

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SQUAXIN ISLAND TRIBE
AND
THE CITY OF TUMWATER**

Guiding Principles

This Memorandum of Understanding ("MOU") dated April 4, 2023 is executed between the Squaxin Island Tribe ("Tribe") and the City of Tumwater ("City") (collectively, the "Parties") in order to better achieve mutual goals through communication, good faith, and respect between and among the Parties. This MOU provides a framework for strengthening the government-to-government relationship that exists today.

Each party to this MOU respects the sovereignty and political integrity of the other party and the authority for each party to exist and to govern. The Parties respect the values and cultures represented by each government and desire to memorialize a written agreement that reflects a full government to government relationship. The Parties agree to work in good faith to achieve the goals of this MOU.

PARTIES

The Tribe is a federally recognized Indian tribe with a primary seat of government located in Mason County and the Kamilche Valley. The Tribe is a party to the Treaty of Medicine Creek. The Tribe historically lived throughout the Southern Puget Sound, and in particular through the Steh-Chass people in and around the area now known as the City of Tumwater. The Tribe has a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare and resource management needs and interests of its members and Tribal lands. The Tribe owns certain property within the City of Tumwater that is expected to be transferred to the United States to be held in trust for the benefit of the Tribe.

The City is a municipal corporation of the State of Washington. The City has a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare and resource management needs and interests of its residents, businesses, and visitors.

GOALS

This MOU reflects the commitment of the Parties to honor their government-to-government relationship. The Parties intend to respect the sovereign status of the Tribe and decision-making role of the City, enhance and improve communications between the two parties, facilitate the resolution of issues, and create a framework to mutually improve the community

The ultimate purpose of this MOU is to improve communication and mutual understanding so that people are better served by decisions made by these governments.

To facilitate this purpose, the parties will implement a forum in which to discuss, review and recommend procedures to strengthen their government-to-government relationship. This MOU also provides a foundation for subsequent agreements between the parties that address specific tasks or resolve specific issues.

The parties recognize the contributions, both unique to and shared by the parties, that each make for the broad cultural, economic and historical heritage of the Tumwater area. Better communication and more systematic opportunities to work and celebrate together will encourage respect and understanding of the parties' different cultures, link people to their heritage, create economic opportunity, foster a sense of place, deepen community pride, encourage civility and empathy, and offer hope for the future.

The parties acknowledge that actions by the Tribe or by the City can affect the natural and cultural resources, security, and the economic wellbeing of the parties. Dialog on these issues will alleviate misunderstandings and potential conflict and foster an environment of mutual cooperation and protection.

The parties recognize that the Tribe has vital economic, cultural and spiritual interests that may be affected by City activities. The parties further recognize the City's own economic and cultural interests which may be influenced by activities of the Tribe. Communication on these matters will foster a mutual understanding of what each community brings to the region as a whole.

The parties acknowledge that success in achieving these respective goals, responsibilities and interests requires an express commitment by the parties to these goals and ideals and is therefore in the interests of both parties to establish a process that facilitates cooperation between the parties and provides methods for better communication, continued education and resolution of various issues.

The parties recognize that implementation of this MOU may require educational efforts to promote understanding of the government-to-government relationship within their respective organizations and with the public.

The parties understand the need to provide safe, effective and efficient municipal services and will work together to ensure those services are available without regard to jurisdictional boundaries.

IMPLEMENTATION

PROVISIONS AND DUTIES OF INTERGOVERNMENTAL COMMITTEE

Formation: The Tribe and City will form an Intergovernmental Committee ("Committee") to be comprised of elected officials of each party and their designated representatives. The Tribe and City recognize the Committee as the appropriate forum to review and discuss issues of mutual concern and propose specific agreements to their respective governments that outline actions, initiatives and policies to resolve issues of mutual concern. The Committee shall be formed and conduct its first meeting within sixty (60) calendar days of the date this MOU is fully executed.

Membership: The Committee shall include two (2) elected officials from each party selected by and subject to removal and replacement by their respective governments. One Committee member from each party will be designated by its government to serve as a co-chair of the Committee. The co-chairs will set meeting dates and places, develop agendas and produce and distribute materials required for meetings. When a Committee member cannot attend a meeting, they may send a designated representative to the meeting. The designated representative may be another elected

official or a management level employee of the party. At or before the first meeting of the Committee, each party will provide written notification identifying its members and its designated representative. Designated representatives may attend any meeting of the Committee, whether or not they are attending as a member's designate. Staff of both parties may attend as non-voting participants with the agreement of the parties.

Meetings: The Committee shall meet quarterly for two (2) years following the adoption of this MOU. The Committee may opt, by mutual agreement, to alter the frequency of meetings as circumstances warrant. At least three Committee members must be present to establish a quorum for a meeting at which business is transacted or motions are adopted. The Committee will record the minutes of each meeting, with the parties alternating this duty each quarter. The party recording the minutes will prepare draft minutes for review and approval by the Committee at its next meeting. Each jurisdiction will be responsible for compliance with any public meetings regulations, to the extent applicable.

Scope of Issues: Matters brought before the Committee will be issues of intergovernmental interest to the Tribe and City and may include but are not limited to matters such as economic wellbeing, land use regulation, infrastructure planning and development, environmental protection, cultural events, historical and cultural resources protection, fisheries and habitat restoration. The Committee will decide, based on mutual agreement, whether it will address a particular matter.

Decision-Making: The Committee shall have wide flexibility in the manner in which matters before the Committee are handled. The Committee will endeavor to achieve consensus on matters requiring action by their respective governments. When deemed useful, the Committee may engage a qualified and neutral individual to serve as a facilitator for a meeting or series of meetings. Any facilitator must be jointly selected with costs shared equally by both parties.

Technical Task Forces: The Committee may elect to delegate specific technical issues to task forces for information gathering, study, and/or analysis. The composition, scope and responsibilities of the task forces will be determined by mutual agreement of the Committee at the time it decides to form such a task force.

Amendment Procedures: The provisions of this MOU may be amended by mutual written agreement of the parties duly executed by the lawfully authorized officers or officials of each party.

Administration: Each party shall be responsible for administering the terms of this MOU. No separate legal entity is created by reason of entering into this MOU. No common budget is to be established. No personal or real property is to be jointly acquired or held. To the extent any party furnishes property for purposes of carrying out this MOU, such property will be returned to that party upon termination. Each party agrees to supply its own personnel and supplies. Each party shall budget for and finance its own participation unless a separate agreement is entered into.

Records: Each party shall be responsible for maintaining its own records and shall respond to records requests received by it directly. Additionally, each party agrees to cooperate to the fullest extent in providing records related to this MOU requested by the other party in order to respond to records requests.

Filing: Prior to its entry into force, this MOU shall be filed with the Thurston County

Auditor's Office or posted upon the parties' websites as required by RCW 39.34.040.

Notice: Any notice required under this MOU 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.

CITY OF TUMWATER
Attn: City Clerk
555 Israel Road SW
Tumwater, WA 98501

SQUAXIN ISLAND TRIBE
Attn: Legal Dep't
3711 SE Old Olympic Hwy
Kamilche, WA 98584

SOVEREIGNTY AND DISCLAIMERS

Each party respects the sovereignty of the other party. In executing this MOU, no party waives any rights, including treaty rights, immunities or jurisdiction. This MOU does not diminish any rights or protections; rather it seeks to strengthen the parties' collective ability to successfully resolve issues of mutual concern.

While the relationship described in this MOU provides increased ability to solve problems, it is not expected to resolve all issues. Inherent in the relationship is the right of each of the parties to elevate an issue of importance to its decision-making authority. Consistent with intergovernmental courtesy, a decision to elevate an issue of importance to its decision-making authority will only be made after reasonable written notification to the other party. Upon receipt of the notice, the Committee will cease any activity on the matter and the governing bodies of the parties shall directly address the matter if mutually desired.

TERMINATION OF AGREEMENT

Either party may terminate this MOU upon one hundred twenty (120) calendar days' written notice. Recommendations made by the Committee and all specific agreements executed by the parties during the term of this MOU shall survive the termination of this MOU and shall be binding on both parties and their successors.

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EFFECTIVE DATE

This MOU shall become effective upon authorized signatures by the parties below.

Dated: _____

CITY OF TUMWATER:
555 Israel Road SW
Tumwater, WA 98501

Dated: _____

SQUAXIN ISLAND TRIBE:
10 SE Squaxin Lane
Shelton, WA 98584

DEBBIE SULLIVAN
Mayor

KRISTOPHER PETERS
Chair

ATTEST:

ATTEST:

Melody Valiant, City Clerk

Patrick Braese, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Nathan Schreiner, Tribal Attorney