



SEPTEMBER 3, 2015

CITY OF RICHLAND AND CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION (CTUIR)

GOVERNMENT TO GOVERNMENT MEETING



CTUIR

BOT Chairman
Gary Burke
BOT Vice-Chairman
Leo Stewart
BOT Treasurer
Aaron Hines
BOT Secretary
N. Kathryn Brigham
BOT General Council Chair
Alan Crawford
BOT Members
Armand Minthorn
Justin Quaempts
Robert Shippentower
Woodrow Star

City of Richland

Mayor
David Rose

Mayor Tem
Phillip Lemley

Council Members
Brad Anderson
Terry Christensen
Sandra Kent
Ed Revell
Bob Thompson

Confederated Tribes of the
Umatilla Indian
Reservation (CTUIR)
46411 Timine Way
Pendleton, Oregon 97801

CTUIR Board of Trustees and Richland City Council
Agenda
Sept. 3, 2015

- 10 a.m. Invocation and Introductions
- 10:10 a.m. Opening remarks by CTUIR Board of Trustees
Opening remarks by Richland City Council
- 10:20 a.m. Review of key points in the updated Memorandum of Understanding (CTUIR and City staff)
- 10:35 a.m. General topics of discussion / opportunities for collaboration (BOT/City Council)
- Cultural and Archaeological Resources
 - Environmental and Treaty Resources protection
 - Economic Development
- 11:30 a.m. Formal Signing Ceremony of the updated Memorandum of Understanding
- 11:45 a.m. Adjourn
- Noon Lunch at Tamastslikt Cultural Institute (BOT, City visitors and executive staff)

CTUIR Board of Trustees



Gary Burke,
BOT Chairman



Leo Stewart,
BOT Vice-Chairman



Aaron Hines,
BOT Treasurer



N. Kathryn Brigham,
BOT Secretary



Alan Crawford,
General Council Chair



Armand Minthorn,
BOT Member



Justin Quaempts,
BOT Member



Robert Shippentower,
BOT Member



Woodrow Star,
BOT Member

Executive Directors



Dave Tovey,
Executive Director



Debra Crosswell,
Deputy Executive Director

Key Points on General Topics of Discussion

COR – CTUIR - Government to Government Meeting

September 3, 2015

Cultural and Archaeological Resources

- Many cultural resources exist within the area of protection (1325 foot buffer area). Resources are more prevalent than previously thought, based on discoveries during recent projects
- Working with the CTUIR on protecting the resources builds a partnership that can have fruitful benefits for economic development relative to future projects within the City of Richland
- Working with the CTUIR on protecting the resources helps build awareness of the historic context for Richland. This will combat the idea that Richland “has no history” and isn’t a unique place
- Most resources are buried in the ground and will be uncovered during digging for construction, utilities, and irrigation

Environmental and Treaty Resource Protection

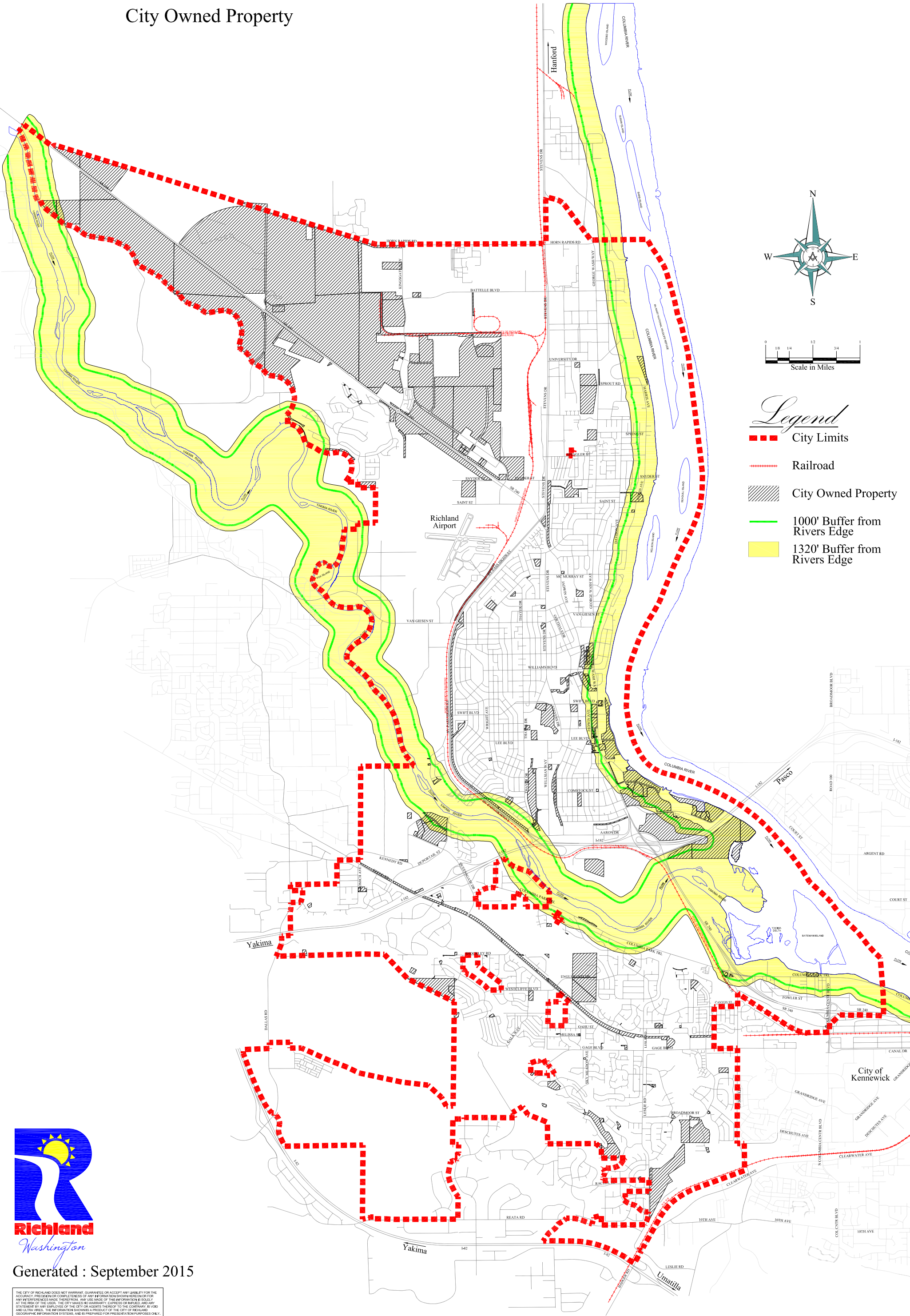
- Specifically protected treaty resources are limited to fishing, hunting, and gathering in the ceded territories
- The protected **treaty rights include access** to fishing, hunting, and gathering areas
- One key treaty right that has expired is a trading post at the confluence of the Yakima and Columbia Rivers*** However, this can be encouraged as a potential economic development project on our waterfront.
- Protection of fish habitat is important to the CTUIR
- One possible project is some type of fish hatchery or other resource development project

Economic Development

- Possible Projects for discussion, collaboration, or partnership
 - Columbia Point Trading Post – Destination/Tourism Retail Operation
 - Manufacturing/Industrial Development Project in North Richland
 - Solar Power Plant in North Richland
 - Commercial Development Project on Swift Blvd
 - Fish Hatchery on the Yakima River

City of Richland

City Owned Property



Legend

- City Limits
- Railroad
- City Owned Property
- 1000' Buffer from Rivers Edge
- 1320' Buffer from Rivers Edge



Generated : September 2015

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MEMORANDUM

TO: Richland City Council

FROM: Kerwin Jensen, Community Development Director

THROUGH: Cindy Reents, City Manager

DATE: August 26, 2015

SUBJECT: Updated Memorandum of Understanding with the Confederated Tribes of the Umatilla Indian Reservation

Background

In 1994 the City entered into a Memorandum of Understanding (MOU) with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). The purpose of the agreement was to facilitate the development of Columbia Point. The agreement helped the City navigate the cultural issues when various cultural artifacts and ancestral remains were discovered in the development of Columbia Point.

The essence of the 1994 agreement was to provide advanced notice for City projects along the riverfront. Upon receiving notice, the CTUIR provides the City with information regarding the likelihood of discovering cultural resources and provides recommendations for proper handling of those resources. Following this process demonstrates respect and goodwill with the CTUIR, who have an historic presence in the Richland area.

New agreement

The significant changes from the original agreement are the following two items:

1. Added an express desire to work together for economic development projects
2. Extended the distance from the rivers where the City provides notice

In addition to the above major items, a list of activity that is exempt from notice is added. Also, an expression of willingness to cooperate when pursuing grant funding for projects related to cultural resources, natural resources, and economic development.

More than 10 years ago, the CTUIR requested the City review and update the agreement because a variety of projects moved forward without their knowledge. Typically, when the CTUIR are notified through the standard process, they have very little time to review the project and ask for the greatest level of protections for potential resources. Providing earlier notice will allow the CTUIR the opportunity to review the projects further in advance.

Demonstrating an effective partnership regarding cultural resources has led to an interest from the CTUIR in working with the City on economic development projects. The CTUIR have been successful at developing industrial sites in Pendleton, Oregon. CTUIR would like to capitalize on that positive experience and work on sites in the Tri-Cities that will have a higher return for them because this region has a larger market. Economic development projects will help the City's tax base as well as demonstrate market success, which will result in further economic development activity in the City more generally. More specifically, this updated Agreement will facilitate future development in Columbia Point and the new industrial land the City will receive from TRIDEC in/after September, 2015.

This is, as was the original, a voluntary agreement and is non-binding. Entering into this agreement enables the parties to work collaboratively in the areas of cultural resources, natural resource protection, and economic development. The City will be able to demonstrate cross agency and cross cultural partnerships which is very attractive when seeking grant funds to support projects that will better Richland.

The following are key components of the MOU:

- Government to government meetings once a year
- Protection and education regarding cultural and archaeological resources
- Environmental protections and productive use of land and natural resources
- Voluntary sharing of information
- Notice and recommendations for mitigation
- Economic development activities and projects

The entire agreement is attached to this memo should you wish to review the details. If you have any additional questions regarding this matter, please contact me by phone or email: 509-942-7586 / kjensen@ci.richland.wa.us

Thank you.

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION BETWEEN
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
AND
THE CITY OF RICHLAND**

This Memorandum of Understanding (hereinafter “MOU”) is made by and between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe organized pursuant to its Constitution and Bylaws and its Treaty of 1855 (hereinafter “CTUIR”), and the City of Richland, a Washington municipal corporation and City of the First Class, (hereinafter “City”). Collectively, City and CTUIR may be referred to throughout this MOU as the “Parties.”

This MOU represents good faith voluntary commitments that are being made by the Parties in the spirit of cooperation and accommodation. The Parties are motivated by their belief that these commitments will mutually benefit the citizens of the Umatilla Indian Reservation and the City of Richland.

I. Recitals

WHEREAS, the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, is a sovereign governmental entity with an interest in the preservation, protection, and perpetuation of its cultural heritage and other rights under federal and state law, including Treaty rights on lands ceded by the Treaty of 1855 with the Walla Walla, Cayuse, and Umatilla tribes (hereinafter “Treaty”), or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the City of Richland is a First Class City incorporated under the laws of the State of Washington with all the powers granted to cities of the first class by the Constitution and general laws of the State and all powers implied thereby, located within the lands ceded by the Treaty of 1855 or otherwise within the CTUIR aboriginal use area; and

WHEREAS, the Parties entered into a Memorandum of Understanding for the Coordination of Tribal Involvement in the City of Richland’s Land Use Planning Process in 1994 (“1994 MOU”), and the Parties now desire to enter into a new MOU to replace that document; and

WHEREAS, the Parties share a mutual interest in educating the public regarding local culture, history, and the environment; and

WHEREAS, the Parties share a mutual interest in the protection of cultural and natural

resources consistent with CTUIR's recognized Treaty Rights and the City's jurisdiction over land within the geographical boundaries of the City of Richland's Growth Management Area, and;

WHEREAS, the Parties also share a mutual interest in encouraging economic activity that enables the Parties to better achieve their mutual and individual interests; and

WHEREAS, the Parties deem it to be in their mutual best interest to collaborate in the development of specific projects, activities, and procedures to achieve shared interests including economic development, natural and cultural resource protection and treaty related activities; and

WHEREAS, nothing in this MOU affects the legal rights of the Parties, nor shall it confer any jurisdiction on the City of Richland over the CTUIR or CTUIR over the City of Richland.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties declare their respective objectives as follows:

II. Terms of Understanding

A. Government-to-Government Relationship

1. The Parties desire to establish a government-to-government relationship for the purpose of discussing a range of shared interests, including, but not limited to, productive use of environmental resources, economic development, protection of cultural and natural resources, and the protection, management and exercise of Treaty Rights within the City of Richland and its urban growth boundary. The CTUIR, represented by its Board of Trustees, and the City of Richland, represented by its City Council, will meet annually during the month of August to review the status of projects and procedures developed to implement the Parties' shared interests. The Parties agree to alternate the hosting of this event, with the CTUIR to host in odd years and the City to host in even years.
2. In addition to the above annual meeting, the Parties agree to meet administratively, as deemed appropriate by the Executive Director of the CTUIR and the City Manager of the City of Richland, for the purpose of developing projects, activities, and procedures that will implement the vision of collaboration. For purposes of this MOU, an "administrative meeting" means a meeting between the management or staff from both Parties, exclusive of the governing boards or political appointees of either party.

B. Cultural & Archaeological Protections and Education

1. Under the 1994 MOU, a procedural manual to guide actions when encountering human remains was developed (hereinafter “Procedural Manual”). The Parties will work together to update the Procedural Manual to bring it current with relevant regulation, technology and information. The Parties will further ensure that the Procedural Manual does not conflict with applicable federal or state law, including RCW 68.50 related to Human Remains.
2. The Parties agree to cooperate, as necessary, when pursuing state and federal funding opportunities for the purpose of protection, preservation and perpetuation of cultural and natural resources, and for the development of cultural and archaeological educational programs related thereto.

C. Environmental Protections and Productive Use

1. The Parties recognize that each maintains interest in the land development process, and that each possesses the ability to influence the land development process. With this MOU, the Parties agree to cooperate, to the extent feasible, to encourage economic development opportunities and pursue projects for the protection of natural and cultural resources within the geographical boundaries of the City which are compatible with the CTUIR’s Treaty Rights.
2. The City will provide notice to the CTUIR of State Environmental Policy Act (SEPA) applications by including the CTUIR on the City’s permit notification distribution list. Further, should the CTUIR choose to make comments, the City will take into consideration CTUIR’s comments, including but not limited to comments related to the perceived impacts that an action might have on the CTUIR’s traditional hunting, fishing, and gathering grounds, cultural resources and ancestral remains.
3. The Parties agree to cooperate to identify, establish, and preserve access to traditional hunting, gathering and fishing grounds in accordance with the Treaty, as necessary and on a case by case basis.
4. The Parties agree to identify and pursue federal, state, and/or private funding opportunities for environmental protection, cultural protection, environmental educational programs, and cultural education programs, as feasible.

D. Voluntary Information Sharing

1. The City is committed to complying with all requirements of state and federal law with regard to notification obligations. To the extent that the following notifications are required by state or federal law, the City will continue to comply with the law as written or hereinafter amended. To the extent that the notice requirements are voluntary, the City, pursuant to this MOU, will provide the following notifications:
 - a. Include the CTUIR in distribution of State Environmental Policy Act (SEPA) and Washington Shoreline Substantial Development Permit notifications.
 - b. Provide the CTUIR with advance written notification of any non-emergency development or construction on municipally-owned property which involves subsurface disturbance to a depth of greater than 6 inches (below sod level) when such development or construction occurs within 0 to 1,320 linear feet of the mean high water levels of either the Columbia or Yakima Rivers.
 - i. Unless D.1.c applies, notifications are not necessary within 250 to 1,320 linear feet of the mean high water levels for: colocation of utilities in existing utility trenches; maintenance within existing irrigation trenches; excavation to access existing utility vaults; maintenance or replacement of existing roadway, curb, gutter, sidewalk and paved trails; replacement of existing landscaping within existing location within developed parks and right-of-way; stump grinding; or when notification was provided of the project within the prior five years.
 - ii. An expedited 14-day review of operational activities will occur for planting of new trees, installing concrete pads less than 14-feet in diameter, and installing signs requiring excavation of 5½ cubic feet or less.
 - iii. If items suspected to be cultural resources are observed, cease activities occurring within 100 feet of the discovery in order to protect the integrity of such resources and notify the CTUIR Cultural Resources Protection Program and Washington Department of Archaeology and Historic Preservation (DAHP). Reasonable steps shall be taken to secure the area. No cultural resources will be further disturbed or transported from its original location, unless determined necessary, in consultation with the CTUIR and DAHP.

- c. Provide advance written notification on any municipal project that includes direct federal funding, federal ownership, or when permitting would otherwise require compliance with the National Historic Preservation Act.
2. The CTUIR will voluntarily provide the City with the following information:
 - a. Map of published traditional places and names with cultural relevance. This list is not exclusive of all traditional places.
 - b. Educational resources describing traditional hunting and fishing practices.

E. Notice and Mitigation Recommendations

1. For proposed City projects within 1,320 lineal feet of the mean high water levels of either the Columbia or Yakima rivers, the following procedure will be followed:
 - a. Within 30 calendar days of receipt of notification, the CTUIR will advise the City in writing of all relevant concerns regarding the project, and include recommendations for efforts to identify the scope of potential impacts to cultural, natural or other Treaty resources and mitigation where it is clear that such impacts will result from the project. The CTUIR's failure to respond after receipt of notification shall not constitute a waiver of CTUIR's opportunity to provide input. The City may move forward with the project after 30 days have expired and no comments were received. Comments after the 30-day period may be considered if doing so would not unreasonably delay project implementation or if otherwise required by applicable state or federal law.
 - b. Upon receipt of written concerns from CTUIR and the corresponding mitigation measures, the City may elect to begin the project concurrent with implementing one of the CTUIR's recommended mitigation measures. Should the City determine that any of the recommended mitigation measures are unfeasible, the Parties agree to meet administratively to identify possible revisions to the project and/or additional mitigation options that will address the items of concern identified by the CTUIR while striving to minimize mitigation expenses.
 - c. Should a meeting become necessary, the Parties will meet as soon as practicable to complete a preliminary assessment of known resources and to develop recommendations, both substantive and procedural, for addressing issues identified by the CTUIR.

2. Any notice to the CTUIR required by this Memorandum of Understanding shall be directed to the Executive Director, Confederated Tribes of the Umatilla Indian Reservation, 46411 Timíne Way, Pendleton, OR 97801. Correspondence with the City of Richland shall be directed to the City Manager, City of Richland, P.O. Box 190, Richland, WA 99352.

F. Preference for Tribal Consultants

1. The City appreciates the value of knowledgeable consultants who possess true subject matter expertise. Therefore, when possible, the City will give preference to consultants who possess 1) Tribal affiliation and 2) knowledge of the Columbia Plateau when evaluating proposals from consultants to perform cultural and natural resource surveys, and subsurface testing, protection, or mitigation work as required under applicable law, or as otherwise deemed appropriate for projects identified under Section (D)(1)(b) of this MOU.
2. The City shall at all times comply with all laws prohibiting discrimination in the hiring process, and nothing in this Section shall be deemed to authorize or require the City to engage in any practice that violates state or federal discrimination laws.

G. Economic Development Activities and Projects

Understandings and Obligations of the Parties. The Parties hereby agree to undertake the following measures to achieve their common objectives of attracting and developing projects and activities when appropriate:

1. The Parties will review and coordinate on projects and activities that the Parties might have some interest in developing jointly.
2. Projects and activities may include development of property, including planning, land acquisitions, land transfers, and facilities development and construction, and/or development of services and infrastructure necessary to serve economic development properties the Parties have interest in.

H. Conflict Resolution

1. The Parties shall attempt in good faith to promptly resolve any dispute by discussion between their respective executives who have the authority to settle the controversy, and who are at a higher level of management than the persons with direct responsibility for administration of this MOU. Any party may give the other party

written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice of dispute, the receiving party shall submit to the other a written response. The notice and the response shall each include, with reasonable particularity: (a) a statement of each party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the responding party's written response to the notice of dispute, the executives of both Parties shall meet at a mutually acceptable time and place.

2. In the event that the Parties are unable to come to an understanding and resolve the dispute using the above resolution process, either party may cancel this memorandum upon giving 30 days' written notice to the other party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the 3rd day of September, 2015.

CITY OF RICHLAND

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

David W. Rose
Mayor

Gary Burke,
Board of Trustees Chairman

Cynthia D. Reents, ICMA-CM
City Manager

Approved as to Form:

Approved as to Form:

Heather Kintzley
City Attorney

Legal Counsel



MINUTES

JOINT RICHLAND CITY COUNCIL / CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION (CTUIR)

Richland City Library, 955 Northgate Drive, Richland, WA 99352

Thursday, October 4, 2012 ~ 10:30 a.m.

Welcome / Invocation / Introductions:

Mayor Fox welcomed the Board of Trustees and staff from the Confederated Tribes of the Umatilla Indian Reservation. Richland Council members and staff were introduced. Chairman Minthorn thanked Richland for holding the meeting and his Board members and staff were introduced.

Attendance:

Mayor Fox, Mayor Pro Tem Rose, Council Members Christensen and Lemley, City Manager Johnson, Deputy City Manager King, Parks and Recreation Director Schiessl, and Public Works Director Rogalsky were present.

CTUIR Chairman Les Minthorn, Board Members Fred Hill, Armand Minthorn, and Woodrow Star and Board Staff Carey Miller and Audie Huber were present.

Memorandum of Understanding for the Coordination of Tribal Involvement in the City of Richland's Land Use Planning Process

The existing agreement has been in place since 1994. While it has served both governments well, there was agreement that an update is needed. Chairman Minthorn suggested that the new agreement also address cooperation on economic development endeavors that would be of benefit to both the Tribes and the City.

Columbia Point South

Board member Armand Minthorn mentioned that there had been an inadvertent discovery of an ancestral grave at Columbia Point South. It was noted that the Richland Police Department had handled discovery correctly and Tribal officials were notified as soon as it was verified that it was not a crime scene. Council members indicated an interest in working with the Tribes to find appropriate uses for Columbia Point South that will respect the cultural sensitivity of the site. Richland's Park and Recreation Director Joe Schiessl discussed ideas being considered including the possibility of festival grounds. It was noted that the grounds could be used by the Tribes for ceremonies, fishing sites, or possible Pow Wows. Board member Fred Hill was identified as the contact for discussion about Pow Wows.

Projects of Interest

Chairman Minthorn described his work with the Columbia River Inter-Tribal Fish Commission. The Commission is considering projects to move the existing fall Chinook salmon produced under John Day mitigation funding farther upstream from present

locations. Approximately four million dollars is available for this project. One of the options under consideration is an acclimation facility to be built on the east side of the Yakima River just north of the I-182 Yakima River Bridge. Chairman Minthorn was concerned that Richland had not yet been consulted about this proposed project within its jurisdiction. After further discussion, the Richland Council agreed that the project seemingly has merit and agreed to write a letter supporting further study of this location. Also discussed:

- Richland Public Works Director, Pete Rogalsky gave a status update on the City's plans to build a bridge over the Yakima River on the Duportail alignment.
- Deputy City Manager Bill King reviewed joint plans that Kennewick and Richland have for improvements to Columbia Park West.
- Mr. King described the Richland Public Facilities District's plans to construct a campus of buildings on the site for the Hanford Reach Interpretive Center.
- Mr. Schiessl described improvements currently underway at Howard Amon Park and the City's future plans for the Park.

Economic Development Opportunities

Board and Council Members discussed potential benefits of cooperation on economic development projects. Chairman Minthorn mentioned his efforts to bring the annual convention of the Affiliated Tribes of Northwest Indians to Kennewick next year. It was also noted that both the CTUIR and the City have a common interest and potential concerns about rail transport of large quantities of coal through our region.

Lunch & Open Discussion

Informal discussions continued through lunch.

Adjournment:

The meeting ended at approximately 12:40 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

FORM APPROVED:

John Fox
Mayor

DATE APPROVED:

November 5, 2012

MINUTES OF THE RICHLAND CITY COUNCIL
SPECIAL JOINT MEETING NO. 1817 THURSDAY, April 26, 2007

At the request of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Board of Trustees, MAYOR WELCH called the Richland City Council special joint meeting to order early, at 1:05 p.m., in the Council Chamber.

MAYOR WELCH welcomed the CTUIR Board of Trustees representatives and staff to Richland and presented a special minted medallion featuring the CTUIR on one side and the City of Richland logo on the other side to each of the CTUIR representatives and staff.

ROLL CALL:

Council Members

Ed Revell	Present
Dave Rose	Present
Sheila Sullivan	Arrived at 1:22 p.m.
Rob Welch, Mayor	Present

CTUIR Board of Trustees and staff

Armand Minthorn	Present
Rosenda Shippentower	Present
John Barkley	Present
Teara Farrow	Present
Julie Longenecker	Present

Also present were Deputy City Manager for Community and Development Services King, Assistant City Manager Johnson, Parks and Capital Projects Manager Pinard, Parks and Facilities Manager Werner, and Deputy City Clerk Barham.

DISCUSSION ITEMS:

1. Columbia Point South

Council, CTUIR representatives, and staff briefly discussed fundraising activities for The Hanford Reach National Monument Interpretive and Heritage Center (The Reach) and how the CTUIR could partner with The Reach in developing the Interpretive Center.

Deputy City Manager King advised that The Reach Board of Directors had recently hired a Development Director for the fundraising efforts and the Board was seeking a permanent Executive Director at this time.

Armand Minthorn asked if the CTUIR could participate in the hiring process for the Executive Director.

COUNCIL MEMBER SULLIVAN arrived at 1: 22 p.m.

2. Howard Amon Park

Discussion ensued regarding the need to replace the failing underground irrigation system in Howard Amon Park, while protecting the CTUIR cultural resources that may be disturbed during the replacement of the irrigation system. They discussed the Section 106 process and whether the project fell under the U.S. Army Corps of Engineers (federal) jurisdiction or Washington State's jurisdiction. The original irrigation system predates the current laws protecting cultural resources. The CTUIR stated that the City must follow the law; however, they would work with the City to possibly offset some of the costs for completing the project.

3. Management of Yakima Delta

Council and the CTUIR discussed the possibility of a joint land management agreement for the Yakima Delta area. The general consensus was that the next step was to arrange a meeting with the U.S. Army Corps of Engineers to determine if a joint lease for the management of the Yakima Delta was feasible.

4. Memorandum of Understanding

While Council had just received a copy of the amended Memorandum of Understanding proposed by the CTUIR and additional time was needed to review it before any action was taken, Council and the CTUIR discussed the protection of Natural Resources such as the hillsides in the area. Clarification on fishing site access was also discussed. The CTUIR would provide a list of the fishing sites designated by the United States Congress to the City.

They also discussed conservation and one area the CTUIR believes they could improve upon was educating the public about the Tribes importance in specific areas of the region. It was suggested that The Reach Interpretive Center would be a good platform to provide that education to the public.

ADJOURNMENT:

The meeting adjourned at 2:48 p.m. The next joint meeting is scheduled for September 2007 and will be held in Pendleton, Oregon.

/s/ _____
DEBBY BARHAM
DEPUTY CITY CLERK

FORM APPROVED: /s/ _____
ROBERT A. WELCH
MAYOR

MINUTES OF THE RICHLAND CITY COUNCIL
SPECIAL JOINT MEETING NO. 1780 MONDAY, JUNE 5, 2006

A Special Joint Meeting with the Confederated Tribes of the Umatilla Indian Reservation Board of Trustees (CTUIR) was called to order at 2:30 p.m. at 73239 Confederated Way, Pendleton, Oregon.

ROLL CALL:

City Council Members

John Fox	Present
Rita Mazur	Present
Ed Revell	Present
Sheila Sullivan	Present
Rob Welch, Mayor	Present

CTUIR Board of Trustees

Antone Minthorn, Chairman	Present
Leo Stewart, Vice-Chairman	Present
Les Minthorn, Treasurer	Present
Kathryn Brigham, Secretary	Present
Armand Minthorn, Member	Present
Jay Minthorn, Member	Present
William Quaempts, Member	Present
Rosenda Shippentower, Member	Present

Also present were CTUIR General Council Chairman Barkley, CTUIR Communications Director & Deputy Executive Director Croswell, CTUIR Administration Office Manager Crane, CTUIR Cultural Resources Protection Program Manager Teara Farrow, City Manager Darrington, and Deputy City Manager for Community and Development Services King.

Antone Minthorn, CTUIR Chairman, welcomed the representative from Richland and MAYOR WELCH expressed appreciation for the long standing relationship between the two communities.

Armand Minthorn, CTUIR Member, stated it has been two years since the last joint meeting. The CTUIR and the City consistently met on an annual basis in the past. He discussed the importance of the Memorandum of Understanding and the need to rebuild the relationship between the CTUIR and the City.

Les Minthorn, CTUIR Treasurer, talked about the need to take a wide view and not just focus where the CTUIR and the City have had disagreements.

Kathryn Brigham, CTUIR Secretary, mentioned the successes the two governments have had working together to improve the salmon runs and protect the Hanford Reach.

DISCUSSION ITEMS:

1. Columbia Point South

Deputy City Manager King explained the City's long-standing plans for the portion of Columbia Point south of the I-182. He noted that the proposal to build the Hanford Reach National Monument Heritage and Interpretive Visitor Center (The Reach) was a perfect fit with the City's plans to keep this area as a cultural site. He mentioned that a selection committee representing all of the governments in the Tri-Cities had decided Columbia Point South was the best site for The Reach facility. He said the CTUIR was involved in the initial review of the cultural resources in the area and that both the City and the Richland Public Facilities District (PFD) wanted to work closely with the CTUIR to avoid disturbance of these resources. He provided a brief background regarding the formation of the PFD, how it is funded, and its mission to build The Reach facility. He explained the City granted the PFD a lease, which restricted the type of uses that could be built and required all structures must be at least 400 feet from the river's edge. He also mentioned that the City and PFD worked together to restrict vehicle access to the area in an effort to protect natural and cultural resources. He distributed The Reach brochure to CTUIR members.

Mr. King noted that the PFD has had considerable success in raising the \$30 million needed to construct the first phase of the project. Because some of the funding is from Federal sources, a 106 Process is required and formal consultation has begun. He explained the Federal Highway Administration would be the lead agency for this property and the City would also play a role in assuring that all requirements were addressed.

Armand Minthorn asked about the 106 Process, and noted the CTUIR wanted to be fully involved with the consultation. He indicated that the CTUIR consider Columbia Point South to be a traditional cultural property and is still opposed to the Columbia Point South location for The Reach project. He wants the CTUIR to be involved and wants to communicate directly with the City and not through Riverside Consulting or any other party. He wants to look at future planning and resources 50 to 100 years from now. The CTUIR would like to work the City on these issues.

Rosenda Shippentower and Les Minthorn, CTUIR Members, asked questions about the review process.

Mr. King stated the 106 Process would be handled through the Federal Highway Administration and all five tribes involved in this area would be consulted. As part of this process, integration measures would be considered.

Armand Minthorn stated the City was not notifying the CTUIR of all land use actions and yet there is Cultural Resources agreement between the City and the CTUIR.

Mr. King explained the Memorandum of Understanding (MOU) between the City and the CTUIR required the City to notify the CTUIR on any applications for State Environmental Protection Act (SEPA) or for shoreline permits.

Teara Farrow, Cultural Resources Protection Program Manager, further discussed not being fully notified of all land use areas and used the Howard Amon Park Irrigation project as an example of such a land use area that the CTUIR was not fully noticed on.

MAYOR WELCH agreed that the City would notify the CTUIR of land use actions per the MOU.

City Manager Darrington said it would be helpful to know if the City has not complied.

2. Howard Amon Park Irrigation Project

Mr. King indicated the City would like to replace the old irrigation system that regularly breaks down in the north part of Howard Amon Park. Because of artifacts discovered during the restroom excavation project, the Army Corps of Engineers (Corps) want to excavate one meter by one meter test pits six feet deep throughout the park. This would be both expensive and very disruptive to the use of the park. He felt the deep pits were unnecessary since the irrigation pipes would only be buried about 18 inches deep.

Teara Farrow said she believed it to be a large archeological site and the Corps requires additional steps for a cultural study with a cost of \$30 to \$40,000 during testing.

Armand Minthorn said the City, Corps and the CTUIR should meet together to discuss the short and long term plans for the park.

Les Minthorn wondered if it would be possible to simply replace the existing pipes in their present location.

Mr. King explained that the new design would require a different pipe layout. He offered to schedule another meeting with the CTUIR and the Army Corps of Engineers to discuss this issue.

3. Status of the Memorandum of Understanding

Armand Minthorn stated, since the drafting of the 1994 agreement, there have been many changes and the agreement language needs to be updated. For example, the CTUIR now has a different Cultural Artifacts policy. He suggested including provisions for annual meetings; and regular review of the Memorandum of Understanding.

MAYOR WELCH stated City Council was willing to consider any changes the CTUIR may suggest.

ADDITIONAL DISCUSSION ITEMS:

Armand Minthorn spoke about the agreement to erect a memorial at the burial site on the Columbia Point Golf Course (Chamna). The City had previously agreed to pay for a plaque once the CTUIR provided the plaque language. He also asked if the site could be dedicated to a particular individual.

Mr. King indicated that money had been budgeted two years ago for the plaque. The City would need to identify a new funding source now that the language for the plaque has been finalized and would proceed as quickly as possible.

Chairman Minthorn presented a commemorative medallion to MAYOR WELCH, which had significant meaning to the CTUIR; all Richland representatives were given CTUIR lapel pins as well.

The group decided to hold the next joint meeting in Richland, in October 2006, with the hope that a signing ceremony for the updated MOU and possible dedication of the plaque could occur.

ADJOURNMENT:

The meeting adjourned at 3:50 p.m.

/s/ _____
WILLIAM B. KING
DEPUTY CITY MANAGER

FORM APPROVED: /s/ _____
ROBERT A. WELCH
MAYOR

1994 MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING FOR THE COORDINATION OF TRIBAL INVOLVEMENT IN THE CITY OF RICHLAND'S LAND USE PLANNING PROCESS

This Memorandum of Understanding is made by and between the City of Richland (hereinafter referred to as "the City"), an incorporated first class City under the laws of the State of Washington and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), a federally recognized Indian Tribe organized pursuant to its Constitution and Bylaws and its Treaty of 1855 (hereinafter referred to as "the Tribes"). The City of Richland plans a similar Memorandum of Understanding with the Confederated Tribes and Bands of the Yakama Indian Nation, a federally recognized Indian Tribe pursuant to the Yakama Treaty of 1855.

The City is pursuing the sale and/or development of large tracts of municipal land at Columbia Point, Horn Rapids, and other areas as part of its economic diversification program. The City is also extending utility lines and other facilities to meet growing demand for municipal services. The City is also considering expansion of the City limits and its urban growth boundary into the existing Hanford Nuclear Reservation. The City must comply with the 1990 Washington State Growth Management Act in preparation of land use plans and infrastructure extensions.

The lands covered by this Agreement are either within the ceded territories of the Tribes or include usual and accustomed fishing sites historically used by members of the Tribes to engage in fishing activities.

The City recognizes the sovereignty of the Tribes and desires to establish a government-to-government relationship for the purpose of discussing and resolving cultural resource protection and Treaty rights exercise issues relating to the planning and development of municipally owned land. Moreover, the City recognizes its responsibility to fully comply with federal and state laws requiring consideration of impacts on natural, archaeological, historical, and cultural resources resulting from land development and use. For example, the Native American Graves Protection and Repatriation Act requires the proper treatment of human remains discovered in the course of land development and construction activity. In addition the City, via this Agreement, is voluntarily agreeing to actions which exceed current legal requirements. These extraordinary actions cannot be applied retroactively to previous City projects, nor are they binding beyond the time this Agreement is in force.

Respectful of each other's legitimate values and goals, the parties agree to adopt the following protocol establishing general notification and consultation procedures. Nothing in this Memorandum of Understanding limits or waives the jurisdiction or regulatory authority of any party.

1. As a means of improving access to information on development throughout Richland by private and government property owners, the City will include the Tribes in distribution of State Environmental Policy Act (SEPA) and Washington Shoreline Substantial Development Permit notifications.
2. The City will provide the Tribes with advance written notification by certified mail of any non-emergency development or construction on municipally owned property which involves subsurface disturbance within 200 feet of the mean high water levels of either the Columbia or Yakima Rivers or subsurface disturbance of more than 20,000 sq.ft. of area and which lies between 200 and 1,000 ft. of the mean high water levels of either the Columbia or Yakima Rivers. It is anticipated that most, if not all, of those areas the Tribes might consider culturally sensitive would fall within these riparian corridors. In addition, the City will also provide the same advance written notification on any municipal project that includes any direct federal funding, or permitting which would invoke the National Historic Preservation Act.
3. For municipal property development projects perceived by the Tribes to affect cultural resources, the following procedure will be followed:
 - (a) Within 30 calendar days of receipt of the certified mail notification described in Paragraph 2, the Tribes will advise the City by return certified mail of concern in the project. If the City is successful in establishing a similar MOU with the Confederated Tribes and Bands of the Yakama Indian Nation, letters of interest might be received from more than one Tribe. Unless otherwise determined by mutual agreement of the Tribes, the City will assume each Tribe has equal standing. The letter(s) to the City will document the existence (or reasonable expectation) of significant cultural resources at the proposed development site. Failure to send a response after notification would be interpreted by the City as no concern by the Tribes.
 - (b) Having been so notified, the City will initiate the convening of the "Project Working Group" of tribal and municipal representatives to address identified concerns. Depending on interest by the Tribes, the Working Group will consist of the Richland Mayor (or designee from the City Council), and the Chairman of the Umatilla Board of Trustees (or designee from the Board). The Chairman of the Yakama Indian Nation Tribal Council (or designee from the Council) may also be included should they choose to participate under the terms of an MOU. In addition, the City and Tribe(s) may assign staff to assist the Project Working Group.

- (c) All parties will endeavor to conduct the first meeting of the Project Working Group as soon as practicable and complete a preliminary assessment of cultural resource issues within 30 calendar days of the initial meeting. The group will develop recommendations, both substantive and procedural, for addressing issues of mutual concern and will bring such recommendations forward for consideration by the Richland City Council, and the Umatilla Board of Trustees within 60 calendar days of the initial meeting.

The City and Tribe(s) will attempt to work in harmony to identify and resolve issues. Should any party or assigned participant encounter difficulties in so doing, the Working Group will be so advised and afforded an opportunity to seek a remedy. In the unfortunate event that remedies are not successful, any party or participant may withdraw from the process without prejudice.

- 4. The City of Richland will work with the CTUIR Cultural Resource Office to develop a procedural manual to guide the actions of City employees, contractors, and agents should human remains be discovered during the construction of a project covered by this Agreement. If ancestral human remains or burials are discovered in situ during the course of development or construction, the City will halt all ground-disturbing activity in the immediate vicinity and notify the Washington State Historic Preservation Office (SHPO) and the CTUIR or its designee for protection or mitigation and implement appropriate procedures as developed in this Item.
- 5. The Project Working Group will discuss and agree upon a plan to provide open access to tribal fishermen at usual and accustomed fishing sites along the Yakima and Columbia Rivers if current access will be significantly disturbed by new development or construction.
- 6. The City hereby agrees to invite the Tribes to propose on any cultural resources survey, protection or mitigation work required under applicable law or otherwise deemed appropriate on municipally owned lands or municipal projects covered by this Memorandum of Understanding. When proposals from the Tribes are considered, preference will be given to Indian contractors under terms to be developed by the Tribes and City of Richland.

7. Any notice to the Tribes required by this Memorandum of Understanding shall be directed to Donald G. Sampson, Chairman, Board of Trustees, Confederated Tribes of the Umatilla Indian Reservation (or his successor), P.O. Box 638, Pendleton, OR 97801. Correspondence with the City of Richland shall be directed to William B. King, Deputy City Manager for Community Development, City of Richland, (or his successor) P.O. Box 190, Richland, WA 99352.

Approved by the Richland City
Council on the 14TH day of
DECEMBER, 1994.


James D. Hansen
Mayor

Approved by the Umatilla Board
of Trustees on the 14TH day of
DECEMBER, 1994.


Donald G. Sampson
Chairman