



Gregory L. Geist  
Director

June 23, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the U.S. Geological Survey for Tualatin River Monitoring

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|--|--|
| <b>Purpose/Outcomes</b>                | <i>This annual funding agreement between SWMACC and the USGS supports the operation and maintenance of a continuous river flow monitoring gage on the Tualatin River.</i>  |
| <b>Dollar Amount and Fiscal Impact</b> | <i>\$5,145 of SWMACC funds are required from the District's approved 2015-2016 budget.</i>   |
| <b>Funding Source</b>                  | <i>SWMACC Operating Fund. No General Funds are impacted.</i>   |
| <b>Duration</b>                        | <i>October 1, 2015 to September 30, 2016</i>   |
| <b>Previous Board Action/Review</b>    | <i>Previous Joint Funding Agreements have been signed by the Board authorizing the use of SWMACC funds since October 1, 1999.</i>  |
| <b>Strategic Plan Alignment</b>        | <i>This action aligns with strategic plans:<br/>1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures.<br/>2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</i> |
| <b>Contact Person</b>                  | <i>Ron Wierenga, Surface Water Manager, x4581, rwierenga@clackamas.us</i>  |
| <b>Contract No.</b>                    | <i>N/A</i>   |

**BACKGROUND:**

A coordinated 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 and maintenance of a continuous Tualatin River flow measuring station in the SWMACC. 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 a continuous water quality monitoring station in the SWMACC, are funded by CWS and the USGS. The benefits of the overall Project include:

- Compliance with Tualatin River Total Maximum Daily Load Implementation Plan strategy to monitor the Tualatin River.
- High quality flow data, which can be used to: I) revise FEMA floodplain maps, and II) calculate the river's pollutant mass loads (ie. 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:**

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of the Surface Water Management Agency of Clackamas County, approve the Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the U.S. Geological Survey for Tualatin River Monitoring.

Respectfully submitted,

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

June 3, 2016

Ron Wierenga  
Surface Water Manager, Clackamas County Water Environment Services  
Clackamas County Water Environmental Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045

Dear Ron Wierenga,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Oregon Water Science Center Water Resources Investigations, during the period October 1, 2015 through September 30, 2016 in the amount of \$5,145 cash from your agency. U.S. Geological Survey contributions for this agreement are \$3,432 for a combined total of \$8,577. Please sign and return one fully-executed original to Andrew Kerslake at the address above. The remaining portion will be provided by local agencies and Federal matching funds as follows:

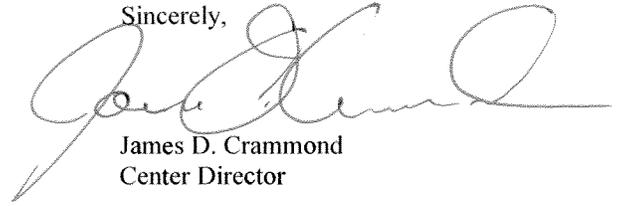
| Agency                                       | Agency's Share | Federal Matching Funds | Total Station Support |
|--|----------------|------------------------|-----------------------|
| Clean Water Services                         | 3,715          | 2,470                  | 6,185                 |
| Water Environment Services, Clackamas County | 5,145          | 3,432                  | 8,577                 |
| Engineering Department, City of West Linn    | 1,560          | 1,038                  | 2,598                 |
| City of Lake Oswego, Oregon                  | 1,560          | 1,030                  | 2,590                 |
| Total  | \$11,980       | \$7,970                | \$19,950              |

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2016**. 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 Andrew Kerslake at phone number (503) 251-3253 or email at [kerslake@usgs.gov](mailto:kerslake@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,

A handwritten signature in black ink, appearing to read "James D. Crammond". The signature is fluid and cursive, with a large initial "J" and "C".

James D. Crammond  
Center Director

Enc.: 16WNOR000180101

Form 9-1366  
(April 2015)

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

Agreement#: 16WNOR000180101  
Customer#: 6000001801  
Project #: YF00D7U  
TIN #: 93-6002286  
USGS DUNS #: 137883463

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2015, 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 Environmental 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 Water Resource Investigations (per attachment), 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) \$3,432 by the party of the first part during the period  
October 1, 2015 to September 30, 2016
- (b) \$5,145 by the party of the second part during the period  
October 1, 2015 to September 30, 2016
- (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.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. 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.).

Form 9-1366  
(April 2015)

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

Agreement#: 16WNOR000180101  
Customer#: 6000001801  
Project #: YF00D7U  
TIN #: 93-6002286  
USGS DUNS #: 137883463

**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  
Surface Water Manager, Clackamas  
County Water Environment Services  
Address: 150 Beaver Creek Road  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@co.clackamas.or.us

**USGS Billing Point of Contact**

Name: Andrew Kerslake  
Financial Specialist  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3253  
Fax:  
Email: kerslake@usgs.gov

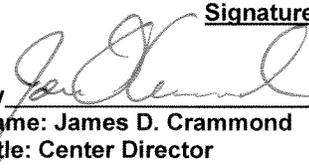
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Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@co.clackamas.or.us

U.S. Geological Survey  
United States  
Department of Interior

Clackamas County Water Environmental Services

Signature

By  Date: Jun 2, 2016  
Name: James D. Crammond  
Title: Center Director

Signatures

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

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

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