



Gregory L. Geist
Director

November 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

Purpose/Outcomes	This annual funding agreement between SWMACC and the USGS supports the operation and maintenance of a continuous river flow monitoring gauge on the Tualatin River.
Dollar Amount and Fiscal Impact	\$5,270 from the SWMACC FY2016-2017 budget
Funding Source	SWMACC Operating Fund. No General Funds are impacted.
Duration	October 1, 2016 to September 30, 2017
Previous Board Action/Review	Previous Joint Funding Agreements have been signed by the Board authorizing the use of SWMACC funds since October 1, 1999.
Strategic Plan Alignment	<ol style="list-style-type: none"> 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. 2. This action aligns with the County's goal to Honor, Utilize, Promote and Invest in our Natural Resources.
Contact Person	Ron Wierenga, (503) 742-4581, WES Surface Water Manager
Contract No.	N/A

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 Surface Water Management Agency of Clackamas County (SWMACC) partner with the USGS to fund the operation and maintenance of a continuous Tualatin River flow measuring station located within SWMACC. The operation of this station is the only element of the Project for which SWMACC funds are allocated. The other elements of the Project, such as the operation of a continuous water quality monitoring station in SWMACC, are funded by CWS and the USGS. The benefits of the overall Project include:

- Compliance with the Tualatin River Total Maximum Daily Load Implementation Plan strategy to monitor the Tualatin River.
- High quality flow 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 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

Form 9-1366
(April 2015)

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

Agreement#: 17WNOR000180101
Customer#: 6000001801
Project #: YFOOD7U
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 Surface Water Management Agency of Clackamas County, 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) \$3,230 by the party of the first part during the period
October 1, 2016 to September 30, 2017
- (b) \$5,270 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.)

**U.S. Department of the Interior
U.S. Geological Survey
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FOR
Water Resource Investigations**

Agreement#: 17WNOR000180101
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USGS Technical Point of Contact

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Customer Technical Point of Contact

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USGS Billing Point of Contact

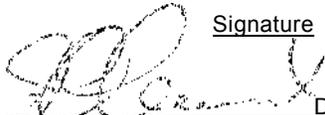
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Customer Billing Point of Contact

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U.S. Geological Survey
United States
Department of Interior

Surface Water Management Agency of Clackamas
County


Signature
By _____ Date: Jun 3, 2016
Name: **James D. Crammond**
Title: **Center Director**

Signatures
By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: