

101-24-010

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WILD SALMON CENTER  
AND  
CLALLAM COUNTY  
FOR REPLACEMENT OF CULVERTS UNDER BEAR CREEK ROAD**

JUN 25 2024

This Memorandum of Understanding (MOU) is entered into by and between Wild Salmon Center, hereinafter referred to as "WSC" and Clallam County, hereinafter referred to as the "County".

1. **Background**

WSC is undertaking the design and construction of a habitat restoration project on Anton Creek and Cedar Creek in the Sappho area of Clallam County (the "Project"). These streams are tributary to Bear Creek which is a tributary to the Sol Duc River. The Project consists of two culvert replacements on Bear Creek Road which have been identified as fish barriers. The County is the holder of interest(s) in the roadbed for Bear Creek Road. WSC has completed the design and construction is planned for the summer of 2024.

2. **Purpose**

The purpose of this MOU is to formalize the partnership between WSC and the County in replacing culvert infrastructure under a county owned public road in a joint effort to support fish passage improvements to our local watershed.

3. **Term of MOU**

This MOU is effective upon the day and date last signed by the duly authorized representatives of the parties to this MOU and shall remain in effect until the Project has been constructed and all final inspections by the parties have been completed.

4. **Modification and Termination of Agreement**

This agreement may be modified only by written instrument executed by the parties.

This agreement may be terminated after the material breach of one of the parties, if the breaching party has not corrected/cured the breach within 30 days notice of the breach. This agreement may also be terminated for convenience by either party after 60 days notice to the other party.

5. **Wild Salmon Center will:**

- Manage all aspects of the Project related to restoring fish passage at these fish passage barrier sites in Clallam County. Work in county right-of-way shall

restore the area to as good or better condition compared to its condition prior to the work.

- Organize meetings and communications with Clallam County staff to align efforts through project completion. WSC or their consultant will organize and facilitate meetings and updates related to design reviews, permit compliance, pre-construction planning, construction updates during construction, and post-construction monitoring and reporting.
- Contract with a qualified construction contractor and be responsible for all costs associated with construction.
- Provide construction oversight via WSC's consultant, who is also the Engineer of Record.
- Inform the County on project funding and permitting requirements, including monitoring and reporting.
- Remain the sponsor of the fish passage project through the completion and the reporting period.
- WSC agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of MSC's acts, errors or omissions in the performance of the agreement. Provided, however, that the MSC's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. Any contract between MSC and contractors shall include the same or similar provision requiring any contractor(s) to indemnify the County.

**6. Clallam County will:**

- Assist WSC in the pre-construction phase with landowner outreach, Right of Way and/or easement negotiations, and permit notification(s) to permit agencies.
- Provide progress reports on a semi-annual basis through construction of the Project.
- Conduct site visits at a minimum of once per year for five years following completion of construction to monitor the sites' conditions and notify WSC within five business days of any concerns related to site conditions, safety, or fish passability.
- Provide estimates of annual operations, maintenance and/or liability costs as required by the NOAA funding award:
  - Pre-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period if the barrier were to remain in place.

- o Post-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period with the barrier removed.

7. **Wild Salmon Center and Clallam County mutually agree:**

- Regularly collaborate and be responsive to project needs to complete construction and restore fish passage at the site.
- Work together to complete all necessary monitoring and reporting requirements associated with the NOAA funding award: Federal Award Identification Number (FAIN): NA23NMF4630024, and Washington State Recreation and Conservation Office Agreement Project Number 21-1475.
- Provide updates on a timely basis and as needed to address unforeseen challenges and project needs to successfully complete the project.

8. **Primary Points of Contact for Collaboration:**

For Clallam County:

Jason O'Dell  
 Engineer, Department of Public Works  
 jason.odell@clallamcountywa.gov  
 (360) 417-2434

For Wild Salmon Center:

Betsy Krier  
 Washington Habitat Project Manager, Wild Salmon Center  
 bkrier@wildsalmoncenter.org  
 (360) 986-6380

**SIGNATORIES:**

**WILD SALMON CENTER**

*Kathy Holler*

07/01/2024

Kathy Holler, Chief Financial Officer, Wild Salmon Center

Date

**CLALLAM COUNTY**

*Randy Johnson*

6/25/24

Mike French *Randy Johnson*  
 Vice Chair, Board of County Commissioners

Date

Approved as to form only by

*Bert Dee Boughton*  
 Bert Dee Boughton  
 Civil Deputy Prosecuting Attorney  
 Clallam County