

04/28/09^{2f}

332.09.023

2009 Memorandum of Agreement
between
City of Port Angeles
and
Clallam County Department of Community Development

This Memorandum of Agreement is between the City of Port Angeles (herein after referred to as “the City”) and the Clallam County Department of Community Development (herein after referred to as “the Department”) 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.

Purpose:

The City desires to discover and remediate sources of fecal coliform to the streams and harbor of Port Angeles. In order to search for water quality problems in a systematic way, the City would like to monitor its fresh water courses using scientific procedures and a sampling plan. To this end, the City would like to use the services of the County’s Streamkeepers program.

It is mutually agreed that:

The Department’s responsibilities:

1. Recruit and train volunteers through the Streamkeepers of Clallam County program to collect quarterly water samples in the Port Angeles area. Sampling sites will be agreed upon by Streamkeepers and the City, and will have safe public access. In the instance that a sampling site is not accessible from a public road or other easement, landowner permission to access the site for sampling purposes will be obtained by the City.
2. Coordinate quarterly sampling for a period of one year beginning in January. Number of sites sampled each quarter will depend upon funding and laboratory costs.
3. Submit samples to the County Environmental Health lab or other certified lab for analysis, record the results, and report them to the City.

The City’s responsibilities:

1. Provide direction as to overall sampling design, including particular sites to be sampled on a regular or occasional basis, and total number of samples to be collected each quarter.
2. In the instance that a sampling site is not accessible from a public road or other easement, landowner permission to access the site for sampling purposes will be obtained by the City.
3. Arrange with the analytical laboratory for payment for laboratory fecal coliform analysis of samples. The lab fee per sample will be \$23.00.
4. Arrange with Streamkeepers and the Department for payment for people- and data-management services, at the flat rate of \$250.00 per quarterly sampling session, to be reimbursed upon invoice on a quarterly basis. Additional data analysis and reporting, beyond the basic Department responsibilities described above, will be billed at the Department’s technical assistance rate of \$50 per hour.

The total cost of services for the above tasks, including payments to the laboratory and Streamkeepers, will not exceed \$5,500.00.

Effective Dates: Unless otherwise agreed by the parties, this agreement is effective from January 1, 2009 until December 31, 2009.

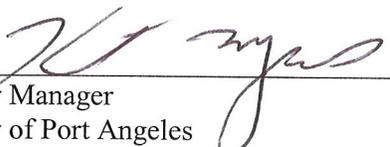
The following general conditions will apply to this agreement.

Amendment or Termination: This agreement may be amended or altered only by written agreement of the designated representatives of both the City and the Department upon the signature of such representatives. The amendment shall explicitly state that it is an amendment to this agreement. This agreement may be terminated by either party 60 days after receipt of written notice of intent to terminate.

Ownership of Items Produced: All writings, programs, data, public records or other materials prepared by the Department 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 therefore becomes public information. Neither party shall be deemed to have exclusive ownership of any such writings, programs, data, public records or other materials.

Non-Discrimination: The Department 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.

AGREED THIS 28th DAY OF April, 2009 BY:



City Manager
City of Port Angeles
321 E. Fifth St.
Port Angeles, WA 98362

3/16/09

Date

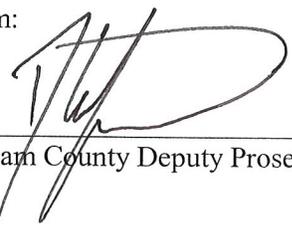


Chair, Howard V. Doherty, Jr.
Board of Clallam County Commissioners
223 E. Fourth St., Suite 4
Port Angeles, WA 98362

April 28, 2009

Date

Approved as to form:



Mark Nichols, Clallam County Deputy Prosecuting Attorney

4/15/09

Date