

1989987 MASON CO WA

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SQUAXIN ISLAND #54763 Rec Fee: \$67.00 Pages: 6



Name and

Return Address

Squaxin Island Legal Dept.
3711 SE Old Olympic Hwy
Shelton WA 98584

DOCUMENT TITLE (S)

Inter Governmental Agreement (2 originals)

REFERENCE NUMBER (S) of related documents

Additional Reference #'s on page _____

GRANTOR (S) Last, First and Middle Initial

Mason Co & Squaxin Island Tribe

Additional Grantors on page _____

GRANTEE (S) Last, First and Middle Initial

Public

Additional Grantees on page _____

LEGAL DESCRIPTION (Abbr. Form: quarter/quarter, section, township & range, plat, lot, & block)

Additional Legal Descriptions on page _____

PARCEL NUMBER

Inter-Governmental Agreement

AN INTER-GOVERNMENTAL AGREEMENT BETWEEN MASON COUNTY, LOCATED IN THE STATE OF WASHINGTON, AND THE SQUAXIN ISLAND TRIBE, A FEDERALLY-RECOGNIZED INDIAN TRIBE, TO ESTABLISH A POLLUTION IDENTIFICATION AND CORRECTION PROGRAM AND PIC STEERING COMMITTEE FOR SOUTH PUGET SOUND

WHEREAS, RCW 39.34.010 permits Mason County, a local governmental unit, to make the most efficient use of its powers by enabling the county to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the local community; **and**

WHEREAS, pursuant to RCW 39.34.080, Mason County is authorized to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties; **and**

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its Treaty resources and rights, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; **and**

WHEREAS, the Squaxin Island Tribe reserved the right of taking finfish and shellfish at all usual and accustomed grounds and stations together with the privilege of hunting, gathering roots and berries in the 1854 Treaty of Medicine Creek. These reserved rights compel co-management with the State of Washington of upland, riparian and instream habitat, streamflow and water quality necessary to support abundant fish, wildlife and native plant populations; **and**

WHEREAS, the usual and accustomed grounds and stations of the Squaxin Island Tribe include all marine waters south of the Tacoma Narrows (South Puget Sound) and all uplands tributary to these waters; **and**

WHEREAS, the Mason County portion of South Puget Sound is home to marine waters that support some of the most productive shellfish beds in the world. This abundant resource has sustained and continues to sustain the culture and traditions of Squaxin Island ancestors for millenia, and enables the shellfish industry to be a vital force in the local economy; **and**

WHEREAS, opportunity to harvest shellfish in Mason County has been and continues to be threatened primarily by nonpoint source water pollution; **and**

WHEREAS, the Mason County Public Health and Human Services Department applied for and, with the advocacy and promised partnership with the Squaxin Island Tribe Natural Resources Department, will receive a Pollution Identification and Correction (PIC) grant from the Washington State Department of Health (DOH) to protect water quality in South Puget Sound; **and**

WHEREAS, both Parties share a strong, mutual interest in promoting the health of South Puget Sound, and wish to memorialize our good faith intentions to work together to protect and enhance the opportunity to harvest shellfish for commercial, recreational, ceremonial and subsistence purposes in perpetuity.

NOW, THEREFORE, in consideration of the mutual interests contained herein, Mason County (COUNTY) and the Squaxin Island Tribe (TRIBE) agree to the following:

1. COUNTY will administer a PIC grant from DOH.
2. COUNTY and TRIBE shall jointly convene and co-chair a PIC Steering Committee to provide advice & assistance to the COUNTY health director and health officer.
3. The PIC Steering Committee shall have the following responsibilities:
 - a. Revise PIC standard operating procedures (SOP's) as needed.
 - b. Review and comment on:
 - i. Required U.S. Environmental Protection Agency (EPA) quality assurance project plans (QAPP) & annual quality assurance reports.
 - ii. Onsite sewage system (OSS) operation & maintenance (O&M) status reports & maps.
 - iii. All water quality data & OSS sanitary survey reports & maps.
 - iv. Alleged agricultural (AG) water quality violations, complaints or referrals.
 - c. Recommend to COUNTY:
 - i. Focal geography for PIC program.
 - ii. Corrective actions and responsible agencies.
 - iii. Enforcement actions (to COUNTY health officer for OSS or to Washington State Department of Ecology (DOE) for AG).
 - d. Verify compliance with water quality standards after corrective actions implemented.
 - e. Brief shellfish protection districts on progress.

4. COUNTY shall have the following responsibilities:
 - a. Send O&M reminders to OSS owners and manage returned data.
 - b. Develop nonpoint ordinance for Board of County Commissioners' consideration.
 - c. Write EPA QAPP for PIC program.
 - d. Implement PIC SOP's.
 - e. Enforce OSS regulations per RCW 70.118.185 & County Code.
 - f. Refer alleged AG water quality violations or complaints to DOE.
 - g. Report OSS compliance/noncompliance to Steering Committee.
 - h. Fulfill public disclosure requests.

5. TRIBE shall have the following responsibilities:
 - a. Act as quality assurance officer & write annual data quality summary reports.
 - b. Continue early warning system water quality monitoring.
 - c. Investigate and refer alleged water quality violations or complaints as needed.
 - d. Monitor compliance with water quality standards after corrective actions implemented.
 - e. Enter water quality data into EPA STORET.
 - f. Provide geographic information system support.

6. COUNTY and TRIBE shall invite other agencies to participate and fulfill the following functions:
 - a. Washington State University Extension:
 - i. Implement public involvement & education program.
 - b. DOH:
 - i. Monitor marine water quality.
 - ii. Classify shellfish growing areas.
 - iii. Investigate alleged water quality violations or complaints per RCW 43.70.185.
 - c. DOE:
 - i. Investigate alleged AG water quality violations or complaints.
 - ii. Refer AG water quality violations to Mason Conservation District (MCD) for voluntary compliance.
 - iii. Enforce water quality standards for AG violations per RCW 90.48.120.
 - d. MCD:
 - i. Provide AG technical assistance.
 - ii. Report alleged AG water quality violations to DOE.
 - iii. Report AG compliance/non-compliance to Steering Committee.

7. Nothing in this AGREEMENT shall be deemed or construed as a waiver of either Party's sovereign immunity, and no other entity or individual shall be deemed to be a third party beneficiary of this AGREEMENT.

8. This AGREEMENT shall be governed by the laws of the State of Washington as to interpretation and performance.
9. This AGREEMENT shall remain effective until the DOH PIC grant to COUNTY for South Puget Sound is terminated.
10. This AGREEMENT contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the Parties hereto with respect to the subject matter hereof.
11. This AGREEMENT may not be amended orally, but only by an agreement in writing signed by the Parties hereto.
12. Any notice required under this AGREEMENT shall be to the Party at the address listed below and shall become effective as of the date of deposit in the United States Postal Service.

MASON COUNTY Health Services
 Attn: Health Services Director
 PO Box 1666
 Shelton, WA 98584

SQUAXIN ISLAND TRIBE
 Attn: Natural Resources Director
 Squaxin Island Tribe
 2952 SE Old Olympic Hwy
 Shelton, WA 98584


This AGREEMENT to establish a PIC Program for the South Puget Sound portion of Mason County and a PIC Steering Committee is entered into between the COUNTY and the TRIBE and shall take effect on the date of the last authorizing signature affixed hereto:

APPROVED:


BOARD OF COMMISSIONERS
 MASON COUNTY, WASHINGTON


BY: 
 COUNTY HEALTH SERVICES DIRECTOR


 Chairperson


 Commissioner

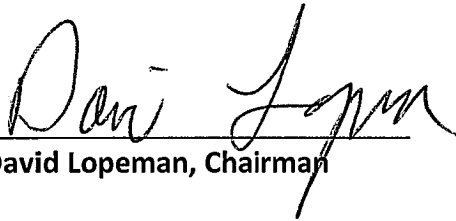
APPROVED AS TO FORM:


 County Prosecutor

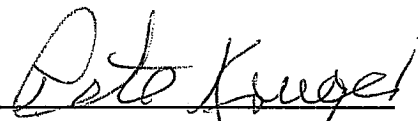

 Commissioner

CERTIFICATION

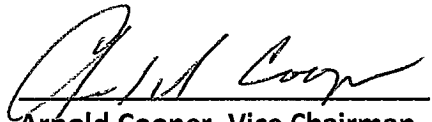
The Squaxin Island Tribal Council does hereby certify that the foregoing Inter-governmental Agreement was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12th day of April, 2012, at which time a quorum was present and was passed by a vote of five (5) for and zero (0) against with zero (0) abstentions.



David Lopeman, Chairman

Attested by: 

Pete Kruger, Secretary



Arnold Cooper, Vice Chairman