

332-22-007

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01/27/22

**INTER-LOCAL AGREEMENT
BETWEEN
CITY OF PORT ANGELES
AND
CLALLAM COUNTY
FOR STREAM WATER QUALITY MONITORING
2022 – 2026
PSA-2022-53**

This Inter-Local Agreement is between the City of Port Angeles (herein after referred to as “the City”) and Clallam County (herein after referred to as “the County”) for the purpose of volunteer recruitment, training and coordination for water quality monitoring, and associated data storage and reporting. Funding for this work is through the City of Port Angeles.

WHEREAS, the Inter-Local Cooperation Act, RCW 39.34, provides that any two public agencies of the state having separate authority to exercise a particular power may enter into an agreement for cooperative or joint exercise of that power; and

WHEREAS, the City is a municipal corporation of the State of Washington, and the County is a political subdivision of the State of Washington, and each party has the authority to contract for water quality monitoring services under Article XI § 11 of the Washington State Constitution; Chapter 17.10 RCW; Chapter 36.89 RCW; Chapter 85.15 RCW; and

WHEREAS, the City desires to monitor levels of bacteria, and other water quality parameters in the streams and harbor of Port Angeles, in a systematic and scientific manner; and

WHEREAS, the City would like to use the services of the County’s Streamkeepers program; and

WHEREAS, the County will benefit from the information gathered by the City’s monitoring of the above-mentioned water quality parameters in the County’s own water quality monitoring projects.

Therefore, it is mutually agreed that:

A. The County’s Responsibilities:

1. Project management: The County shall track work hours and budget of the County’s Streamkeepers program to ensure effective expenditure of funds and provide a breakdown of hours and activities on pay applications.
2. Recruit and train volunteers through the County’s Streamkeepers program to perform water-quality monitoring in the Port Angeles area.
3. Devise a sampling plan in conjunction with the City. Sample sites, parameters, and periodicity will be agreed upon by Streamkeepers and the City. Sites will have safe access. Where a sampling site is not accessible from a public road or other easement, the City will obtain the landowner’s permission for Streamkeepers’ staff and/or volunteers to access the site. Baseline sampling is expected to include monthly sampling for *Escherichia coli* (*E. coli*) bacteria in freshwater streams and *Enterococci* bacteria in marine waters. The sampling plan will depend upon funding and laboratory costs.

4. Sampling for benthic macroinvertebrates will occur in 2022 in approved locations central to each streams extent within the City limits for the following creeks: Peabody, Valley, Tumwater, & Ennis. Additional sampling events or locations must be approved by the City in advance and have funds available within the approved budget. Benthic Macroinvertebrate sampling is to occur on a 5-year interval. It is anticipated that these same sites will be sampled again in 2027 under the next ILA.
5. Conduct water quality monitoring (done by staff or volunteers), including collection of samples, in situ measurements, and installation and retrieval of continuous data loggers at designated sample sites using standard Streamkeepers protocols and quality-control measures.
6. Conduct quarterly stream flow monitoring at agreed-upon sites using standard Streamkeepers equipment, protocols, and quality-control measures. Flow monitoring data is to be included in the annual report to the City.
7. Submit samples to laboratories for analysis:
 - a. Bacterial and other water-quality samples to the County Environmental Health Lab or, when the County Environmental Health Lab is unable to perform the analysis, another state accredited lab as defined in RCW 43.21A.230 and WAC 173-50-040.
 - b. Benthic macroinvertebrate samples to professional taxonomy laboratories for identification and verification.
8. Record, confirm, and analyze all results, and report them to the City as soon as possible but no later than 30 days following collection via the standard reporting/recordkeeping formats as used by the County's Streamkeepers program. Along with providing the sampling results, produce and submit to the City each month a table of data for that month, and a brief written summary pointing out any anomalies or exceedances of State water quality standards that may warrant follow-up investigation by the City's Illicit Discharge Detection and Elimination (IDDE) response team.
9. Produce and submit to the City a yearly report compiling the collected data for the year and providing detailed graphical and statistical analysis and interpretation of results. In addition, where appropriate, annual data is to be overlain and compared against data collected during previous years. The report shall discuss trending, comparisons, anomalies, etc., and calculate and report statistical significance of results as appropriate.
10. Produce and submit to the City a comprehensive report on water quality trends in Port Angeles streams over the period 2001-2021. This comprehensive report is to be submitted to the City no later than December 31st, 2023.

B. The City's Responsibilities:

1. Provide direction as to overall sampling design, including sites, parameters, and periodicity.
2. In the instance a sampling site is not accessible from a public road or other easement, obtain landowner permission to access the site for sampling purposes.
3. Arrange with analytical laboratories for payment, as appropriate. Expected laboratory services include:

- a) Water samples for pollutant analysis. The 2022 lab fees at the Clallam County Environmental Health Laboratory are \$35.00 per sample for *E. coli* and \$40.00 per sample for *Enterococci* bacterial tests. Payment of lab fees will be based on current year sample rates as set by the Clallam County Environmental Health Laboratory. If other parameters, methods, or laboratories are used, fees will vary.
 - b) Benthic macroinvertebrate samples for taxonomic analysis per the Benthic Index of Biological Integrity (B-IBI). Laboratory fees are estimated at \$430 per sample, however, rates are known to fluctuate and cannot be accurately determined in advance, but the City will use the same taxonomist(s) the County uses and will pay the same rate, including pro-rated costs for Quality Assurance laboratory analysis.
4. The City will pay for staff time and costs for the services described in "A." above at the staff billing rate set by the County, and the actual cost of incidental material. The staff billing rate will be the composite rate of the staff salary set by Clallam County. The County will invoice the City monthly, and the City will pay within 30 days. The 2022 Streamkeeper Coordinator's billing rate is \$50.82 per labor hour. Subsequent years will be billed at the established staff billing rate set by Clallam County.
 5. City's maximum obligation: The total cost of services for the above tasks, including payments to Streamkeepers and laboratories, shall not exceed \$14,000 for year 2022 and \$21,000 for each additional calendar year, totaling \$98,000 for the years 2022 through 2026.

C. General Conditions:

1. Duration: Unless terminated by either party, this agreement shall commence on the date of execution, and shall remain in effect through December 31, 2026.
2. Modification: This Agreement may be amended or altered only by written agreement of the designated representatives of both the City and the County upon the signature of such representatives. The amendment shall explicitly state that it is an amendment to this Agreement.
3. Termination: This Agreement may be terminated by either party sixty (60) days after receipt of written notice of intent to terminate; PROVIDED that either party may immediately terminate this Agreement for public convenience or in the event of a financial emergency. If this contract is terminated or expires, the City is obligated to reimburse the County for all costs incurred in performance of the Agreement prior to its termination or expiration.
4. Property: The parties do not intend to purchase or acquire any real or personal property in performance of this Agreement, other than the supplies necessary to perform this Agreement. Property purchased or acquired in performance of this Agreement will remain with the purchasing party upon termination or expiration of this Agreement.
5. Ownership of Items Produced: All writing, programs, data, public records or other materials prepared by the County and/or its consultants, subcontractors, or volunteers, in connection with performance of this Agreement will be entered into the Clallam County Water Resources

database, and then delivered to the City. The parties recognize and acknowledge that all such information is available to the public.

6. Non-Discrimination: The County shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
7. Defense, Indemnity, Hold Harmless: The County shall defend, indemnify, and hold the City harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the County or its elected officials, department heads, agents, or employees in performance of this Agreement.

The City shall defend, indemnify, and hold the County harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the City or its elected officials, department heads, agents, or employees in performance of this agreement.

8. Administration: This Agreement will be administered by the County's Streamkeepers program.

The County's contact is: Joel Green, Streamkeepers Coordinator, Clallam County, 223 E. 4th Street, Suite 5, Port Angeles, WA 98362, (360) 417-2281, joel.green@clallamcountywa.gov

The City's contact is: Vince McIntyre, Stormwater Engineer, City of Port Angeles, 321 E. 5th Street, Port Angeles, WA 98362, (360) 417-4701, Vmcintyr@cityofpa.us.

IN WITNESS HEREOF, this Agreement is executed by Clallam County and by the City of Port Angeles, Washington.

CITY OF PORT ANGELES

CLALLAM COUNTY BOARD OF COMMISSIONERS

DocuSigned by:
Nathan West
0F7945F95344417
Nathan West, City Manager

Mark Ozias
Mark Ozias, Chair

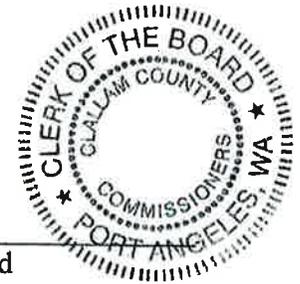
Dated: 10/6/2022

Dated: *10/6/22*

Attest:

DocuSigned by:
Kari Martinez-Bailey
C3E8F3647C5341C
Kari Martinez-Bailey, City Clerk

Attest:
Loni Gores
Loni Gores, Clerk of the Board



Approved As To Form:

DocuSigned by:
William Bloor
E5EC5EBD4113427
William E. Bloor, City Attorney

Approved As To Form:
Dee Boughton
Dee Boughton, Deputy Prosecuting Attorney

