



Gregory L. Geist  
Director

November 23, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between  
Clackamas County Service District No. 1 and the U.S. Geological Survey  
for Johnson Creek Monitoring

<b>Purpose/Outcomes</b>	This annual funding agreement between Clackamas County Service District No. 1 and the USGS supports the operation and maintenance of a continuous creek flow monitoring gauge on Johnson Creek.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000 from the Clackamas County Service District No. 1 FY2015-2016 budget
<b>Funding Source</b>	CCSD1 Operating Fund. No General Funds are impacted.
<b>Duration</b>	October 1, 2016 to September 30, 2017
<b>Previous Board Action/Review</b>	Previous Joint Funding Agreements have been signed by the Board authorizing the use of CCSD#1 funds since October 1, 1999.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This action 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.</li> <li>2. This action aligns with the County's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, (503) 742-4581, WES Surface Water Manager
<b>Contract No.</b>	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 2017. In 1999, Clackamas County Service District No. 1 (CCSD#1) 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 would be 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 Willamette River Total Maximum Daily Load Implementation Plan strategy for Johnson Creek.
- High quality flow and water quality data, which can be used to: 1) revise FEMA floodplain maps, and 2) calculate the river's pollutant mass loads (i.e. pounds of phosphorus per 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 that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Joint Funding Agreement between Clackamas County Service District No. 1 and the U.S. Geological Survey for Johnson Creek Monitoring.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Form 9-1366  
(April 2015)

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

Agreement#: 17WNOR000180102  
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, 2016, 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 Service District No. 1, 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) \$6,670 by the party of the first part during the period  
October 1, 2016 to September 30, 2017
- (b) \$10,000 by the party of the second part during the period  
October 1, 2016 to September 30, 2017
- (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.).

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(April 2015)

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

Agreement#: 17WNOR000180102  
Customer#: 6000001801  
Project #: YFOOD7U  
TIN #: 93-6002286  
USGS DUNS #: 137883463

**USGS Technical Point of Contact**

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**Customer Technical Point of Contact**

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**USGS Billing Point of Contact**

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U.S. Geological Survey  
United States  
Department of Interior

Clackamas County Service District No. 1

  
Signature

Signatures

By \_\_\_\_\_ Date: Jun 8, 2016  
Name: James D. Crammond  
Title: Center Director

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

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

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