

Memorandum of Understanding for Collaboration  
Between  
**Skagway Traditional Council**  
And  
**Municipality of Skagway**  
Promoting Joint Activities to Support Environmental Community Resilience

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between Skagway Traditional Council, a Federally recognized Tribal government, hereinafter referred to as “STC”, and the Municipality of Skagway, hereinafter referred to as “MOS”.

**I. PROGRAM BACKGROUND**

**Department of Environmental Conservation-BEACH grant**

The Beaches Environmental Assessment and Coastal Health (BEACH) Act of 2002 authorizes the Environmental Protection Agency (EPA) to fund marine pathogen monitoring programs in coastal recreation waters adjacent to public beaches. The Alaska Department of Environmental Conservation (DEC) administers EPA BEACH grant funds in Alaska, using a standardized survey to identify high priority (Tier 1) shorelines. In Skagway there are multiple public access points to marine waters that lie within the wastewater treatment mixing zone and have been classified as Tier 1 beaches. Currently bacterial testing is conducted by MOS on a quarterly basis, however STC has been selected to participate in weekly testing during the recreational seasons of 2023-24 under the DEC BEACH program.

**II. PURPOSE**

The purpose of this agreement is to initiate collaborative working relationship between the MOS and the STC to strengthen community resilience through grants, projects, and partnerships in the face of geohazards, extreme weather events, marine pathogens, airborne pollutants, and loss of biological diversity. Through participation in the BEACH program, STC and MOS will assess the quality of marine waters at public access points and develop a notification system for potential exceedances.

**III. RESPONSIBILITIES**

a. STC Responsibilities

- i. STC Environmental Department (ENVI) will develop a quality assurance project plan (QAPP) in accordance with DEC and EPA regulations, and a BEACH monitoring handbook to assist with beach assessments, sampling procedures, and protocols for public notification if contamination exceeds safety benchmarks.
- ii. During the summers of 2023-24, ENVI staff will create a sampling schedule, carry out all sampling activities, ensure timely delivery of samples to a state-certified lab, and report results to the EPA WQX database.

- iii. Prior to each sampling season, ENVI staff will conduct an educational outreach event to describe the program to interested community members and Tribal citizens. Findings and test results will be presented at the conclusion of each season.
- iv. ENVI staff will work with MOS and local stakeholders to develop a notification email list and signage for recreational beaches if contamination exceeds water quality criteria.
- b. MOS Responsibilities
  - i. To the extent allowed by law, MOS will provide reasonable access to Municipal recreational beaches for ENVI field staff, including access through the locked gate at Smuggler's Cove.
  - ii. MOS will assist STC with developing a notification list and public service announcement protocols for the community.
  - iii. MOS will negotiate reasonable terms with STC for posting signage at recreational beaches if sampling results exceed DEC water quality criteria.

#### **IV. USE OF INTELLECTUAL PROPERTY**

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

#### **V. FINANCIAL ARRANGEMENTS**

- a. This MOU is neither a fiscal nor funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulation, and procedures. Such activities will be documented in separate agreements, with specific projects between the parties spelled out. The separate agreements will reference this MOU. This MOU does not establish authority over this award to the partners or cooperator of any contract or other agreement.
- b. This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that their participation is required by a separate agreement, and resources are available.
- c. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- d. This MOU does not obligate the Parties to enter into any agreements, contracts, or other obligations. This MOU is not a binding contract. This MOU is not an agreement to agree.
- e. Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources in advance of the availability of appropriations from

Congress. Nor does this agreement obligate the Parties to spend funds on any project or purpose, even if funds are available.

**VI. NO JOINT VENTURE**

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture, or other such business arrangement, nor is the purpose of the Partners to enter a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

**VII. SOVEREIGN IMMUNITY AND FEDERAL TORT CLAIMS COVERAGE**

The Parties understand and agree that the Tribe is a federally recognized Indian tribe, which may possess sovereign immunity from suit. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Tribe, Tribal Council members, Tribal employees or other Tribal officials to the extent allowed by law.

**VIII. DISPUTE RESOLUTION**

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

**IX. EFFECTIVE DATE, AMENDMENTS, AND TERMINATION**

This agreement will become effective from the date of the last signature and will remain in effect until **February 28, 2025**, at which time it will expire unless extended prior to the expiration date.

Any signatory may terminate their involvement by providing ninety (90) calendar days written notice at any time before the date of expiration. This MOU may be amended, as necessary, by mutual consent of the signatories through a written amendment signed and dated.

**X. PROJECT REPRESENTATIVES**

- a. STC Representatives
  - i. Sara Kinjo-Hischer, Tribal Administrator
  - ii. Reuben Cash, Environmental Coordinator
- b. MOS Representatives
  - i. Brad Ryan, MOS Manager
  - ii. Emily Deach, MOS Deputy Manager

**XI. SIGNATURES**

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**Jaime Bricker, STC President**  
**Date** \_\_\_\_\_

\_\_\_\_\_  
**Andrew Cremata, MOS Mayor**  
**Date** \_\_\_\_\_