

Memorandum of Agreement
between
The United States Department of the Interior
National Park Service
Channel Islands National Park
and the
County of Santa Barbara

This Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of Interior, acting through the Superintendent of Channel Islands National Park (hereinafter “Park”), and the County of Santa Barbara (hereinafter “County”), California through the Chair of the Board of Supervisors.

ARTICLE I - BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide assistance in the maintenance and operation of an Automated Remote Weather Station (RAWS) on the foghorn building, Anacapa Island, Channel Islands National Park.

The Santa Barbara Channel is a unique body of water that on a regular basis has variable and rapidly changing weather conditions. In May of 2004, the Park installed the Anacapa weather station at the east end of the island. Presently the RAWS on Anacapa Island provides the only weather data available from the east end of the channel, the most heavily traveled portion of the channel for mariners. The Anacapa Island RAWS serves the mariner by providing constant weather conditions from Anacapa Island through the Marine 3 (162.475) frequency. This will aid the mariner by notifying them of potentially dangerous changes in wind conditions. Through satellite telemetry, the station also provides near real-time (1-hr) weather conditions through the world wide web at http://www.wrcc.dri.edu/channel_isl/index.html.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 16 U.S.C. § 6, which authorizes the Secretary, in administration of the NPS to accept patented lands; rights-of-way over patented or other lands, buildings, or other property within the various national parks and national monuments; and moneys donated for the purposes of the national park and monument system.

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Allow access to the Foghorn building on Anacapa Island, however, access may be temporarily denied to protect natural or cultural resources on a seasonal or intermittent basis.
2. Provide transportation to Anacapa Island for biannual sensor replacement, maintenance and repairs of the weather station during the regularly scheduled boat transportation to the island.
3. Include the weather station in the nationwide Remote Automated Weather Station system.
4. Ensure the station remains operational through the term of this Agreement with the following standards:
 - a. Maintaining the weather station to ensure it provides reliable, accurate, and consistent weather information.
 - b. Replacing weather station sensors biannually, monitoring the station through remote monitoring, and site-checks to ensure it provides continuous, accurate weather information.
5. Secure a maintenance agreement through the National Interagency Fire Center (RAWS Division) to provide replacement of weather sensors.
6. Seek long-term funding for continued operation and maintenance of the weather station instrumentation.

B. The County agrees to:

1. Provide funding to the NPS in the amount of \$14,000.00 for replacing sensors, maintenance, and incidental expenses of maintaining the Remote Automated Weather Station. One payment of \$2,800.00 will be made in July 2009, one payment of \$2,800.00 will be made in July 2010, one payment of \$2,800.00 will be made in July 2011, one payment of \$2,800.00 will be made in July 2012, and one payment of \$2,800.00 in July 2013 for a total of \$14,000.00.

C. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.

2. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV - TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V - KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Paula Power
Agreement Technical Representative
Channel Islands National Park
1901 Spinnaker Drive
Ventura, CA 93001
Telephone No. (805) 658-5784
E-mail: paula_power@nps.gov

Yvonne Morales
Contracting Officer
Channel Islands National Park
1901 Spinnaker Drive
Ventura, CA 93001
Telephone No. (805) 658-5723
E-mail: yvonne_morales@nps.gov

2. **For the County of Santa Barbara**

Kathy Pfeifer
County of Santa Barbara
Planning & Development, Energy Division
123 E Anapamu St
Santa Barbara, CA 93101
Telephone No. (805) 568-2000

- B. **Communication** – The County will address any communication regarding this Agreement to the key officials and to the Superintendent of the Park. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Agreement Technical Representative.

- C. **Changes in Key Officials** – Neither the NPS nor the County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI - FUNDING

Pursuant to Article III.B., County shall pay by check made payable to the Department of the Interior, National Park Service, on the following schedule:

July 1, 2009 (FY 09)	\$2,800.00
July 1, 2010 (FY 10)	\$2,800.00
July 1, 2011 (FY 11)	\$2,800.00
July 1, 2012 (FY 12)	\$2,800.00
July 1, 2013 (FY 13)	\$2,800.00
Total Funding	\$14,000.00

ARTICLE VII - PRIOR APPROVAL

Not Applicable

ARTICLE VIII - REPORTS AND/OR DELIVERABLES

Data from the Anacapa RAWs are transmitted by satellite to the Bureau of Land Management National Incident Fire Center (BLMNIFC) in Boise, Idaho. The data are available to both parties in the agreement and to the public through the BLMNIFC Western Regional Climate Center's website at http://www.wrcc.dri.edu/channel_isl/index.html.

Additionally, NPS will provide COUNTY with annual reports on June 1st of 2009, 2010, 2011, 2012, and 2013:

- (a) reporting on number of days Anacapa RAWs has transmitted data to BLMNIFC during the previous year, and
- (b) requesting the \$2,800 payment.

ARTICLE IX - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Weather equipment purchased as part of this Agreement will be NPS property and will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X - MODIFICATION / TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI -- STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product or considers the County's product to be superior to other products or services.

C. Public Information Release

Publication of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII - SIGNATURES

This Agreement between COUNTY and NPS shall be effected upon full execution of the parties.

APPROVED:

NATIONAL PARK SERVICE

By: _____
Russell E. Galipeau, Jr., Superintendent
Channel Islands National Park

Date: _____

ATTEST:

MICHAEL F. BROWN
Clerk of the Board

By _____
Deputy Clerk of the Board

APPROVED:

COUNTY

By: _____
Joseph Centeno, Chair
County of Santa Barbara
BOARD OF SUPERVISORS

Date: _____

APPROVED AS TO FORM:

DENNIS A. MARSHALL,
County Counsel

By _____

**APPROVED AS TO
ACCOUNTING FORM:**

ROBERT GEIS
Auditor-Controller

By _____

**APPROVED AS TO
INSURANCE FORM:**

RAY AROMATORIO
Risk Program Manager

By _____