Information:**

**Environmental Services Supervisor**

Environmental Services  
Clackamas Water Environment Services  
15941 S. Agnes Ave, Bldg. B  
Oregon City, OR 97045  
Primary: 503-557-2834

B. Contact information for each Co-Permittee is located on the signature page.

10. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of the District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and one or more Co-Permittees that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the

District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Co-Permittees, by execution of this Agreement, hereby consent to the in personam jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law and Permit Requirements.** All Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement. Each Co-Permittee shall be responsible for ensuring it is in compliance with all legal and regulatory requirements applicable to it, including, but not limited to, the terms of the Permit.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by another Party.
- D. Access to Records.** The District and each Co-Permittee shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, including any appeals thereof, whichever is later. The District and Co-Permittees shall maintain their respective financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the authorized representatives of any other Party access to Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** The District shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials produced in connection with this Agreement (“Work Product”). The District grants to each Co-Permittee, a non-exclusive license and right to copies of the Work Product produced, and each Co-Permittee shall have the license and the right to use, distribute, and allow third parties to use the Work Product for any purpose that the distributing Co-Permittee determines necessary or beneficial. Any reuse of such Work Product by a Co-Permittee outside the scope of work for which it was

developed, or any alteration whatsoever, shall be at the Co-Permittee's sole risk and with no liability to District.

- F. **Hazard Communication.** Each Co-Permittee shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Co-Permittees (40 CFR Part 302), and any amendments thereto. Upon District's request, the notifying Co-Permittee shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon the appropriation of adequate funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind a Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a



representative, agent, employee or contractor of another Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- L. **No Third-Party Beneficiary.** Each Co-Permittee and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and are expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** District may enter into subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, provided that the District provides written notice to each Co-Permittee of such assignment.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be deemed an original, and all of which together shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (O), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to execute and carry out this Agreement.
- Q. **Time is of the Essence.** The Parties agree that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither any Co-Permittee nor District shall be held responsible for delay or default caused by events outside of a Co-Permittee's or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.

T. **Confidentiality.** Each Party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by any Party, or its employees or agents in the performance of this Agreement, shall be deemed confidential information of the custodian of the information provided (“Confidential Information”). Each Party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing by the custodian of the Confidential Information or as provided under this Agreement.

U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys’ fees and expenses.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as indicated by the duly authorized signature of each Party on the dates listed below.

**Water Environment Services**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

**Oak Lodge Water Services**

<i>Brad Albert</i>	1/9/2025
<b>Name</b> Brad Albert, General Manager	<b>Date</b>
<b>Title</b> Lara Christensen	
<b>Contact Name</b> lara.christensen@olws.org	
<b>Contact Email</b> 503-353-4207	
<b>Contact Phone</b>	

### City of Gladstone

Jacque M. Betz 12-11-24  
Name Date  
City Administrator  
Title  
Jacque M Betz  
Contact Name  
Betz @ci.gladstone.or.us  
Contact Email  
503 557 2767  
Contact Phone


### City of Milwaukie

ES 11/27/24  
Name: Emma Sagor Date  
City Manager  
Title  
Riley Gill  
Contact Name  
GillR@milwaukieoregon.gov  
Contact Email  
503.786.7656  
Contact Phone

### City of Oregon City

Anthony J. Konkol III Jan 16,  
Name Date  
Anthony J Konkol III  
Title  
City Manager  
Contact Name  
Anthony J Konkol III  
Contact Email  
tkonkol@orcitey.org  
Contact Phone

**City of West Linn**

 1-6-2025

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Name Date  
Public Works Director/City Engineer

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Title  
Erich Lais

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Contact Name  
elais@westlinnoregon.gov

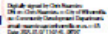
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Contact Email  
503-722-3434

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Contact Phone

**City of Wilsonville**

 Digitally signed by Chris Neamtzu  
DN: cn=Chris Neamtzu, o=City of Wilsonville  
ou=City of Wilsonville, email=chris.neamtzu@ci.wilsonville.or.us,  
serial=2024.01.07 13:07:00 January 7, 2025

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Name Date  
Community Development Director

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Title  
Jim Cartan, Environmental Specialist

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Contact Name  
Jcartan@ci.wilsonville.or.us

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Contact Email  
O: (503) 570-1552; C: (503) 522-7764

---

Contact Phone

**City of Lake Oswego**

**Approved as to form:**

\_\_\_\_\_  
Name Megan Phelan Date

\_\_\_\_\_  
Acting City Manager  
Title

Sonja Johnson  
Contact Name

sjohnson@lakeoswego.city  
Contact Email

503-675-3999  
Contact Phone

 Digitally signed by Evan Boone  
Date: 2024.11.12 13:59:00 -08'00'  
Evan Boone, Deputy City Attorney

**City of Johnson City**

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Name Date

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Title

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Contact Name

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Contact Email

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Contact Phone

## Exhibit A

### Scope of Work

#### Part 1 – MS4 Mercury Environmental Monitoring Overview

##### **Purpose**

The purpose of this Scope of Work is to define the Work and the specific responsibilities of the Co-Permittees and District. The Co-Permittees desire to obtain instream and stormwater (“outfall”) quality monitoring services from District in order to comply with the mercury monitoring and reporting requirements of the Permit.

##### **Project Description and Sites**

The project (“Project”) involves one task, to be conducted by District:

Task 1.0 Perform Coordinated Mercury monitoring work on behalf of the Co-Permittees. This task is split into 3 sub-tasks:

- 1.1 This coordinated Work involves sample collection:
  - 1.1.1 Four (4) monitoring events each year at two (2) instream sites in each of the following Basins: Lower Willamette, the Middle Willamette, the Tualatin River, and the Clackamas River.
  - 1.1.2 Three (3) monitoring events each year at four (4) outfall sites. The 2022 Comprehensive Clackamas County Stormwater Monitoring Plan (“CCCSMP”) describes the locations of the eight (8) instream and four (4) outfall sites (Section 5.3.1, Tables 8 and 9, and Figure 3). To fulfill the mercury monitoring obligations, District will lead coordination and sampling for all Co-Permittees. A specific methodology is prescribed in the Permit for mercury monitoring, the details of which are included in this Work. This Project will follow logistical procedures in the CCCSMP for sample collection. Where possible, District will invite Co-Permittee staff to join in the field work for this task.
- 1.2 One training session will be conducted by District to support the Work. Interested Co-Permittee staff are voluntarily welcome to join.
- 1.3 Annual data review and reporting to Co-Permittees and Oregon Department of Environmental Quality (“DEQ”). Reports to DEQ will be in accordance with the Permit and CCCSMP.

##### **Project Schedule**

For Mercury Monitoring, the proposed schedule for these tasks to occur will be five (5) permit years (“PY”). For this Project, a PY is defined as beginning on July 1 and ending on June 30 of the following year. The Permit became effective on October 1, 2021, with the first PY beginning on July 1, 2021. However, the Permit Implementation Start Date for these tasks is July 1, 2023, or the beginning of PY 3. A summary of this schedule to be followed each PY is shown in Exhibit B, assuming continued monitoring after the Permit Expiration Date of September 30, 2026. September 30, 2026 (end of PY 5), and conclude after reporting for these tasks (i.e., Task 1.3) is completed on December 1,

2026 at the end of PY 5. The schedule is structured to align with reporting periods and Annual Report Deadlines, per Permit Schedule B. 3. Table 4.

**Project Costs**

Project costs were **estimated** based on time and materials to conduct the Work, training fees, and the Permit modification Fee, as appropriate. Analytical costs were estimated by District’ Water Quality Lab (“WQL”), which will contract with a qualified third party laboratory or analyze in-house all mercury-related samples (i.e., Total Recoverable Mercury and Total Suspended Solids). The WQL will also manage analytical data in its Laboratory Information Management System (“LIMS”). Material costs were based on consumable costs at the time this scope was created. Labor costs were based on charge-out rates.

A summary of annual costs separated by Co-Permittee is shown in Table 1 below. PY 3 includes fees from training and the Permit modification fee requested on August 25, 2022. To account for annual inflationary costs for testing and increased personnel salaries (e.g. Cost of Living Adjustments), beginning in PY 4, 10% increases were added from the prior year costs. This 10% adjustment is only applied to costs for monitoring (i.e., labor + testing) and excludes costs for permit modification fees, training, and additional Quality Control (“QC”) samples needed in PY 3. The adjustments were made for each successive year after PY 4 in the same manner. Annual Costs invoiced by District shall not exceed those values shown in each column for the respective PY.

**Table 1. Estimated Annual Mercury Monitoring Project Costs by Co-Permittee.**

Co-Permittee	PY 3	PY 4	PY 5	PY 6	PY 7	5-year Sub-total
Lake Oswego	2,780	1,910	2,100	2,310	2,540	\$ 11,640
Milwaukie	2,160	940	1,030	1,130	1,250	\$ 6,510
Oregon City	2,900	1,720	1,890	2,080	2,290	\$ 10,880
West Linn	2,360	1,350	1,490	1,630	1,800	\$ 8,630
Wilsonville	1,790	1,230	1,350	1,490	1,640	\$ 7,500
Oak Lodge Water Services	1,650	1,140	1,250	1,380	1,510	\$ 6,930
Gladstone	920	630	700	770	840	\$ 3,860
Johnson City	30	20	20	20	20	\$ 110
<b>Grand Total</b>	<b>14,590</b>	<b>8,940</b>	<b>9,830</b>	<b>10,8100</b>	<b>11,890</b>	<b>\$ 56,060</b>

Part 2 – MS4 Mercury Environmental Monitoring Task Details

**Task 1.1 – Scheduling and Coordinated Mercury Monitoring**

**District shall:**

1. When appropriate, coordinate with Co-Permittee staff to have them join District-led sampling teams in the field for Instream Mercury sampling.
2. Develop and distribute a Mercury Monitoring Schedule with the Co-Permittees describing the planned Instream sampling dates 30 days prior to July 1 each year.

3. When possible, notify Co-Permittees prior to outfall monitoring events.
4. Following the sampling conditions regarding collection timing in Permit Schedule B, 1.d.(i).
5. For Instream Monitoring, collect a single grab sample for the Permit-required Mercury parameters at the eight (8) Co-Permittee sites as defined in the CCCSMP. Sampling procedures will follow the CCCSMP as submitted and approved to DEQ for grab sampling. Specific parameters, and applicable collection and analysis methods, are defined below:
  - a. Total Recoverable Mercury. Collected by method EPA 1669. Analyzed by method EPA 1631E with a quantitation limit of 0.5 ng/L.
  - b. Total Suspended Solids
6. Instream Mercury Monitoring samples shall be collected during four (4) events per PY. A minimum of 50% of the instream events shall be between September 1 and April 30, inclusive.
7. For Outfall Monitoring, collect a single grab sample of the Permit-required Mercury parameters at the four (4) Co-Permittee sites as defined in the CCCSMP. Sampling procedures will follow the CCCSMP as submitted and approved to DEQ for grab sampling. Specific parameters, and applicable collection and analysis methods, are defined below:
  - a. Total Recoverable Mercury. Collected by method EPA 1669. Analyzed by method EPA 1631E with a quantitation limit of 0.5 ng/L.
  - b. Total Suspended Solids.
8. Outfall Mercury Monitoring samples shall be collected during three (3) qualifying events per PY.
9. Document and maintain the time and date of collected samples in District' LIMS and as hard copies on field sheets.
10. As per the CCCSMP, collect adequate field QC samples (i.e., field blanks and field duplicates). Results from these samples will allow review of sampling procedures and support quality assurance. If Field Blanks for Total Recoverable Mercury are greater than 0.5 ng/L, corrective action will be taken to assess the source of contamination. If corrective actions do not result in field blanks showing results less than 0.5 ng/L, field blanks will continue to be collected past the first PY of CCCSMP implementation (i.e., PY 3). If Field Blanks are demonstrated to be less than 0.5 ng/L after one PY, no more field blanks will be collected for each site.
11. Analyze collected samples using the services of District' WQL, either in-house or through a qualified third party contract lab.

**Each Co-Permittee shall:**

1. Pay for services received for this Work within thirty (30) days of receipt of invoice from District.
2. Notify District if there are changes within the Permit affecting monitoring obligations for the individual Co-Permittee.



## **Task 1.2 – Training**

### **District shall:**

Conduct one training session focusing on “clean hands/dirty hands” (method EPA 1669) technique for interested Co-Permittee staff.

## **Task 1.3 – Reporting**

### **District shall:**

1. By the end of September each year, submit to each Co-Permittee an excel flat file and PDF report of the results for samples collected during the prior PY, including digital copies of field sheets.
2. By December 1 of each PY (Permit Schedule B.3) submit to the Oregon DEQ the monitoring data collected from this Work pursuant to the Submissions requirements in the Permit (Permit Schedule B.5) on behalf of individual Co-Permittees.

### **Each Co-Permittee Shall:**

1. By November 1 of each year, review results of the prior PY's data provided by District and provide contact information of a responsible Co-Permittee official. Contact information shall include Co-Permittee official's name and e-mail address.
2. Notify District if there are changes within the Permit affecting reporting obligations for the individual Co-permittee.

## Exhibit B - Schedule

