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101-12-034

**INTER-LOCAL AGREEMENT  
BETWEEN  
CITY OF PORT ANGELES  
AND  
CLALLAM COUNTY  
FOR STREAM WATER QUALITY MONITORING**

This Inter-Local Agreement is between the City of Port Angeles (herein after referred to as “the City”) and the 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 fecal coliform bacteria and other water quality issues in the streams and harbor of Port Angeles, in a systematic and scientific manner,

**WHEREAS**, the City would like to use the services of the County’s Streamkeepers program.

It is mutually agreed that:

**A. The County’s Responsibilities:**

1. Recruit and train volunteers through the County’s Streamkeepers program to perform water-quality sampling in the Port Angeles area.
2. Devise a sampling plan in conjunction with the City. Sampling 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 and quarterly sampling for fecal coliform in fresh water streams and fecal coliform and enterococci in marine waters, as well as annual sampling for benthic macroinvertebrates. The sampling plan will depend upon funding and laboratory costs.
3. 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.

4. Gather data not requiring laboratory analysis, either on-site or using a facility of the County's choosing, using standard Streamkeepers protocols and quality-control measures.
5. Record, confirm, and analyze all results, and report them to the City via the standard reporting/recordkeeping formats as used by the County's Streamkeepers program.

**B. The City's Responsibilities:**

1. Provide direction as to overall sampling design, including sites, parameters, and periodicity.
2. In the instance that 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 2012 lab fees at the Clallam County Environmental Health Laboratory are \$26.00 per sample for membrane-filter fecal coliform tests and \$35.00 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 cannot be 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 services (described in "A." above) at the staff billing rate and actual cost of incidental material. The County will invoice the City monthly, and the City will pay within 30 days. The 2012 staff billing rate is \$44.02 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, will not exceed \$11,500.00 for the 2012 calendar year and \$15,000 for the 2013 calendar year. In each subsequent calendar year, the total cost of services for the above tasks is not to exceed \$20,000.

**C. General Conditions:**

1. Duration: Unless terminated by either party, this agreement is effective from January 1, 2012 until December 31, 2016.
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 consumables necessary to perform this Agreement. However, should any property be purchased or acquired in performance of this Agreement, it 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: Ed Chadd, Associate Planner, Clallam County, 223 E. 4<sup>th</sup> Street, Suite 6, Port Angeles, WA 98362, (360) 417-2281, [Streamkeepers@co.clallam.wa.us](mailto:Streamkeepers@co.clallam.wa.us).

The City's contact is: Jonathan Boehme, Stormwater Engineer, City of Port Angeles, 321 E. 5<sup>th</sup> Street, Port Angeles, WA 98362, (360) 417-4811, [jboehme@cityofpa.us](mailto:jboehme@cityofpa.us).

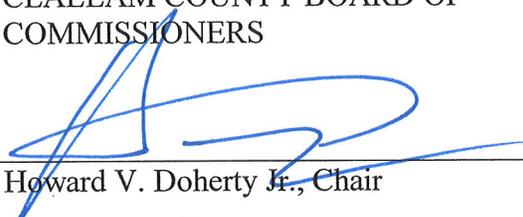
IN WITNESS HEREOF, this Agreement is executed by Clallam County and by the City of Port Angeles, Washington.

CITY OF PORT ANGELES

CLALLAM COUNTY BOARD OF COMMISSIONERS



\_\_\_\_\_  
Dan McKeen, City Manager



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Howard V. Doherty Jr., Chair

Dated this 21 day of November 2012.

Dated this 18<sup>th</sup> day of December 2012.

Attest:

Attest:



\_\_\_\_\_  
Janessa Hurd, City Clerk



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Trish Holden, Clerk of the Board, CMC

Approved As To Form:

Approved As To Form:



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William E. Bloor, City Attorney



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Brian Wendt, Deputy Prosecuting Attorney