



## **CITY COUNCIL WORKSESSION MEETING AGENDA**

**Online via Zoom and In Person at  
Tumwater Fire Department  
Headquarters, EOC, 311 Israel Rd. SW,  
Tumwater, WA 98501**

**Tuesday, March 28, 2023  
6:00 PM**

1. Call to Order
2. Roll Call
- [3.](#) Thurston Economic Development Council Update (Austin Ramirez)
- [4.](#) Memorandum of Understanding with Squaxin Island Tribe (John Doan)
5. Mayor/City Administrator's Report
6. Adjourn

### **Meeting Information**

All Councilmembers will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

### **Watch Online**

<https://us02web.zoom.us/j/83561842185?pwd=NktFMVVkUIBFvFRb1BOMEg4ODk2Zz09>

### **Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 835 6184 2185 and Passcode 982386.

### **Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

### **Post Meeting**

Video recording of this meeting will be available within 24 hours of the meeting.

<https://tcmedia.org/channels.php>

### **Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us). For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us)

TO: City Council  
FROM: Austin Ramirez, Economic Development Manager  
DATE: March 28, 2023  
SUBJECT: Thurston Economic Development Council Update

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1) Recommended Action:

This item is for information only.

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2) Background:

The City has contracted with the Thurston Economic Development Council (EDC) for economic development services for years. These services include business retention, recruitment, and marketing activities; several business support programs for entrepreneurs, new businesses, and established businesses; economic analysis and market research, and; support on redevelopment efforts within the Brewery District.

The City and EDC are due to renew a new service provider agreement for 2023 and 2024. City and EDC staff will provide an update on existing business support programs and new regional economic development efforts.

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3) Policy Support:

Economic Development Plan Goal #2 – Retain and support existing businesses

Economic Development Plan Goal #8 – Encourage economic development that strengthens the Tumwater community

Strategic Goal and Priorities – Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

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4) Alternatives:

☐ None

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5) Fiscal Notes:

There is no funding associated with this item. A new Service Provider Agreement with the EDC for \$25,000 per year will go to Council following this worksession. This amount is available and included in the budget annually.

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6) Attachments:

None.

TO: City Council  
FROM: John Doan, City Administrator  
DATE: March 28, 2023  
SUBJECT: Memorandum of Understanding with Squaxin Island Tribe

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1) Recommended Action:

This is a briefing only, in anticipation of consideration at the April 4, 2023 Council Meeting.

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2) Background:

The City Council and Squaxin Island Tribe Council met on July 7, 2022, where they mutually expressed the desire to formalize their government to government relationship to better achieve mutual goals through communication, good faith, and respect. Staff from the City and Tribe have worked together to draft the attached Memorandum of Understanding that creates an overarching framework for the relationship. It establishes goals and an on-going intergovernmental committee that creates a space for City and Tribal collaboration and coordination on issues of economic well-being, land use regulation, infrastructure planning and development, environmental protection, cultural events, historical and cultural resources protection, and fisheries and habitat restoration. Along with the Memorandum of Understanding, is a Letter of Understanding that builds on the intent established in the Memorandum. The Letter is specific to the provision of services at 7249 Old Hwy 99, which is a new marijuana dispensary operated by the Tribe on trust land. The intergovernmental committee will be tasked with developing a more detailed service agreement for this and future Tribe properties within the City. Both the Memorandum and Letter will eventually require Council authorization.

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3) Policy Support:

Strategic Priority: Build a Community Recognized for Quality, Compassion, and Humanity  
Goal: Build and Enhance Tribal Relations

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4) Alternatives:

For discussion only.

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5) Fiscal Notes:

The attached Letter of Understanding provides for a \$2,500 annual contribution from the Tribe to the City toward defraying the costs of public services (primarily police, fire and emergency medical) for the next three years. After that time, the agreement may be revisited.

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6) Attachments:

- A. Memorandum of Understanding Between the Squaxin Island Tribe and the City of Tumwater dated April 4, 2023
- B. Letter of Understanding Between the Squaxin Island Tribe and the City of Tumwater dated April 4, 2023

**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

\_\_\_\_\_  
DEBBIE SULLIVAN  
Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
KRISTOPHER PETERS  
Chair

ATTEST:

\_\_\_\_\_  
Patrick Braese, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathan Schreiner, Tribal Attorney





## SQUAXIN ISLAND TRIBE

### Letter of Understanding

April 4, 2023

Debbie Sullivan, Mayor  
City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

Mayor Sullivan:

Pursuant to the Memorandum of Understanding Between The Squaxin Island Tribe And The City Of Tumwater dated April 4, 2023, the parties understand:

New tribal enterprises within the City of Tumwater will have needs for emergency services provided by the City of Tumwater. The City is a capable provider of those services, specifically law enforcement, fire, and emergency medical.

The Tribe will make a periodic contribution to the City to defray City costs associated with the development of the Tribe's current trust property within the City limits, including but not limited to law enforcement, fire, and emergency response, which will be provided to the property at the same level and quality as provided elsewhere in the community. Although the Tribe believes the economic benefit to the City arising out of the Tribe's presence will exceed any new costs, it is willing to make this good faith contribution to ensure positive government to government relations. The Tribe will therefore make an annual contribution of \$2,500 to the City. The City and Tribe agree that this amount shall be fixed for a period of three years with respect to the Tribe's current trust property, after which time they may discuss a change. The first payment will be made within 45 days of the effective date of this Letter. Thereafter, payment will be made on or before April 30 annually.

The parties acknowledge that there are legal and procedural issues related to the provision of public services, particularly law enforcement. The parties will utilize the framework established in the referenced Memorandum of Understanding to define and memorialize the resolution to those outstanding issues including providing services to additional Tribal properties.

The parties agree to work together to complete a structure to memorialize these issues within 120 days of the signing of this Letter.

Sincerely,

Kristopher Peters  
Chair

By my signature below, I am signifying my concurrence with the content of this Letter of Understanding.

Debbie Sullivan  
Mayor