



September 29, 2022

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of a Joint Funding Agreement with the U.S. Geological Survey for Johnson Creek Water Quality and Flow Monitoring. Agreement value is \$10,000. Funding is through Water Environment Services Surface Water Operating Fund. County General Funds are not involved.**

<b>Purpose/Outcomes</b>	Approval of a Joint Funding Agreement with the U.S. Geological Survey for Johnson Creek Water Quality and Flow Monitoring. Agreement value is \$10,000. Funding is through Water Environment Services Surface Water Operating Fund. County General Funds are not involved.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000 of Water Environment Services (WES) funds are required from the District’s approved FY 2022-2023 budget.
<b>Funding Source</b>	Funding is through WES Surface Water Operating Fund. County General Funds are not involved.
<b>Duration</b>	October 1, 2021 to September 30, 2022
<b>Previous Board Action/Review</b>	This item was presented at Issues on September 27, 2022.  Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1999.
<b>Strategic Plan Alignment</b>	1. Aligns with WES’s Watershed Protection program strategic result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures. 2. Aligns with the Board’s goal to Honor, Utilize, Promote and Invest in our Natural Resources.
<b>Counsel Review</b>	Date of Counsel Review: September 20, 2022 Counsel Review: Amanda Keller
<b>Procurement Review</b>	Was this item reviewed by Procurement?: No If no, provide a brief explanation: Item is an agreement with the USGS.
<b>Contact Person</b>	Ron Wierenga, WES Assistant Director, 503-742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**


A cooperative, multi-jurisdictional hydrology study between the USGS and local governments in the Johnson Creek watershed is proposed to continue during Federal FY 2022. In 1999, Clackamas County Service District No. 1, now a part of WES, joined this long-term study. Other local governments who plan to participate this year include the Cities of Gresham, Milwaukie, and Portland, Multnomah County, and the East Multnomah County Soil & Water Conservation District. Funds are used by the USGS to maintain a network of several continuous creek water quality and/or flow monitoring stations, and to maintain an existing network of monitoring stations which measure groundwater levels. The benefits of the overall Project include:

- Compliance with Johnson Creek Total Maximum Daily Load Implementation Plan strategy to monitor pollutant loads in the Johnson Creek.
- Accurate water quality and flow data, which can be used by several county departments to: 1) revise FEMA floodplain maps and manage floodplains, 2) respond to flooding emergencies, and 3) calculate the river's pollutant mass loads (i.e. pounds of phosphorus/day) when combined with water quality data.
- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners, acting as the governing body of Water Environment Services, approve the Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Johnson Creek Water Quality and Flow 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, Water Environment Services

Attachment: Joint Funding Agreement with the U.S. Geological Survey for Johnson Creek



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Oregon Water Science Center  
2130 SW 5th Avenue  
Portland, OR 97201

August 23, 2022

Mr. Ron Wierenga  
Environmental Services Manager  
Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045

Dear Mr. Wierenga:

The U.S. Geological Survey (USGS), Multnomah County, City of Gresham, City of Portland, East Multnomah Soil and Water Conservation District, City of Milwaukie, and Clackamas County's Water Environment Services (WES) collaboratively maintain the operation of the Johnson Creek hydrologic monitoring and investigation program (14211400, 14211499, 14211500, 14211550, 452753122233100, 452755122234100, 452946122255000) in the Johnson Creek Basin, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2022 (October 1, 2021 through September 30, 2022).

The combined cost to maintain these gages from WES will be \$10,000. Enclosed is a signed original of our standard JFA for the project covering the period October 1, 2021 through September 30, 2022.

Please sign and return one fully-executed original to Peter Koestner at [pkoestner@usgs.gov](mailto:pkoestner@usgs.gov). The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Adam Stonewall at (503) 251-3276 or [emailstonewal@usgs.gov](mailto:emailstonewal@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period

for issuance of the bill. If you experience any problems with your invoice(s), please contact Peter Koestner at (503) 251-3261.

The results of all work under this agreement will be available for publication by USGS in collaboration with the CWS. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Sincerely,

**JAMES  
CRAMMOND**

Digitally signed by JAMES  
CRAMMOND  
Date: 2022.08.24 11:34:19  
-07'00'

James D. Crammond  
Center Director

Enclosure  
22YFJFA030

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and ~~the Clackamas County~~ Water Environment Services party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Johnson Creek hydrologic monitoring and investigation program (14211400, 14211499, 14211500, 14211550, 452753122233100, 452755122234100, 452946122255000) in the Johnson Creek Basin, Oregon., herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$10,000 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001801  
Agreement #: 22YFJFA030  
Project #: YF009F0  
TIN #: 93-6002286

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Adam Stonewall  
Hydrologist  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3276  
Fax: (503) 251-3470  
Email: stonewal@usgs.gov

**Customer Technical Point of Contact**

Name: Ron Wierenga  
Environmental Services Manager  
Address: Water Environmental Services 15941 S.  
Agness Avenue  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

**USGS Billing Point of Contact**

Name: Peter Koestner  
Budget Analyst  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3261  
Fax: (503) 251-3470  
Email: pkoestner@usgs.gov


**Customer Billing Point of Contact**

Name: Ron Wierenga  
Environmental Services Manager  
Address: Water Environmental Services 15941 S.  
Agness Avenue  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

U.S. Geological Survey  
United States  
Department of Interior

Water Environment Services

Signature

JAMES  
By  **CRAMMOND** Date: 08/23/2022  
Name: James D. Crammond  
Title: Center Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

- County Admin
- Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_