



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 20- 09 of the SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, 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;

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 tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe;

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government;

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

WHEREAS, the Squaxin Island Tribal Council finds that the regulation of business activities on all lands within the jurisdiction of the Squaxin Island Tribe is essential to the health and welfare of the Squaxin Island Tribe and its members;

WHEREAS, the Squaxin Island Tribe and the Washington Department of Ecology entered into an Interagency Agreement with the Washington Department of Ecology for Ecology to provide laboratory services related to the collection and analysis of fecal coliform bacteria and associated general chemistry parameters;

WHEREAS, the grant agreement contains a limited waiver of sovereign immunity regarding any disputes related to the agreement;

WHEREAS, in order to induce the Department of Ecology to complete and execute the agreement, it was necessary for the Tribal Council to approve the terms of the agreement; to authorize execution of any and all documents required; and to issue a limited waiver of sovereign immunity;

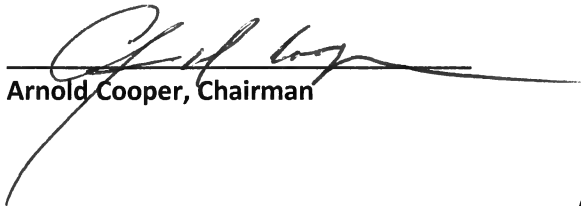
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council ratifies its decision to enter into the attached agreement with the Department of Ecology to provide laboratory services to the Tribe;

NOW THEREFORE BE IT RESOLVED, the Tribal Council ratifies its decision to specifically limit its waiver of sovereign immunity for the purposes of this agreement to the limited waiver as stated in Section 12 (Limited Waiver of Sovereign Immunity) of this agreement;


12. LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Squaxin Island Tribe, for the purposes of this IAA, grants Ecology a limited waiver of sovereign immunity for arbitration as described in Section 7 (Disputes). Such waiver is limited solely to equitable remedies and/or recovery of damages up to \$40,000 under this IAA and during its term. Such waiver is only for arbitration and state court proceeding to, if necessary, enforce any arbitration decision; is only as to Ecology; and may not be assigned, or otherwise transferred to any third-party.

CERTIFICATION

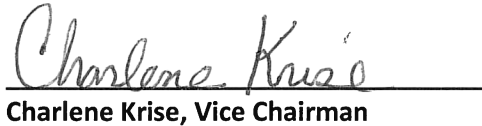
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12 day of March 2020, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



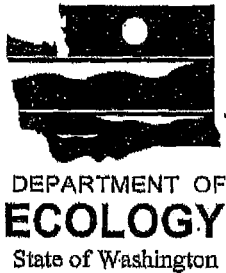
Arnold Cooper, Chairman

Attested by: 

Jeremie Walls, Secretary



Charlene Krise, Vice Chairman



IAA No. FY20-10-01

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE SQUAXIN ISLAND TRIBE

THIS INTERAGENCY AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the SQUAXIN ISLAND TRIBE hereinafter referred to as the "SIT" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide laboratory services to SIT as authorized by sections RCW 39.34.080.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

ECOLOGY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on October 1, 2019 and be completed on September 30, 2022, unless terminated sooner as provided herein. Current IAA FY19-10-01, shall remain in effect until this agreement is signed. Once signed FY20-10-01 replaces FY19-10-01.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment to the RECIPIENT is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed \$50,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein. SIT will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

ECOLOGY will submit all invoices to the attention of at the following address:

Erica Marbet
Water Resources Biologist
Squaxin Island Tribe
200 SE Billy Frank Jr. Way
Shelton, WA 98584

Payment to ECOLOGY for the approved and completed work will be made within 30 days of receipt of properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date.

5) AGREEMENT ALTERATIONS AND 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 personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by an arbitrator in the following manner: The parties to this Agreement shall jointly select an arbitrator. The arbitrator shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the arbitrator shall be unappealable, final, and binding on the parties hereto.

8) GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. 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. Statement of Work and Budget; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

9) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

11) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the SIT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12) LIMITED WAIVER OF SOVEREIGN IMMUNITY

The Squaxin Island Tribe, for the purposes of this IAA, grants Ecology a limited waiver of sovereign immunity for arbitration as described in Section 7 (Disputes). Such waiver is limited solely to equitable remedies and/or recovery of damages up to \$40,000 under this IAA and during its term. Such waiver is only for arbitration and state court proceeding to, if necessary, enforce any arbitration decision; is only as to Ecology; and may not be assigned, or otherwise transferred to any third-party.

13) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

14) TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

15) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

16) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

APPENDIX A

Statement of Work and Budget

ECOLOGY will provide the necessary sample containers, sample coolers for transport, blue ice (if needed), and laboratory chain of custody/sample submittal paperwork to SIT for the collection of fecal coliform bacteria and associated general chemistry parameters. Please be aware that some sample bottles may contain a small amount of sample preservative. Please use caution when opening the bottles and collecting the samples. SIT will be responsible for delivering or shipping the samples to the laboratory or ECOLOGY headquarters and insuring adequate ice is used to keep the samples at 0-6 degrees C (not frozen) during transport. Same day delivery or overnight shipment will be required for delivery at the laboratory Monday through Thursday. Properly preserved microbiology (<10 C) samples have an analytical holding time of 24 hours from collection to analysis. ECOLOGY requests receipt of samples with at least 5 hours remaining on the holding time for the earliest collected samples in the delivery group.

ECOLOGY will provide analytical results to SIT in sample batches (no more often than weekly) as received. Data packages will be provided within 21 days from the last date of receipt for each sample batch; 30 days for organic parameters.

Additional parameters may be added to this scope of work so long as the parameter and prices are agreed upon by ECOLOGY and SIT prior to the initiating of the sample analysis and so long as it does not exceed the maximum amount of dollars authorized by this agreement **\$50,000**.

<u>Parameter</u>	<u>Project Statement Analysis Description</u>	<u>Cost/Sample</u>
Fecal Coliform	FCMF	\$ 25.00
Fecal Coliform MPN (sed)	FCMPN	\$ 90.00
E. coli and Fecal Coliform	ECMF-FCMF	\$ 42.00
% Solids determination	PCTSOL	\$ 11.00
Nitrate	N03	\$ 15.00
Nitrate+Nitrite	N03N02	\$ 18.00
Ammonia	NH3	\$ 18.00
Total Suspended Solids	TSS	\$ 15.00
Total Phosphorus	TP8	\$ 24.00
Suspended Sediment Concentration	SSC	\$ 20.00
Turbidity	TURB	\$ 12.00
Total Organic Carbon	TOC70	\$ 50.00
Grain Size (Silt/Clay)	GRNSZ	\$ 50.00
Poly Aromatic Hydrocarbons (PAH)	PAH	\$200.00
Total Petroleum Hydrocarbons- Gas	TPHG	\$100.00
Total Petroleum Hydrocarbons- Diesel	TPHD	\$100.00
Total Metals (Copper, Lead, Zinc)	CU,PB,ZN	\$ 75.00
Dissolved Metals (Copper, Lead, Zinc)*	CU, PB, ZN-DIS	\$105.00
*Includes prepped low level filter		