

Form 9-1366
(May 2018)

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

Customer #: 6000000229
Agreement #: 19WNOR000022900
Project #:
TIN #: 93-6002236

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Portland Water Bureau, 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 water resource investigation of the Bull Run Watershed of 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) include In-Kind-Services in the amount of \$0.00

- (a) \$551,135 by the party of the first part during the period
October 1, 2018 to September 30, 2023
- (b) \$1,026,020 by the party of the second part during the period
October 1, 2018 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$46,080

Description of the USGS regional/national program: Federal Priority Streamgange Network

- (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://www2.usgs.gov/fsp/>).

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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: 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: Michael Stuhr
P.E., Administrator
Address: 1120 SW 5th Avenue
Portland, OR, 97204
Telephone:
Fax:
Email: michael.stuhr@portlandoregon.gov

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

Customer Billing Point of Contact

Name: Kristin Anderson
Hydrologist
Address: 1120 SW 5th Avenue
Portland, OR, 97204
Telephone:
Fax:
Email: kristin.anderson@portlandoregon.gov

U.S. Geological Survey
United States
Department of Interior

City of Portland
Water Bureau

Signature

By _____ Date: _____
Name: James D. Crammond
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By Karen L. Maynahan Date: 7/10/18
Name: Chief Deputy City Atty
Title: Karen L. Maynahan



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center

2130 SW 5th Avenue

Portland, OR 97201

(503) 251-3220 • Fax: (503) 251-3470

<http://or.water.usgs.gov/>

May 17, 2018

Michael Stuhr, P.E., Administrator
Portland Water Bureau
1120 S.W. 5th Avenue
Portland, OR 97204-1926

Dear Mr. Stuhr:

A 5-year Joint Funding Agreement (JFA) for continuing our ongoing cooperative hydrologic data collection program through Federal fiscal year 2023 (October 1, 2018 through September 30, 2023) will be entered into on October 1, 2018. Total funding authorized under this agreement to cover the costs for the federal fiscal year 2019-2023 period are \$1,623,235, of which \$1,026,020 will be provided by the Portland Water Bureau (PWB) and \$551,135 will be provided by the U.S. Geological Survey (USGS) in Cooperative Matching Funds (CMF). The remaining \$46,080 will be provided by the Federal Streamgage Network. These totals include an option to the City for creating a new site downstream of Dam 2. This new station may be added to the overall project as determined by the City and is included in the total budget. It will not be charged for, however, until or unless a decision is made to move forward with installation of the station.

The Water Resources Cooperative Program operates under the authority of statute 43 USC 50 which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463. Billings will continue quarterly by DI-1040. Work performed with funds from this agreement is conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices.

Michael Stuhr

PORTLAND WATER BUREAU --- U.S. GEOLOGICAL SURVEY				
COOPERATIVE DATA COLLECTION PROGRAM				
Federal Fiscal Years 2019 - 2023				
Summary of Program				
Federal Fiscal Year	Portland Water Bureau	USGS Cooperative Matching	USGS GWSIP Program	Total Support
2019				
Surface Water Sites	\$138,370	\$82,670	\$8,540	\$203,540
Dam 2, New SW site, projected	\$26,040			\$26,040
Water Quality Sites	\$40,794	\$27,557	\$0	\$68,351
Total Program	\$205,204	\$110,227	\$8,540	\$323,971
2020				
Surface Water Sites	\$138,370	\$82,670	\$8,900	\$203,900
Dam 2, New SW site, projected	\$26,040			\$26,040
Water Quality Sites	\$40,794	\$27,557		\$68,351
Total Program	\$205,204	\$110,227	\$8,900	\$324,331
2021				
Surface Water Sites	\$138,370	\$82,670	\$9,280	\$204,280
Dam 2, New SW site, projected	\$26,040			\$26,040
Water Quality Sites	\$40,794	\$27,557	\$0	\$68,351
Total Program	\$205,204	\$110,227	\$9,280	\$324,711
2022				
Surface Water Sites	\$138,370	\$82,670	\$9,560	\$204,560
Dam 2, New SW site, projected	\$26,040			\$26,040
Water Quality Sites	\$40,794	\$27,557	\$0	\$68,351
Total Program	\$205,204	\$110,227	\$9,560	\$324,991
2023				
Surface Water Sites	\$138,370	\$82,670	\$9,800	\$204,800
Dam 2, New SW site, projected	\$26,040			\$26,040
Water Quality Sites	\$40,794	\$27,557	\$0	\$68,351
Total Program	\$205,204	\$110,227	\$9,800	\$325,231
Grand Totals 2019 - 2023	\$1,026,020	\$551,135	\$46,080	\$1,623,235

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____