

MEMORANDUM OF UNDERSTANDING
For
South Sound Shellfish Recovery Grant
Near Term Action (NTA) 2.0 Project Deliverables

THIS AGREEMENT is made and entered into by Mason County Public Health (MCPH) hereinafter referred to as the "administrator" and the Squaxin Island Tribe (SIT), also referred to as the "partner".

THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE the South Puget Sound area residents with field work and analysis that addresses water quality and water protection issues. MCPH wishes to enter into this Agreement with SIT to provide: a Quality Assurance Project Plan specifically for continuous sampling, water sample collection and testing, and technical expertise for data entry into GIS and STORET. These activities will help carry out the mission of South Sound Shellfish Recovery in an efficient and effective manner.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. ADMINISTRATOR-Agrees to:

a. Provide reimbursement up to \$18,500 in calendar years 2019 and 2020 to be applied toward the cost of water sample analysis, supplies, and SIT staff salary and benefits for STORET uploads, a Quality Assurance Project Plan, and sample collection. This work is funded through a grant ending on June 30, 2020. All work is to be completed and invoices to be provided to MCPH by June 1, 2020. MCPH will provide payment to SIT within 45 days of receipt of invoice.

2. PARTNER- Agrees to:

a. Provide to MCPH on a quarterly basis an invoice for SIT's share of salary and benefits contribution.

b. Perform the following deliverables:

- Develop a QAPP addendum for continuous sampling;
- Carry out bacterial (and possibly turbidity and nitrate) water quality sampling in freshwater tributaries;
- Deliver water quality samples to Manchester Environmental Lab for analysis;
- Update ADMINISTRATOR quarterly on progress; and
- Enter water quality data for Mason County and Squaxin Island Tribe into the STORET data system.

c. Provide data entry into the Financial and Ecosystem Accounting Tracking System (FEATS) report by March 25th and September 25th each year.

4. TERM- The current funding for this work is from a grant that ends on June 30, 2020. The term of this Agreement begins on January 1, 2019 and lasts through June 30, 2020.

5. RECORDS MAINTENANCE - The partner shall maintain all records with regard to this Agreement. Said records shall be made available to the administrator upon request.

6. AMENDMENTS - This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the parties signatory to this Agreement.

7. NO WAIVER- By executing this Agreement, no signatory hereto waives any immunity or sovereign immunity that it has, and neither a grantee nor any other individual or entity is or shall be deemed a third-party beneficiary of this Agreement.

8. TERMINATION-

This Agreement shall remain in full force and effect during its term unless terminated by either party as provided in this Agreement, and shall be subject to renewal by written agreement of the parties at the end of its term .

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of its intent to terminate. The Parties agree to meet within ten days of such notice, or such time as may be mutually agreed to by the parties and negotiate in good faith to resolve their dispute.

8. GOVERNANCE- This Agreement is entered into pursuant to and under the authority of RCW Chap. 39.34 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
a. Applicable state and federal statutes and rules;
b. Any other provisions of the Agreement, including materials incorporated by reference.

9. ALL WRITINGS CONTAINED HEREIN - This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.


IN WITNESS WHEREOF, the parties have executed the Agreement.

MASON COUNTY PUBLIC HEALTH:



Kevin Shutty, Chair Board of County
Commissioners

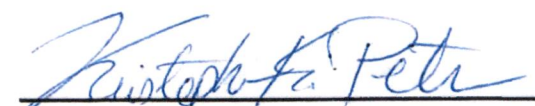
Reviewed by (as to form):



Tim Whitehead, Chief Deputy Prosecuting
Attorney

Contact: Alex Paysse, MCPH
Phone: 360-427-9670, ext. 279.

SQUAXIN ISLAND TRIBE:



Kristopher K. Peters
Tribal Administrator
10 SE Squaxin Lane
Shelton, WA 98584