



September 21, 2023

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

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

**Approval of a Joint Funding Agreement with the U.S. Geological Survey for Johnson Creek Water Quality and Flow Monitoring. Total Agreement value is \$61,800 for five years. Funding is through Water Environment Services Surface Water Operating Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Presented at Issues – September 19, 2023		
<b>Performance Clackamas</b>	1. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Ron Wierenga	<b>Contact Phone</b>	503-742-4581

**EXECUTIVE SUMMARY:** A cooperative, multi-jurisdictional hydrology study between the USGS and local governments in the Johnson Creek watershed is proposed to continue during Federal FY 2022-2027. 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 loads (i.e. pounds of mercury/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.

For Filing Use Only

**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, WES

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  
601 SW 2nd Avenue, Suite 1950  
Portland, OR 97204

December 15, 2022

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

Dear Mr. Wierenga:

Enclosed is signed original of our standard joint-funding agreement for the project to collaboratively maintain the operation of the Johnson Creek hydrologic monitoring and investigation program (sites 14211400, 14211499, 14211500, 14211550, 452753122233100, 452755122234100, 452946122255000) in the Johnson Creek Basin, Oregon, during the period October 1, 2022 through September 30, 2027 in the amount of \$61,800 from your agency. U.S. Geological Survey contributions for this agreement are \$33,400 for a combined total of \$95,200. This project is a collaboration between Multnomah County, City of Gresham, City of Portland, East Multnomah Soil and Water Conservation District, City of Milwaukie, and Water Environment Services (WES). Please sign and return one fully-executed original to Peter Koestner at the address above.

	2023	2024	2025	2026	2027
USGS CMF Contribution	\$10,800	\$5,400	\$5,600	\$5,700	\$5,900
WES Contribution	\$20,000	\$10,000	\$10,300	\$10,600	\$10,900
<b>Total</b>	<b>\$30,800</b>	<b>\$15,400</b>	<b>\$15,900</b>	<b>\$16,300</b>	<b>\$16,800</b>

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Adam Stonewall by phone number (503) 251-3276 or email [stonewal@usgs.gov](mailto:stonewal@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly 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) 730-6709 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,

**JOANNA  
THAMKE** Digitally signed by  
JOANNA THAMKE  
Date: 2022.12.14  
18:36:19 -08'00'

Joanna N. Thamke  
Acting Center Director

Enclosure  
23YFJFA030

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the 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 Johnson Creek hydrologic monitoring and investigation program, 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) \$33,400 by the party of the first part during the period October 1, 2022 to September 30, 2027
- (b) \$61,800 by the party of the second part during the period October 1, 2022 to September 30, 2027
- (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>).

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

Customer #: 600001801  
Agreement #: 23YFJFA030  
Project #: YF009F0  
TIN #: 93-6002286

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. 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

JOANNA THAMKE  
Digitally signed by JOANNA THAMKE  
By \_\_\_\_\_ Date: 2022.12.14 18:41:21 -08'00'  
Name: Joanna N. Thamke  
Title: Acting Center Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: