

United States Department of the Interior

U.S. GEOLOGICAL SURVEY Oregon Water Science Center 601 SW 2nd Avenue, Suite 1950 Portland, OR 97204

March 24, 2023

Ms. Kristin Anderson Environmental Specialist Portland Water Bureau 1120 SW 5th Avenue Portland, Oregon 97204

Dear Ms. Anderson:

Enclosed is a signed original of our standard joint-funding agreement for the project to continue hydrologic monitoring in the Bull Run Watershed, during the period October 1, 2023 through September 30, 2028 in the amount of \$1,123,805 from your agency. U.S. Geological Survey Cooperative Matching Fund contributions for this agreement are \$668,330, and Federal Priority Streamgage contributions are \$50,022 for a combined total of \$1,842,157. Please sign and return one fully-executed original to Peter Koestner at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Marc Stewart by phone number (541) 776-4258 or email mastewar@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.

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 N. Thamke Acting Center Director

Enclosure 24YFJFA015

PORTLAND WATER BUREAU U.S. GEOLOGICAL SURVEY							
C00	COOPERATIVE DATA COLLECTION PROGRAM						
Federal Fiscal Years 2024 - 2028							
	Summ	ary of Program					
	Portland USGS Water Cooperative Bureau Matching		USGS FPS Funds	Total Support			
Federal Fiscal Year							
2024							
Surface Water Sites	\$171,963.00	\$98,447.60	\$9,800.00	\$280,210.60			
Water Quality Sites	\$52,798.00	\$35,218.40	\$0.00	\$88,016.40			
Total Program	\$224,761	\$133,666	\$9,800	\$368,227			
2025							
Surface Water Sites	\$171,963.00	\$98,447.60	\$9,800.00	\$280,210.60			
Water Quality Sites	\$52,798.00	\$35,218.40	\$0.00	\$88,016.40			
Total Program	\$224,761	\$133,666	\$9,800	\$368,227			
2026							
Surface Water Sites	\$171,963.00	\$98,447.60	\$9,800.00	\$280,210.60			
Water Quality Sites	\$52,798.00	\$35,218.40	\$0.00	\$88,016.40			
Total Program	\$224,761	\$133,666	\$9,800	\$368,227			
2027							
Surface Water Sites	\$171,963.00	\$98,447.60	\$10,062.00	\$280,472.60			
Water Quality Sites	\$52,798.00	\$35,218.40	\$0.00	\$88,016.40			
Total Program	\$224,761	\$133,666	\$10,062	\$368,489			
2028							
Surface Water Sites	\$171,963.00	\$98,447.60	\$10,560.00	\$280,970.60			
Water Quality Sites	\$52,798.00	\$35,218.40	\$0.00	\$88,016.40			
Total Program	\$224,761	\$133,666	\$10,560	\$368,987			
Totals 2024-2028	\$1,123,805	\$668,330	\$50,022	\$1,842,157			

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 #: 24YFJFA015 Project #: YF00TJE TIN #: 93-6002236

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the 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 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) \$668,330 by the party of the first part during the period October 1, 2023 to September 30, 2028
- (b) \$1,123,805 by the party of the second part during the period October 1, 2023 to September 30, 2028
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$50,022

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).

Form 9-1366 (May 2018)

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

Water Resource Investigations

Customer #: 600000229 Agreement #: 24YFJFA015 Project #: YF00TJE TIN #: 93-6002236

9. Billing for this agreement will be rendered guarterly. 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:	Marc Stewart	Name:	Kristin Anderson
	Supervisory Hydrologist		Water Resources Program Manager
Address:	4890 North Runway Drive	Address:	1120 SW 5th Avenue
	Medford, OR 97502		Portland, Oregon 97204
Telephone:	(541) 776-4258	Telephone:	503-865-6724
Fax:	(541) 776-4257	Fax:	
Email:	mastewar@usgs.gov	Email:	kristin.anderson@portlandoregon.gov

USGS Billing Point of Contact

Name:	Peter Koestner	Name:	Kristin Anderson
	Budget Analyst		Water Resources Program Manager
Address:	601 SW 2nd Ave Ste 1950	Address:	1120 SW 5th Avenue
	Portland, OR 97204		Portland, Oregon 97204
Telephone:	(503) 730-6709	Telephone:	503-865-6724
Fax:	(503) 251-3470	Fax:	
Email:	pkoestner@usgs.gov	Email:	kristin.anderson@portlandoregon.gov

U.S. Geological Survey United States **Department of Interior**

Signature

By_

____ Date: _____

Name: Joanna N. Thamke Title: Acting Center Director

Ву____ Date: _____ Name: Gabriel Solmer Title: Water Bureau Director _ Date: _____ By___

Name: Title:

By___ _____ Date: _____

Name: Title:

Customer Technical Point of Contact

ddress:	Water Resources Program Manager 1120 SW 5th Avenue
	Portland, Oregon 97204
elephone:	503-865-6724
ax: mail:	kristin.anderson@portlandoregon.gov

Customer Billing Point of Contact

Portland Water Bureau

Signatures

Exhi	bit B
------	-------

			Joint Fur	nding Agreeme	ent			
Streamflow and Water Quality Monitoring								
PWB'S Cost Share per	PWB'S Cost	Calenda	ar Year	Bill will	Bill to be	Federal	City FY	PWB'S Cost Share per
Federal Fiscal Year	Share per			arrive by	paid by (due	FY		City Fiscal Year
(AS SHOWN IN EXHIBIT A)	Quarter			(due date)	date)			
\$224,761	\$56,190	Oct-Dec	2023	1/15/2024	3/15/2024	2024	23-24	\$168,571
	\$56,190	Jan-Mar	2024	4/15/2024	6/15/2024	2024	23-24	
	\$56,190	Apr-Jun	2024	7/15/2024	9/15/2024	2024	23-24	
	\$56,190	Jul-Sep	2024	9/15/2024	11/15/2024	2024	24-25	\$224,761
\$224,761	\$56,190	Oct-Dec	2024	1/15/2025	3/15/2025	2025	24-25	
	\$56,190	Jan-Mar	2025	4/15/2025	6/15/2025	2025	24-25	
	\$56,190	Apr-Jun	2025	7/15/2025	9/15/2025	2025	24-25	
	\$56,190	Jul-Sep	2025	9/15/2025	11/15/2025	2025	25-26	\$ 224,7 61
\$224,761	\$56,190	Oct-Dec	2025	1/15/2026	3/15/2026	2026	25-26	
	\$56,190	Jan-Mar	2026	4/15/2026	6/15/2026	2026	25-26	
	\$56,190	Apr-Jun	2026	7/15/2026	9/15/2026	2026	25-26	
		-			-			
	\$56,190	Jul-Sep	2026	9/15/2026	11/15/2026	2026	26-27	\$224,761
\$224,761	\$56,190	Oct-Dec	2026	1/15/2027	3/15/2027	2027	26-27	
	\$56,190	Jan-Mar	2027	4/15/2027	6/15/2027	2027	26-27	
	\$56,190	Apr-Jun	2027	7/15/2027	9/15/2027	2027	26-27	
	\$56,190	Jul-Sep	2027	9/15/2027	11/15/2027	2027	27-28	\$224,761
\$224,761	\$56,190	Oct-Dec	2027	1/15/2028	3/15/2028	2028	27-28	
	\$56,190	Jan-Mar	2028	4/15/2028	6/15/2028	2028	27-28	
	\$56,190	Apr-Jun	2028	7/15/2028	9/15/2028	2028	27-28	
		<u>.</u>		· · ·	• • •			
	\$56,190	Jul-Sep	2028	9/15/2028	11/15/2028	2028	28-29	\$56,190
	_				•			
\$1,123,805							TOTAL	\$1,123,805

The Portland Water Bureau shall pay all amounts to which no dispute exists within 60 days of receipt of the invoice. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the net progress payment until the dispute is resolved. Should a dispute occur there shall be no interest charged in regards to the billing being reviewed. Invoices shall be submitted to: City of Portland Water Bureau Accounts Payable at wbaps@portlandoregon.gov. Invoices shall have the Portland Water Bureaus Agreement number and should list the Project Manager: Kristin Anderson