



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 Tualatin River Water Quality and Flow Monitoring. Agreement value is \$51,080. 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 Tualatin River Water Quality and Flow Monitoring. Agreement value is \$51,080. Funding is through Water Environment Services Surface Water Operating Fund. County General Funds are not involved.
<b>Dollar Amount and Fiscal Impact</b>	\$32,030 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, 2026
<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 Tualatin River watershed is proposed to continue during Federal fiscal year 2022-2026. In 1999, the Surface Water Management Agency of Clackamas County, now a part of Water Environment Services, joined this long-term study. Other local governments who plan to participate this year include the Cities of West Linn and Lake Oswego, and Clean Water Services in Washington County. 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 WES's Tualatin River Total Maximum Daily Load Implementation Plan strategy to monitor pollutant loads in the Tualatin River.
- 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 Tualatin River 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 Tualatin River



# United States Department of the Interior

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

August 25, 2021

Mr. Ron Wierenga  
Environmental Services Manager  
Clackamas County Water Environment Services  
Water Environmental Services 15941 S. Agness Avenue  
Oregon City, Oregon 97045

Dear Mr. Wierenga:

Enclosed is a copy of our standard joint-funding agreement for the operation and maintenance of the Tualatin River at West Linn streamgage, during the period October 1, 2021 through September 30, 2026 in the amount of \$32,030 from your agency. U.S. Geological Survey contributions for this agreement are \$19,050 for a combined total of \$51,080. The Tualatin River at West Linn streamgage is maintained through a collaboration among the USGS, City of West Linn, the City of Lake Oswego and Clean Water Services. Please sign and return one fully-executed original to Peter Koestner at the address above.

FY	2022-2026	WES	USGS	Totals
2022	Tualatin River at West Linn (14207500)	6,100	3,700	9,800
2023	Tualatin River at West Linn (14207500)	6,250	3,600	9,850
2024	Tualatin River at West Linn (14207500)	6,400	3,850	10,250
2025	Tualatin River at West Linn (14207500)	6,560	3,900	10,460
2026	Tualatin River at West Linn (14207500)	6,720	4,000	10,720
	<b>Grand Total 2022-2026</b>	<b>32,030</b>	<b>19,050</b>	<b>51,080</b>

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Keith Overton by phone number (503) 251-3246 or email [koverton@usgs.gov](mailto:koverton@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). 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 phone number (503) 251-3261 or email at [pkoestner@usgs.gov](mailto:pkoestner@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

**JAMES CRAMMOND** Digitally signed by JAMES CRAMMOND  
Date: 2021.08.25 09:48:56 -07'00'

James D. Crammond  
Center Director

Enclosure: 22YFJFA029

**Form 9-1366  
(May 2018)**

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

**Customer #: 600001801  
Agreement #: 22YFJFA029  
Project #: YF00TJE  
TIN #: 93-6002286**

**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 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 operation and maintenance of the Tualatin River at West Linn streamgage (14207500), 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) \$19,050 by the party of the first part during the period October 1, 2021 to September 30, 2026
- (b) \$32,030 by the party of the second part during the period October 1, 2021 to September 30, 2026
- (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: 4 Way split + FMF

- (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>).

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

Customer #: 6000001801  
Agreement #: 22YFJFA029  
Project #: YF00TJE  
TIN #: 93-6002286

Water Resource Investigations

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: Keith Overton  
Supv. Hydrologist Data Chief  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3246  
Fax: (503) 251-3470  
Email: koverton@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  
Hydrologic Technician  
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 CRAMMOND

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

Name: James D. Crammond

Title: Center Director

Digitally signed by JAMES  
CRAMMOND  
Date: 2018.08.25 09:49:29 -07'00'

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: \_\_\_\_\_