CLACKAMAS

AGENDA

# BOARD OF COUNTY COMMISSIONERS

PUBLIC SERVICES BUILDING 2051 KAEN ROAD | OREGON CITY, OR 97045

### Thursday, October 18, 2012 - 6:00 PM Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-

#### I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda
- II. PRESENTATION (Following are items of interest to the citizens of the County)
- 1. Recognition of the Riverside Elementary School student art project for the Trolley Trail (Laura Zentner, North Clackamas Parks and Recreation District)

**III.** <u>CITIZEN COMMUNICATION</u> (The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)

### IV. HOUSING AUTHORITY CONSENT AGENDA

2

- 1. In The Matter of Writing off Uncollectible Accounts for the First Quarter of FY 2013
- 2. Approval of Intergovernmental Agreement between the Housing Authority of Clackamas County and Community Solutions of Clackamas County
- 3. Approval of Revised Housing Choice Voucher Administrative Plan Policies

V. <u>DISCUSSION ITEMS</u> (The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)

### ~NO DISCUSSION ITEMS SCHEDULED

VI. <u>CONSENT AGENDA</u> (The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)

### A. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

#### Page 2 – Business Meeting Agenda – October 18, 2012

#### VII. WATER ENVIRONMENT SERVICES

- Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring
- 7 2. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Cooperative Hydrologic Monitoring in the Johnson Creek Watershed
- 3. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the US Geological Survey for Stream Flow Measuring Work

#### VIII. COUNTY ADMINISTRATOR UPDATE

#### IX. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

http://www.clackamas.us/bcc/business.html





Administration

150 Beavercreek Rd. Oregon City, OR 97045 503.742.4348 phone 503.742.4349 fax ncprd.com

October 18, 2012

Clackamas County Board of Commissioners Acting as the Governing Body of the North Clackamas Parks and Recreation District

Members of the Board:

## Recognition of the Riverside Elementary School student art project for the Trolley Trail

Last school year, North Clackamas Parks and Recreation District (NCPRD) worked with the students and teachers of Riverside Elementary School and the Clackamas County Arts Alliance to develop a public art project on the Trolley Trail. The students, led by teacher Molly Morrow and working under the guidance of local artist Beth Wilson, created a functional piece of art for the Trolley Trail at the intersection of SE Concord Road and SE Arista Drive.

The project was funded through grants secured by Ms. Morrow from the Regional Arts and Culture Council, Clackamas County Arts Alliance, and North Clackamas Schools and through additional support from two local businesses, Buffalo Welding and Fulcrum Technologies.

The final installation of the three mosaic-tiled cubes showcases the history and significance of the Trolley Trail. Please see Attachment A, which shows the completed project. As part of this process, students hosted a community meeting and presented the project to both the NCPRD District Advisory Board in March and at the opening ceremony for the Trolley Trail in June.

NCPRD assisted with the creation of this project to ensure it followed best practices as identified in the Trolley Trail Master Plan and the Trolley Trail Public Art and Amenities Guide. Clackamas County Arts Alliance provided additional support and guidance to ensure that County-accepted policies and procedures concerning public art acquisition were followed for this project.

#### **Recommendation:**

Staff and the NCPRD District Advisory Board respectfully recommend that the Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, recognize and acknowledge the Riverside School Public Art Project and the positive effect it has had on engaging young people in the public sector and government processes, and within the Trolley Trail community.

Sincerely

Gary Barth Director, Business and Community Services

For information on this issue or copies of attachments please contact Katie Dunham at 503-742-4358



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Attachment A: Trolley Trail, Riverside Elementary School Art Project



Completed art installation located on the Trolley Trail at Arista and Concord.





Riverside students in front of a trolley at the Trolley Trail grand opening



Riverside students presenting their project at a community meeting



Riverside students presenting their project at the Trolley Trail grand opening



COPT

Cindy Becker Director

October 18, 2012

Board of Commissioners of the Housing Authority of Clackamas County

Members of the Board:

# In The Matter of Writing Off Uncollectible Accounts for the First Quarter of Fiscal Year 2013

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2013 (July 1, 2012 – September 30, 2012). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the first quarter of fiscal year 2013 will be \$4,126.87 for Low Rent Public Housing and \$114.81 for Jannsen Road Apartments. Of the total first quarter write offs, \$1,346.05 was for uncollected rents and \$2,895.63 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first Quarter of fiscal year 2013 will be \$4,241.68. Total collection losses for fiscal year 2012 were \$54,022.81.

#### Recommendation

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

Cind

Director

For information on this issue or copies of attachments Please contact Mary-Rain O'Meara at 503-655-8279

Healthy Families, Strong Communities,

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COPY

Cindy Becker Director

October 18, 2012

Board of County Commissioners Clackamas County

Members of the Board:

# Approval of Intergovernmental Agreement between the Housing Authority of <u>Clackamas County and Community Solutions of Clackamas County</u>

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S) requests the approval of an Intergovernmental Agreement (IGA) between the Housing Authority of Clackamas County (HACC) and Community Solutions of Clackamas County (CSCC).

This IGA provides the basis for a cooperative working relationship between HACC and CSCC with the common goal of providing employment and training services to clients of the Housing Works Department of Labor grant.

Housing Works is a regional workforce development grant with partnerships between four local Housing Authorities and Workforce Agencies, including the Housing Authority of Clackamas County, Home Forward, Housing Authority of Clark County, Washington County Housing Services, Workforce Investment Council of Clackamas County, Worksystems INC, and the Workforce Investment Board of Southwest Washington.

The \$5.5 million grant was awarded to the regional collaborative in July of 2012 to provide workforce development and training opportunities to residents of public housing agencies with the goals of increasing income and gaining employment. HACC has a target of engaging 50 residents throughout the life of the grant.

Under this IGA, CSCC agrees to provide case management to program participants in the equivalent of 1 FTE for three years. HACC agrees to refer residents to the Housing Works program, and provide and annual compensation amount not to exceed \$40,000.

No county general funds are involved.

# Recommendation

We recommend the Board approve the IGA between HACC and CSCC.

Respectfully submitted,

Cindy Becker

Director

For information on this issue or copies of attachments Please contact Mary-Rain O'Meara at (503) 655-8279

# INTERAGENCY AGREEMENT BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY AND COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY

#### I. <u>Purpose</u>

This agreement provides the basis for a cooperative working relationship between Housing Authority of Clackamas County, herein referred to as Housing Authority, and Community Solutions for Clackamas County (CSCC) with the common goal of providing employment and training services to clients of the Housing Authority Housing Works program.

#### II. Scope of Work and Cooperation

A. Community Solutions for Clackamas County agrees to accomplish the following work under this agreement:

Community Solutions:

- 1. Provide 37.5 hours per week of workforce staff support to serve clients referred by Housing Authority staff.
- 2. Provide workshop (orientation, job search) sessions at the WorkSource Clackamas Annex as needed.
- 3. Provide case management, job development and retention services as needed for 50 Housing Authority clients. Individual appointments will also occur.
- 4. Provide counseling assessment and employability planning services as required by each referred client, including utilizing a cohort model.
- 5. Consult on a regular ongoing basis with Housing Authority staff to insure responsible planning and coordination.
- 6. Provide WIA Registration and enrollment in Housing Works for referred eligible clients. This includes all practical and reasonable services including but not limited to work experience, on-the-job training opportunities, support services, and job placement and referral services.

7. Provide client referrals for basic skills, GED preparation and occupational skills training.

CSCC will fully utilize the I-TRAC data management information system.

- Client referrals shall be entered into I-TRAC by CSCC staff.
- Case notes shall be entered into I-TRAC by CSCC staff.
- 8. Provide monthly statistics listing clients served and category of service received, support funds expended, if any, and number working.
- B. Housing Authority agrees to:
  - 1. Provide referrals of individuals to the Housing Works program.
  - 2. Provide for consultation with CSCC staff during referral and services provision as needed to insure consistent and clear understandings of each division's roles and responsibilities and the development of good employment plans for referred clients.
- III. <u>Compensation</u>

Housing Authority agrees to pay CSCC an amount not to exceed \$120,000. for the services outlined in Section II.A.

Interim payments shall be made on the basis of requests for payment submitted as follows:

Monthly invoices.

All requests for payment are subject to the approval of Community Housing Authority and will be submitted to Mary-Rain O'Meara.

IV. Liaison Responsibility

Mary-Rain O'Meara will act as liaison from Housing Authority. Bruce Mack will act as liaison for Community Solutions for Clackamas County.

V. <u>Special Requirements</u>

None



GOPY

Cindy Becker Director

October 18, 2012

Board of County Commissioners Clackamas County

Members of the Board:

# Approval of Revised Housing Choice Voucher Administrative Plan Policies

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S) requests the approval of policy revisions made to the Housing Choice Voucher (HCV) Program's Administrative Plan.

The HCV Program (formerly known as the Section 8 Program) is operated through grants from the Department of Housing and Urban Development. As a requirement of the grant, HACC must maintain an Administrative Plan which outlines the policies under which the program will be operated. There are basically seven policy revisions. These revisions include:

- Adding language to allow HACC to place Project Based Vouchers for specialized housing.
- Adding a preferences allowing HACC to give vouchers to clients being relocated due to a change in use or rehabilitation of an HACC owned local project.
- Adding a preference for victims of Domestic Violence and/or Child Abuse.
- Requiring wait list changes to be submitted in writing rather than over the phone.
- Defining and allowing Essential Family Members.
- Capping Cell Phone Allowances
- Requiring HACC to use only the most recent bank statements for Asset calculations.
- Increased Preference Voucher for Bridges to Housing participants from 20 to 35

Many of these policy revisions were discussed during the July 12, 2012 quarterly RAB meeting. These revisions were sent to each member of the HACC Resident Advisory Board in letter dated October 1, 2012, with no comments or concerns raised by the RAB.

### Recommendation

We recommend the Board approve the revised HCV Administrative Plan.

Respectfully submitted,

Cindv Becke Director

For information on this issue or copies of attachments Please contact Mary-Rain O'Meara at (503) 655-8279

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# Proposed 2012 Administrative Plan Policy Changes

#### Wait List Changes:

#### All changes to information must be made in writing

While the family is on the waiting list, the family must immediately inform HACC of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing to the Administrative Offices: PO Box 1510, Oregon City, OR 97045-0510 (13930 S. Gain Street, Oregon City, OR 97045) or fax 503-655-8676 or emailed to: HACC@co.clackamas.or.us.

#### **Essential Family Member:**

### Adding back older policy language

Essential family member is defined as a person necessarily residing with an elderly or disabled person for the mental health and welfare of the family member. The income of the essential member will be counted in determining the family's rent. This person may be considered the remaining member of the family. The necessity for such an arrangement must be evidenced by a doctor's certificate, or must be deemed essential and so certified, by Mental Health or another responsible source. Under no circumstances will such an arrangement be permitted solely for the convenience of the family. This provision is applicable both for admission and continued occupancy.

### Local Project Preference:

### 2 New local preferences

### **HACC Owned Project Relocations**

This preference applies to residents of HACC owned local projects that have to be relocated due to a change in the population to be served at the units, rehabilitation, or sell of units. Residents who qualify may be given a voucher for relocation purposes.

### Victims of Domestic Violence Preference:

Effective July 1, 2012, no more than 100 families total who have been referred by Clackamas Women Services Shelter (CWSS), Northwest Housing Alternatives (NHA), Los Niños Cuentan, or other preapproved HACC domestic violence professional counseling organization and/or shelter, and are identified as victims of domestic violence and who voluntarily identify their abuser(s) and agree to continue to be in counseling through a HACC approved shelter or professionally recognized counseling

Healthy Families. Strong Communities. P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676 TDD: 503-655-8639 www.clackamas.us/housingauthority organization for no less than 12 months following their housing placement. Anyone receiving this preference must not allow the abuser(s) to become a member of the assisted household and they must sign a certification to this effect. A violation of any terms of this preference will be grounds for termination of rental assistance. The domestic violence program or shelter must enter into a Memorandum of Understanding (MOU) to be qualified by HACC to be a referring agency. Participating programs must serve Clackamas County homeless families; provide assigned one-on-one case management to the victim in both Multnomah and Clackamas County for not less than 12 months following housing placement. Case management must include providing assistance with all housing-related issues.

### Verification of Asset Change:

#### HACC Policy

In determining the value of a checking account, HACC will use the most recent (within 60 days of the request) bank statement balance provided as the verification document.

In determining the value of a savings account, HACC will use the most recent (within 60 days of the request) bank statement provided as the verification document.

### Medical Deduction Change:

(c) Generally cell phones will not be considered medical equipment. However, if a cell phone is verified under reasonable accommodation to be deemed necessary, HACC will limit the cost to not exceed the current lowest payphone monthly standard or not to exceed \$30 whichever is less.

### **Project Based Voucher Changes:**

# Removing language rating Projects with less than 25 percent of units assisted higher than those with 25% of the units assisted and adding new policy language as follows:

### HACC Policy

HACC will develop housing for occupancy by families in need of services. This may include disabled families, families in need of particular supportive services, or families participating in the Family Self Sufficiency (FSS) program. The families must receive the services, or successfully complete the service program, to be eligible for continued occupancy. Families that do not continue to receive the services or complete the required service program will be terminated in accordance with HACC policies in Section 12-II.F. The following types of services will be provided depending on the needs of the family:

- Transportation for activities such as grocery shopping, attending medical and dental appointments;
- Supervised taking of medications;

- Treatment for drub rehabilitation in the case of current abusers;
- Treatment for alcohol addiction in the case of current abusers;
- Training in housekeeping and homemaking activities;
- Family budgeting;
- Child care;
- Parenting skills;
- Computer/Technology labs; and
- Work skills development and job training.

#### HACC Policy

At least on an annual basis, HACC or its contractor will monitor all families that are receiving services to determine if such families will be allowed to continue receiving PBV assistance. HACC will require families receiving services to provide written evidence from each service provider that the family has received all of the required services stated in the statement of family obligations or FSS contract of family participation. Alternatively, each service provider will submit a report to HACC identifying the services received by each family, and HACC will check to see if all services required in the statement of family obligation or FSS contract of participation were received.

#### Change to Preference

Families eligible for 35 vouchers dedicated to referrals from the Bridges to Housing Program and have met the Bridges to Housing Programs participation requirements for at least 6 months and must be in the program at time of voucher issue.



Beyond clean water.

6

Water Quality Protection Surface Water Management Wastewater Collection & Treatment

> Michael S. Kuenzi, P.E. Director

October 18, 2012

Board of Commissioners Clackamas County

Members of the Board:

#### APPROVAL OF A JOINT FUNDING AGREEMENT (JFA) BETWEEN THE SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY (SWMACC) AND THE U.S. <u>GEOLOGICAL SURVEY (USGS) FOR TUALATIN RIVER MONITORING</u>

A cooperative inter-jurisdictional water resources monitoring project (Project) in the Tualatin River watershed has been underway since October 1999. In one element of this Project, Clean Water Services (CWS) of Washington County, the Cities of West Linn and Lake Oswego, and the SWMACC partner with the USGS to fund the operation of a continuous river flow measuring station in the Tualatin River. This station is in SWMACC. It is 1.8 miles upstream from the confluence with the Willamette River. The operation of this station is the only element of the Project that SWMACC funds are allocated to. The other elements of the Project, such as the operation of the continuous water quality monitoring station in the river at river mile 3.4, are funded by CWS and the USGS. The Project's benefits include:

- Use of flow data to: a) revise floodplain maps, and b) assess progress towards attainment of minimum in-stream flow goals;
- Assessing real-time water quality and flow conditions;
- The calculation of the river's pollutant mass loads (for example, pounds of phosphorus/day).

The attached JFA from the USGS requests that SWMACC renew its commitment to share in the cost of operating the station for the period from October 1, 2012 to September 30, 2013. The cost to SWMACC will be \$4,180; these funds will be matched with \$4,180 from USGS. Under the terms of the JFA, the USGS will continue to maintain the station and share the data via their website. If approved by the Board, funds for this monitoring work will be provided from SWMACC's 2013-2014 Operating Budget.

District counsel has reviewed the Agreement as to form.

#### **RECOMMENDATION**

Staff respectfully recommends that the Board approve the attached JFA with the USGS for the operation of a continuous river flow measuring station at river mile 1.8 in the Tualatin River.

Sincerely,

Michael S. Kuenzi

Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn. 150 Beavercreek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565 www.clackamas.us/wes/ Form 9-1366 (Oct. 2005)

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

Customer #: Agreement #: Project #: TIN #: Fixed Cost Agreement Page 1 of 2 6000001801

93-6002286 🔽 Yes 🗖 No

#### FOR OREGON WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY, party of the second part.

- 1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a hydrologic streamflow data collection program on the Tualatin River near West Linn, 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) includes In-Kind Services in the amount of \$0.

(a)	\$4,180	by the party of the first part during the period October 1, 2012 <b>to</b> September 30, 2013
(b)	\$4,180	by the party of the second part during the period October 1, 2012 <b>to</b> September 30, 2013

- (c) 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.
- (d) 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.

Page	2	of	2

Form 9-1366 continued	U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement	Customer #: Agreement #: Project #:	600001801	
		TIN #:	93-6002286	

- 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 costs, 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.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered <u>annual</u>. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey United States Department of the Interior Board of Commissioners, Governing Body of Surface Water Management Agency of Clackamas County

USGS Point of Contact				Customer Point of Contact
Name: Address:	Keith Overton USGS OWSC 2130 SW 5TH AVE		Name: Address:	Ms. Mona LaPierre Water Environment Services, A Dept. of Clackamas County 15941 South Agnes Avenue
Telephone: Email:	Portland, Oregon 9720 503-251-3246 koverton@usgs.gov	<b>)1</b>	Telephone: Email:	Oregon City, Oregon 97045
	<u>Signatures</u>			Signatures
By Name: Title:	James D. Crammond Center Director	Date_6/(3/12	Name: Ch Title: Ch	Date arlotte Lehan air of BCC verning body of SWMACC
By Name: Title:		Date	By Name: Title:	Date
By Name: Title:		Date	By Name: Title:	Date



Water Quality Protection Surface Water Management Wastewater Collection & Treatment

> Michael S. Kuenzi, P.E. Director

Beyond clean water. October 18, 2012

> Board of Commissioners Clackamas County

Members of the Board:

#### APPROVAL OF A JOINT FUNDING AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) AND THE U.S. GEOLOGICAL SURVEY (USGS) FOR COOPERATIVE <u>HYDROLOGIC MONITORING IN THE JOHNSON CREEK WATERSHED</u>

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 (FFY) 2013. In 1999, CCSD#1 joined this long-term study. Other local governments who plan to participate this year are the Cities of Gresham, Milwaukie, Damascus, and Portland, Multnomah County, and the East Multnomah County Soil & Water Conservation District. Funds in this FFY will be used by the USGS to:

- Write a report which summarizes and interprets water quality and flow data that has been collected by this study during recent years.
- Continue ongoing research into the relationship between turbidity and suspended sediment to increase our understanding of sediment sources and transport in the watershed. Since turbidity can be continuously measured by automated equipment while samples of suspended sediment in water must be collected in the field and then analyzed in a laboratory this research could yield more cost-effective ways to measure sediment sources and transport in the watershed.
- Maintain a network of several continuous creek water quality and/or flow monitoring stations. Water quality parameters measured by this network includes temperature and turbidity.
- Maintain an existing network of monitoring stations which measure groundwater levels.

The total cost to CCSD#1 for this work in FFY 2013 is \$9,400. The USGS will match this amount with \$9,400 if CCSD#1 provides \$9,400. If approved by the Board, funds for this monitoring work will be provided from CCSD#1's 2013-2014 Surface Water Management Operating Budget.

District counsel has reviewed the Agreement as to form.

#### Recommendation

Staff respectfully recommends that the Board approve the attached agreement between CCSD#1 and the USGS for joint hydrologic monitoring in the Johnson Creek watershed.

Sincerely,

Michael Kuenzi Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn. 150 Beavercreek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565 www.clackamas.us/wes/ Form 9-1366 (Oct. 2005)

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

Customer #: Agreement #: Project #: TIN #: Fixed Cost Agreement Page 1 of 2 6000001801

93-6002286 🔽 Yes 🔲 No

#### FOR OREGON WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, party of the second part.

- 1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation to provide hydrologic monitoring in the Johnson Creek basin, 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) includes In-Kind Services in the amount of \$0.

(a)	\$9,400	by the party of the first part during the period October 1, 2012 <b>to</b> September 30, 2013
(b)	\$9,400	by the party of the second part during the period October 1, 2012 <b>to</b> September 30, 2013

- (c) 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.
- (d) 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.

Page 2 of 2

Form 9-1366 continued	U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement	Customer #: Agreement #: Project #:	6000001801	
		TIN #:	93-6002286	

- 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 costs, 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.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered <u>annual</u>. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey United States Department of the Interior Board of Commissioners, Governing Body of Clackamas County Service District No.1

**Customer Point of Contact** 

#### **USGS Point of Contact**

Aona LaPierre er Environment Services, A Dept.
ackamas County 1 South Agnes Avenue on City, Oregon 97045
<u>Signatures</u>
Date tte Lehan of BCC ing body of CCSD#1
Date
Date



Beyond clean water.

8

Water Quality Protection Surface Water Management Wastewater Collection & Treatment

> Michael S. Kuenzi, P.E. Director

October 18, 2012

Board of Commissioners Clackamas County

Members of the Board:

### APPROVAL OF A JOINT FUNDING AGREEMENT (JFA) BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) AND THE U. S. GEOLOGICAL SURVEY (USGS) FOR STREAM FLOW MEASURING WORK

Four stream flow measuring crest-stage gages in CCSD#1 have been maintained by the USGS since July 2001. At the present time, all four of the creek monitoring sites with crest-stage gages are visited during nine water monitoring events per year by Water Environment Services (WES) crews. At some of these sites, WES continuously monitors stream flow using battery powered, portable units. This agreement, if approved, will provide accurate water flow rate data which:

- Will be paired with the water quality data our crews and laboratory generate.
- May shed light on the inter-relationship between stream flows and shallow groundwater levels in the streams with these gages.
- Will continue to be useful for quantifying progress being made towards reducing stormwater discharge volumes and pollutant loads as low impact development standards and other elements of our surface/stormwater program are implemented.
- Along with water quality data from the streams at these gages, will continue to be submitted to Oregon's Department of Environmental Quality on an annual basis.

The cost of this work for the period from October 1, 2012 to September 30, 2013 is \$21,280. If approved by the Board, funds for this monitoring work will be provided from CCSD#1's 2013-2014 Surface Water Management Operating Budget.

District counsel has reviewed the Agreement as to form.

#### RECOMMENDATION

Staff respectfully recommends that the Board approve the Joint Funding Agreement with the USGS for four creek flow measuring crest-stage gages in CCSD#1 in federal FY 2012-2013.

Sincerely,

Michael S. Kuenzi Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn. 150 Beavercreek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565 www.clackamas.us/wes/ Form 9-1366 (Oct. 2005)

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

Customer #: Agreement #: Project #: TIN #: Fixed Cost Agreement Page 1 of 2 6000001801

93-6002286 🔽 Yes 🕅 No

#### FOR OREGON WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CLACKAMAS COUNTY SERVICE DISTRICT NO.1, party of the second part.

- 1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a data collection program which provides for the operation of four crest-stage gages in Clackamas County, 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) includes In-Kind Services in the amount of \$0.

(a)	\$0	by the party of the first October 1, 2012	part dur <b>to</b>	ing the period September 30, 2013
(b)	\$21,280	by the party of the secon October 1, 2012	d part d <b>to</b>	uring the period September 30, 2013

- (c) 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.
- (d) 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.

Page 2 of 2

Form 9-1366 continued	U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement	Customer #: Agreement #: Project #:	6000001801
		TIN #:	93-6002286

- 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 costs, 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.
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U.S. Geological Survey United States Department of the Interior

#### Board of Commissioners, Governing Body of Clackamas County Service District No.1

USGS Point of Contact			<u> </u>	Customer Point of Contact
Name: Address:	Keith Overton USGS OWSC		Name: Address:	Ms. Mona LaPierre Water Environment Services, A Dept. of Clackamas County
Telephone: Email:	2130 SW 5TH AVE Portland, Oregon 9720 503-251-3246 koverton@usgs.gov	)1	Telephone: Email:	15941 South Agnes Avenue Oregon City, Oregon 97045
	<u>Signatures</u>			<u>Signatures</u>
By Name: Title:	James D. Crammond Center Director	Date 6/13/12	Name: Title: Cha	Date Date_ Date Date DA DA DA DA DA DA DA DA DA DA DA D
		Date	By Name:	Date
Name: Title:			Title:	
By		Date	By Name:	Date
Name: Title:			Title:	