MEMORANDUM OF AGREEMENT

Between
Clallam Conservation District
And
City of Sequim

For a Low Impact Development (LID) Demonstration Project

WHEREAS, the partners listed below have agreed to enter into an agreement to construct a Low Impact Development (LID) Demonstration Project; and

WHEREAS, the LID Demonstration Project shall be performed in accordance with RCW 35.121.278; and

WHEREAS, payments for all contracted work may not exceed $25,000 in any year; and

WHEREAS, the value of the improvements and maintenance shall be at least equal to three times their value as the plantings will be made available at cost and the demonstration of the viability of pervious asphalt will lead to future public and private construction that will reduce the need for expensive stormwater infrastructure needs;

NOW, THERFORE, this Memorandum of Agreement is a binding agreement by and between the Clallam Conservation District hereinafter called the District, and the City of Sequim, hereinafter called Sequim.

BACKGROUND and PURPOSE:

The purpose of this agreement is to describe the roles and responsibilities for each party regarding the implementation of Low Impact Development (LID) demonstration practices at the City of Sequim "Class A" Water Reuse Demonstration Site and Albert Haller Playfields in Sequim, Washington. The District has received grant funding from Jefferson County (EPA grant) and the Washington State Conservation Commission to develop LID demonstration projects. LID practices proposed for demonstration include low water-use landscaping, rain gardens, permeable pavement, and other best management practices for stormwater management, habitat protection and sustainable land use.

The District will coordinate and collaborate with the City of Sequim and other organizations, including but not limited to Sequim Family Advocates and Clallam County Master Gardeners to install a variety of low impact development (LID) and stormwater management practices at the City of Sequim Albert Haller Playfields and Water Reuse Demonstration Site. Practices planned for installation and demonstration include the following:

- Pervious Asphalt Pavement –
  - A pervious asphalt driving strip up to 500 linear feet by 12 feet wide down the middle of the Albert Haller Playfields parking lot.
  - $33,000 budgeted.
- Bioretention Swale

    - Enhancement of the existing bioretention swale located along the south side of the Albert Haller Playfields parking lot. Enhancement will likely include incorporation of amended soils, regrading of the swale side slopes, extension of a reuse water line to the swale, installation of a watering system, planting with bioretention species, and mulching.
    - $2,500 budgeted.
- Native Plant and Low Water-Use Demonstration Planting –
    - Site preparation and planting of native plants and low water-use vegetation between the above mentioned biofiltration swale and Bell Creek. Site preparation will likely include amending soils with compost and mulching. Plantings will include drought-tolerant native trees and shrubs and ecoturf.
    - $2,500 budgeted.
- Interpretive Signs –
    - For passive education about the various practices and to facilitate guided tours.
    - $1,500 budgeted.

TIME FOR PERFORMANCE: This Agreement shall commence on the date it is signed by both the District and Sequim and continues through two calendar years to June 30, 2013, unless terminated as provided herein. The agreement may be extended beyond the expiration date upon mutual written consent of both the District and Sequim.

THE DISTRICT AGREES TO:

1. Be the lead for design of biofiltration swale and low water-use planting, and interpretive signage;
2. Coordinate installation of the LID practices in collaboration with the City of Sequim and project partners;
3. Provide financial assistance necessary for implementation of the proposed LID practices.
4. Coordinate and facilitate maintenance of plantings until satisfactory establishment (three to five years from initial planting).

SEQUIM AGREES TO:

1. Be the lead for pervious asphalt paving design;
2. Assume ownership of the practices installed;
3. Provide reuse water to enable proper establishment of LID demonstration project vegetation.

IT IS MUTUALLY AGREED THAT:

The District and Sequim will collaborate to determine the most efficient method of completing the work. The District proposes to negotiate a financial assistance agreement with a third party, such as the nonprofit organization Sequim Family Advocates, to install the proposed LID practices. It is anticipated that any labor or materials contributions that Sequim provides for this project will be in-kind contributions not requiring reimbursement from the District. Any payment for services rendered in association with the implementation of tasks identified in this agreement will likely be made by the District directly to a third party or subcontractor.

This MOA may be modified or terminated by written mutual consent of both parties. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

Primary Project Partners include:

- Sequim Family Advocates;
- Master Gardeners of Clallam County.

Defense and Indemnity Agreement. The CCD and its officers and employees and agents performing under this agreement are not employees or agents of the PARTNERS and the officers and employees and agents of the PARTNERS are not employees or agents of the CCD. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the CCD and the PARTNERS, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other partying proportion to the percentage of negligence attributable to the other party. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

This Memorandum of Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law.

Should any part of this agreement be declared invalid by a court of proper jurisdiction, the entire agreement shall be considered null and void.

This Memorandum of Agreement becomes effective on the date of the final approved signature and shall remain in effect until terminated by either the District or Sequim.

CLALLAM CONSERVATION DISTRICT
AUTHORIZED REPRESENTATIVE:

Joseph F Murray Date: SEPT 11, 2012
Joseph Murray, Chair

Address: 1601 E. Front St. Suite A
Port Angeles, WA 98362
360-452-1912 x 5

CITY OF SEQUIM
AUTHORIZED REPRESENTATIVE:

Craig Ca Rita as authorized by Date: 8/28/2012
Steve Burkett, City Manager

152 W. Cedar St.
Sequim, WA 98382
360-681-3440

CONTACT PERSONS:

The following persons shall manage this project for the respective parties and can be reached at the address and contact points listed:

For Clallam Conservation District:

Joe Holtrop, Project Manager
1601 E. Front St., Ste. A
Port Angeles, WA 98362
360-452-1912 ext. 103
joe.holtrop@clallamcd.org

For the City of Sequim:

David Garlington, City Engineer
152 W. Cedar St.
Sequim, WA 98382
360-681-3439
DGarlington@sequimwa.gov