



September 16, 2020

Water Environment Services Board
 Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of a Joint Funding Agreement between
 Water Environment Services and the U.S. Geological Survey
 for Johnson Creek Water Quality and Flow Monitoring**

Purpose/Outcomes	This annual funding agreement between WES and the USGS supports the operation and maintenance of a continuous creek monitoring gauge on Johnson Creek.
Dollar Amount and Fiscal Impact	\$10,000 of WES funds are required from the District's approved FY 2021-2022 budget.
Funding Source	WES Surface Water Operating Fund. No general fund dollars.
Duration	October 1, 2020 to September 30, 2021
Previous Board Action/Review	Presented to the Board at Issues on Tuesday, September 14, 2021. Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1999.
Counsel Review	This JFA was reviewed and approved by Amanda Keller, County Counsel on April 16, 2021.
Strategic Plan Alignment	This action: 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.
Contact Person	Ron Wierenga, WES Environmental Services Manager, 503-742-4581
Contract No.	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 fiscal year 2021. In 1999, Clackamas County Service District No. 1, 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 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 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.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

WES staff recommends that the Board, 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



United States Department of the Interior

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

September 01, 2020

Ron Wierenga
Surface Water Manager
Water Environment Service
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) 2021 (October 1, 2020 through September 30, 2021).

The combined cost to maintain these gages for USGS and WES will be \$15,400. The USGS will provide \$5,400 of Cooperative Matching Funds and WES will provide \$10,000. Enclosed is a signed original of our standard JFA for the project covering the period October 1, 2020 through September 30, 2021.

Please sign and return one fully-executed original to Peter Koestner at 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 email stonewal@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,



Digitally signed by JAMES
CRAMMOND
Date: 2020.09.02 09:20:23 -07'00'

James D. Crammond
Center Director

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2020, 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 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) \$5,400 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$10,000 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

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 #: 21YFJA030
Project #:
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
Hydrologic Technician
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3261
Fax: (503) 251-3470
Email: pkoestner@usgs.gov

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Fax:
Email: rwierenga@clackamas.us

U.S. Geological Survey
United States
Department of Interior

Water Environment Services

Signature



Digitally signed by JAMES
CRAMMOND
Date: 2020.09.02 09:21:29 -07'00'

Name: James D. Crammond
Title: Center Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:



September 16, 2021

Water Environment Services Board
 Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of a Joint Funding Agreement between
 Water Environment Services and the U.S. Geological Survey
 for Tualatin River Water Quality and Flow Monitoring**

Purpose/Outcomes	This annual funding agreement between WES and the USGS supports the operation and maintenance of a continuous creek monitoring gauge on Tualatin River.
Dollar Amount and Fiscal Impact	\$5,800 of WES funds are required from the District's approved FY 2021-2022 budget.
Funding Source	WES Surface Water Operating Fund. No general fund dollars.
Duration	October 1, 2020 to September 30, 2021
Previous Board Action/Review	Presented to the Board at Issues on Tuesday, September 14, 2021. Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1999.
Counsel Review	This JFA was reviewed and approved by Amanda Keller, County Counsel on April 16, 2021.
Strategic Plan Alignment	This action: <ol style="list-style-type: none"> 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.
Contact Person	Ron Wierenga, WES Environmental Services Manager, 503-742-4581
Contract No.	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 2021. 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 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.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

WES staff recommends that the Board, 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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center
2130 SW 5th Avenue
Portland, OR 97201
<http://or.water.usgs.gov/>

May 5, 2020

Ron Wierenga
Surface Water Manager
Water Environment Service
150 Beavercreek Road
Oregon City, Oregon 97045

Dear Mr. Wierenga,

The U.S. Geological Survey (USGS), City of West Linn, City of Lake Oswego, Water Environment Services, Clackamas County (WES), and Clean Water Services (CWS) collaboratively maintain the operation of the Tualatin River gage (14207500) at West Linn, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2021 (October 1, 2020 through September 30, 2021) between USGS and Clackamas County WES.

The effort to maintain and operate the gage is a collaboration between USGS, City of West Linn, City of Lake Oswego, WES, and CWS. The total cost of operating the gage is \$23,200.

Below is a summary of cooperator funding totals for maintaining and operating this gage in FFY2021:

FFY 2021 Tualatin River Gage (14207500)

Cooperator	Cooperator Funds	USGS CMF	Total
Clean Water Services	4,350	2,650	7,000
Clackamas County Water Environment Services	6,000	3,700	9,700
City of West Linn Engineering Department	1,947	1,263	3,210
City of Lake Oswego	2,040	1,250	3,290
Total	\$14,337	\$8,863	\$23,200

Please sign and return one fully-executed original to Peter Koestner at 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 Keith Overton at (503) 251-3246 or email 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). 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,



Digitally signed by JAMES
CRAMMOND
Date: 2020.05.05 09:21:05 -07'00'

James D. Crammond
Center Director

Cc: To file, available upon request

**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 #:
Project #:
TIN #: 93-6002286**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2020, 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 the operation of the Tualatin River gage at West Linn (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) \$3,700 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$6,000 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (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 + CMF

- (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
Water Resource Investigations

Customer #: 600001801
Agreement #:
Project #:
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: 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
Address: 2130 SW 5th Avenue Portland,
OR 97201
Telephone: (503) 251-3261
Fax:
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



Digitally signed by JAMES
CRAMMOND
Date: 2017.05.09:22:19 -07'00'

Name: James D. Crammond
Title: Center Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title: