

**Citizens' Environmental Monitoring Program Partnership of Southcentral Alaska
2010-2015**

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Parties to this MOU (Partners) recognize that the Citizens' Environmental Monitoring Program (CEMP) Partnership of Southcentral Alaska will benefit each partner group by providing shared resources, shared expertise, shared responsibilities, a unified monitoring strategy, added program credibility, consistency of methods and goals, and shared data results;

WHEREAS, this Memorandum of Understanding (MOU) promotes cooperation between Partners by creating a framework to accomplish mutually beneficial projects and activities. The CEMP Partnership will advance skills and knowledge about watershed stewardship;

WHEREAS, we are dependent upon water and must live with and respect all living things;

WHEREAS, the Partners are dedicated to water quality and habitat protection throughout southcentral Alaska watersheds;

WHEREAS, water quality monitoring and biological assessments are recognized tools for gauging water body and watershed health, and considerable community support exists for monitoring and assessing water bodies in southcentral Alaska;

WHEREAS, the Partners desire to work together cooperatively, to maximize the unique resources of each partner group, and to facilitate citizen-based monitoring and assessment in southcentral Alaska watersheds;

WHEREAS, invasive species are a worldwide threat to natural resources by competing with native species and degrading fish and wildlife habit and the Partners have a unique opportunity to work collaboratively to reduce the introduction of new species in watersheds through citizen-based monitoring;

WHEREAS, the Partners recognize that for thousands of years Native Americans have been the stewards of the natural environment, using their wealth of traditional knowledge to actively maintain a balanced ecosystem;

WHEREAS, it is the intention of the CEMP Partnership to facilitate active communication pertinent to watershed stewardship in southcentral Alaska with Alaska Native Tribal entities;

NOW, THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. Partnership Objectives: While each organization within the CEMP Partnership has a unique program, the CEMP Partnership has several objectives they collectively strive to reach, including:

- Inventory baseline water quality data in the waterways of the Cook Inlet Basin, and
- Detect and report significant changes and track water quality trends, and
- Raise public awareness of watershed and water quality issues.

- 2. Monitoring Protocols and Activities:** All Partners agree to strive to collaboratively develop and adhere to prescribed training, quality assurance, sampling and testing protocols identified in the CEMP Quality Management Plan (QMP) and the Partners' respective Quality Assurance Project Plans (QAPP), which are scientifically sound and reliable, and to share all collected data, to the extent allowed by the governing body of each individual Partner, as public information. In the event that any Partner determines that protocols require adjustment or amendment, the Partners agree to consider such changes in good faith and to work cooperatively to implement changes where necessary to ensure consistent and reliable data collection and handling.
- 3. Dispute Resolution:** In the event a dispute arises between the Partners during any time covered by this agreement, the Partners agree first to attempt to resolve the dispute through good faith negotiations. In the event such negotiations fail to resolve the dispute, the Partners agree next to submit the dispute to a mutually agreed-upon third-party mediator. In the event resolution continues to elude the parties, the Partners agree to submit the dispute to a third-party arbitrator, whose resolution of the dispute shall be binding on the parties. The parties agree to share equally all costs of mediation and arbitration.
- 4. Representation:** Each Partner shall designate one representative and one alternate to represent the Partner group in discussions and decisions involving MOU activities. Only designated representatives or alternates may speak for their respective Partner group.
- 5. Good Faith:** The Partners agree to work in good faith to develop monitoring and training programs and schedules, and to manage, share, and distribute collected data.
- 6. Period of Performance:** The period of performance of this agreement is from the date of execution by all relevant officials in each partner group for a period of five (5) years following that date. The MOU may be modified and/or extended by written agreement of the Partners.
- 7. New Partners:** A group or entity wishing to become a Partner shall present their desire in writing to the CEMP Partnership. The new Partner will be accepted as an equal Partner in the Citizens' Environmental Monitoring Program Partnership of Southcentral Alaska upon unanimous agreement of the Partners at the annual Partner Conference, or at a special meeting of all Partners. The new applicant shall then agree to and sign this MOU. Upon the signing of this MOU, the new applicant shall then be recognized as a full Partner in the Citizens' Environmental Monitoring Program Partnership of Southcentral Alaska.
- 8. Termination:** Any Partner may terminate their participation in this MOU upon thirty (30) days written notice to the other Partners.
- 9. Removal of a Partner:** A Partner may be removed from the CEMP Partnership by unanimous agreement of the other Partners.
- 10. Liability:** No Partner assumes any liability for any other, including third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from performance of work under this agreement.

11. Governance Principles: The CEMP Partnership meetings and general procedures shall be governed by the terms of governance as attached to this MOU.

12. Fiscal Obligation: This MOU does not constitute a financial obligation for any of the Partners. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized.

13. Confidentiality: Information shared with the Partnership will not be considered confidential.

14. Restrictions: This MOU in no way restricts any Partner from participating in similar activities or arrangements with other public or private agencies, organization, or individuals. This MOU does not intend to enlarge or diminish the responsibilities or statutory authority of any of the signatories or any other party over the management of water or its resources within southcentral Alaska. This MOU does not limit agencies, local governments, Tribes, or organizations in the collection or use of data for purposes other than that of the cooperative effort.

15. Modification: Modifications within the MOU shall be made by mutual consent of the Partners, by the issuance of written modification, signed, and dated by all Partners, prior to any changes being performed. This MOU is not intended to conflict with federal, Tribal, state, or local laws or regulations.

16. Outreach Coordinator: The CEMP Outreach Coordinator facilitates communications and information sharing among Partners, and helps educate citizens, groups, businesses, and governments about the CEMP Partnership and its activities. The Coordinator also helps identify funding sources and raises funds to further CEMP Partnership objectives. Partners agree to cooperate with the Coordinator with these and other duties including the planning of teleconferences, special events, and the CEMP Annual Conference.

17. Approval: This agreement is in effect as of March 1, 2010.

Citizens' Environmental Monitoring Program Partnership of Southcentral Alaska

Governance Principles

WHEREAS, the Citizens' Environmental Monitoring Program Partnership of Southcentral Alaska is a diverse coalition of groups, Tribes, governments, and agencies united in a common desire to promote community-based environmental monitoring throughout southcentral Alaska watersheds;

WHEREAS, the Partnership derives its strength from the unique nature and qualities of local groups and programs, and strives to enhance local monitoring capacity through regional coordination, training, information sharing and quality assurance and control; and

WHEREAS, the Partnership recognizes the need to adopt a decision-making framework which respects the uniqueness of local groups and programs, while also providing a fair, open and efficient means to collectively decide on the Partnership directions.

NOW, THEREFORE, THE MEMBERS OF THE CITIZENS' ENVIRONMENTAL MONITORING PROGRAM PARTNERSHIP OF SOUTHCENTRAL ALASKA DO HEREBY AGREE UPON THE FOLLOWING:

1. Every Partner Representative shall afford every Partner Representative a free and fair opportunity to express his or her opinion(s) on any issue relevant to the Partnership.
2. All substantial decisions affecting the CEMP Partnership shall be made on a consensus basis, except in the cases of the acceptance or removal of a Partner.
3. Any member may put an issue affecting the Partnership forward for discussion through a simple request to the Outreach Coordinator to do so, and such request shall be acted upon in a reasonable timeframe.
4. The Partnership may create, empower and dissolve committees as it sees fit; however, all decisions affecting the Partnership as a whole shall be made by the Partner Representatives.

Anchorage Waterways Council

Cherie Northon, Acting Executive Director

Signature: 

Date: 8-6-10

Cook Inletkeeper

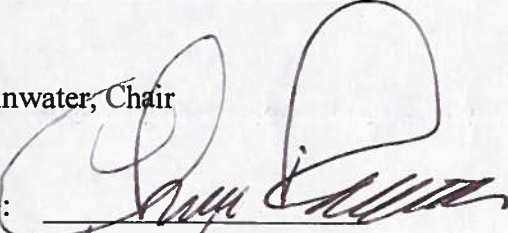
Bob Shavelson, Executive Director

Signature: 

Date: 11/2/11

Homer Soil and Water Conservation District

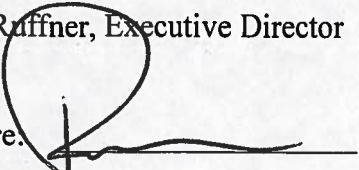
Chris Rainwater, Chair

Signature: 

Date: 11/20/10

Kenai Watershed Forum

Robert Ruffner, Executive Director

Signature: 

Date: 7/29/10

Matanuska-Susitna Borough

Elizabeth Gray Acting
~~John Duffy, Borough Manager~~

Signature: *Elizabeth Gray*

Date: 1-25-11

UAA Environment and Natural Resources Institute

Jeffrey Welker, Director

Signature: *Welker*

Date: 8/11/10

Wasilla Soil and Water Conservation District

John Schirack, Chair

Signature: *John Schirack*
by Carolyn DeSimone District Manager

Date: 6-22-10

Resurrection Bay Conservation Alliance


Mark Luttrell, President

Signature: *Mark Luttrell*

Date: 6/16/2010

Upper Susitna Soil and Water Conservation District

Chris Love, District Manager

Signature: 

Date: 7/13/2010