

RETURN ADDRESS

19136

Document Title(s)

MEMORANDUM OF UNDERSTANDING BETWEEN SQUAXIN ISLAND
TRIBE, CITY OF OLYMPIA, CITY OF LACEY AND CITY OF YELM
REGARDING BUDD INLET AND DESCHUTES WATERSHED RESTORATION

Grantor(s) (Last, First and Middle Initial)

SQUAXIN ISLAND TRIBE

CITY OF YELM

CITY OF OLYMPIA

CITY OF LACEY

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

SQUAXIN ISLAND TRIBE

CITY OF YELM

CITY OF OLYMPIA

CITY OF LACEY

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

22629220201

Additional parcel #s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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12/05/2011 01:49 PM
Thurston County Washington
CITY OF OLYMPIA

Agreement

Pages: 6



**MEMORANDUM OF UNDERSTANDING BETWEEN
SQUAXIN ISLAND TRIBE, CITY OF OLYMPIA, CITY OF LACEY AND CITY OF YELM
REGARDING BUDD INLET AND DESCHUTES WATERSHED RESTORATION**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 29th day of November, 2011 by and between the Squaxin Island Tribe, a federally recognized Indian tribe; the City of Olympia, a Washington municipal corporation; the City of Lacey, a Washington municipal corporation; and the City of Yelm, a Washington municipal corporation; collectively referred to herein as the "Parties."

WHEREAS, the Squaxin Island Tribe (herein referred to as the "Tribe") represents the successors in interest to the Indians who lived throughout southern Puget Sound since time immemorial and specifically the Steh-Chass band that resided around Budd Inlet and along the Deschutes River near what is now the City of Olympia, and has an elected Council of seven members that governs the Tribe; **and**

WHEREAS, the Tribe retained fishing, hunting and gathering rights in the Medicine Creek Treaty of 1854, and currently exercises those rights within the waters of Budd Inlet and the greater Deschutes Watershed, collectively referred to herein as the "Watershed;" **and**

WHEREAS, the City of Olympia, City of Lacey and City of Yelm, collectively referred to herein as the "Cities," will be performing mitigation actions within the Watershed upon approval of the following water right applications now pending before the Department of Ecology: Olympia (Certificates 8030, S2-001105C and Permit Number 10191), Lacey (Application Numbers G2-30248, G2-30249, G2-30250, G2-30251, G2-29304, G2-29165) and Yelm (Application Number G2-29085) (herein referred to as the "Applications"); **and**

WHEREAS, the Cities have had on-going discussions with the Tribe on the development of water rights mitigation plans; **and**

WHEREAS, the Cities intend to continue coordination with the Tribe on the implementation of water right mitigation actions; **and**

WHEREAS, the Parties have a collective interest in the protection and restoration of the Watershed and desire to memorialize a mutual, long term commitment to work together in good faith to steadily improve the biological health of the Watershed. The Watershed is depicted in the attached map (Attachment 1);

NOW, THEREFORE, The Parties agree to the following:

1. The Parties shall work together over the long term and in good faith to steadily improve the biological health of the Watershed.

2. To that end, the Parties shall jointly create a Budd/Deschutes Watershed Environmental Stewardship Coalition (herein referred to as the “Coalition”) with a mission to implement the commitments stated in this Agreement.
3. The Coalition shall be dedicated to fostering the recovery of an abundance of natural resources and the requisite environmental quality at the level necessary to support the culture and traditions of Tribal members, including fishing and shellfish harvest, and that improves the quality of life for all citizens of the region.
4. The Coalition may expand to include other jurisdictions, quasi-governmental entities and non-profit organizations engaged in environmental protection and restoration efforts within the Watershed.
5. The Cities’ performance of the actions contained in paragraph 6 below are contingent on achieving the Final Water Rights. The “Final Water Rights” means that the Applications are finally approved by the Department of Ecology, and either are beyond the time for filing any appeal, are not subject to any appeals, or any and all appeals have been finally resolved.
6. After occurrence of the Final Water Rights and during the initial term of this Agreement as defined in paragraph 8 below, the Coalition shall undertake the following actions:
 - a. The Cities shall collectively provide \$500,000 towards design, project management and construction of a restoration project or projects within the Watershed; each City will provide one-third of the funding (\$166,666) and perform actions as set forth below:
 - i. Within 60 days after the Final Water Rights, each City will appropriate its funding share (\$166,666) to a separate capital project account dedicated for Watershed restoration purposes.
 - ii. The Parties shall leverage the funding provided by the Cities to collectively pursue grants for a project or projects within the Watershed by using the funding from the Cities as match.
 - iii. Work with the Tribe, which shall provide project ideas, assist with project development, provide technical input and review, and support the permitting and implementation of a project or projects that the Parties jointly select.
 - b. The Cities shall consult with the Tribe on the implementation of water rights mitigation projects on tax parcel #22629220201 (formerly Smith Ranch property) purchased by the Cities in May 2011.
 - c. Beyond the water right mitigation projects noted in “b.” above, the Cities are open to other jurisdictions or organizations proposing and then implementing

additional restoration projects on the “Smith” property; the Cities will consult with the Tribe before approving or denying a proposal and in setting any necessary conditions.

- d. The Coalition will develop a long term strategic plan to achieve its mission.
7. The Tribe and each City will appoint a person to serve as the point of contact for purposes of representing their interests in this Agreement and to formally serve on the Coalition. The Parties’ representatives on the Coalition will conduct business on a consensus basis. The Coalition will meet at least once a year. The Coalition will adopt by-laws to govern such matters as other parties joining the Coalition and other items as necessary.
8. This Agreement will become effective on the date of final signature and terminate five years from the date of achieving Final Water Rights.
9. The parties intend to implement the long term strategic plan, and accordingly this Agreement may be extended in ten (10) year increments or otherwise upon mutual written agreement of all the Parties.
10. No amendment of or modification to this Agreement shall be deemed valid unless in writing and signed by all Parties.
11. The Parties enter into this Agreement in good faith and promise to perform their respective obligations. In the event of a breach of any of the provisions of this Agreement, each Party is entitled to pursue, after exhausting “step one” in paragraph 12a below, any and all remedies available at law and in equity in a court of competent jurisdiction.
12. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall use the following dispute resolution process.
 - a. Step One. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached the resolution shall be memorialized in a memorandum signed by all Parties which shall become an addendum to this Agreement. If a resolution is not reached within 90 days, the Parties may proceed to mediation.
 - b. Mediation. The mediator shall be chosen by agreement. The Parties will share equally the cost of the mediator. A successful mediation shall result in a memorandum agreement which shall become an addendum to this Agreement.

13. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective successors and assigns, as may be the case.

14. Each of the signatories hereto has authority to enter into this Agreement on behalf of the Party represented.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date and year written above.

SQUAXIN ISLAND TRIBE

By: _____

David Lopeman
Chairman

CITY OF OLYMPIA

By: _____

Doug Mah
Mayor

APPROVED AS TO FORM:

Tom Morrill, City Attorney

CITY OF LACEY

By: Tom Nelson
Tom Nelson
Mayor

APPROVED AS TO FORM:

[Signature]
Ken Ahlf, City Attorney

CITY OF YELM

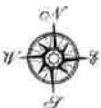
By: Ron Harding
Ron Harding
Mayor

APPROVED AS TO FORM:

P. Stephen DiJulio
P. Stephen DiJulio, Foster Pepper PLLC



Watershed Boundaries Are Approximate



CLSceto 2008
BMcTague 2011

Budd Inlet/ Deschutes River Watershed



The People of the Water
www.squaxinland.org