

**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 land 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 recognized 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. on 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

