

Appendix A

Agreements

Appendix A-1

Lacey Cooperation Agreement

**COOPERATION AGREEMENT BETWEEN
THE CITY OF LACEY AND THE NISQUALLY INDIAN TRIBE**

This Cooperation Agreement (“Cooperation Agreement” or “Agreement”) is by and between the Nisqually Indian Tribe (“Tribe”) and the City of Lacey, Washington (“City”). Collectively, the Tribe and the City are hereinafter referred to as “the Parties.”

Recitals

WHEREAS, the Tribe owns approximately 250 acres of land (“Tribal Properties”) located in the City of Lacey, the Tribal Properties being generally bound by Interstate 5 to the south, Marvin Road to the east, Britton Parkway to the north and a line located between Gateway Blvd. and Carpenter Road to the west. The Tribal Properties are shown on “Exhibit A,” attached hereto and incorporated herein by reference; and

WHEREAS, the Tribe intends to submit two (2) applications to the United States Department of the Interior requesting that the United States take title to the Tribal Properties (“Fee-To-Trust Applications”) so that it will be held in trust for the benefit of the Tribe; and

WHEREAS, the Parties agree that the development of the Tribal Properties will result in positive economic benefits for both the Tribe and its members, the City and the citizens of the region; and

WHEREAS, the Parties agree that the provision of emergency services and public utilities to the Tribal Properties benefits the Tribe, the City of Lacey and the citizens of the region by protecting the health and safety of persons on or near the Tribal Properties; and

WHEREAS, the Tribe and the City hereby intend to establish a cooperative and mutually respectful government-to-government relationship between each other with respect to the Tribe’s development of the Tribal Properties and mitigation of potential impacts that are caused by future development of the Tribal Properties.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Consultation Regarding Tribal Properties

In anticipation of the Federal Government taking title to the Tribal Properties in trust for the Tribe, the Tribe and the City shall engage in continuing consultation and cooperation regarding the following matters:

- a) the provision of emergency services, including police, fire and medical, to the Tribal Properties;
- i.) The Tribe intends to hire new Nisqually Tribal Police officers to provide law enforcement services to the Tribal Properties.

- ii.) The Tribe and the City shall exercise good faith to negotiate an interlocal agreement for the coordination of law enforcement, prosecution, public defender services, jail services and court administration, which agreement will identify the scenarios when cases would be referred to the City and address the payment of all actual costs, to include costs for investigation, prosecution, public defender services, jail services, and court administration.
 - iii.) The Tribe and the City shall exercise good faith to negotiate a mutual aid agreement for law enforcement, pursuant to which either may request the law enforcement assistance of the other in extreme emergency situations. The mutual aid agreement will also specify the need for consistent training, administration and enforcement policies as applicable between both law enforcement agencies.
 - iv.) Lacey Fire District #3 currently provides fire protection services and emergency medical services to Tribal lands other than the Tribal Properties pursuant to a Memorandum of Agreement dated January 19, 2017, as modified by a First Amendment dated July 23, 2019 (“MOA”). It is anticipated that fire protection and emergency medical services for the Tribal Properties will be provided by the Lacey Fire District pursuant to the MOA.
 - v.) The Tribe understands and agrees that the City does not provide fire protection or emergency medical services and, consequently, will not be party to any agreement regarding same.
 - vi.) If requested by the Tribe, the City will negotiate an agreement in good faith for the provision of fire inspection services within the Tribal Properties.
- b) the establishment of connections to City utilities and infrastructure, including water supply, wastewater treatment, sewer collection, and roadways, to serve development within the Tribal Properties;
- i.) If the Tribe chooses to extend City utilities within the Tribal Properties, the Tribe will design utilities to meet the requirements of City Development Guidelines and Public Works Standards. The City will review and approve the design of City utilities and inspect and approve the installation of City utilities. The Tribe and the City will coordinate on land use and grading plans, to the extent necessary for the Tribe to extend City utilities to and within the Tribal Properties as requested by the Tribe. The Tribe will consent to the grant of easements to the City for the access and maintenance of any City utility mains extended into and throughout the Tribal Properties in accordance with applicable federal law. To the extent that the Tribe utilizes City water and sewer collection and LOTT wastewater treatment, City connection fees and rates and LOTT connection fees and rates for such services shall be commensurate with those charged to other City customers. The Tribe will

meet all treatment and discharge requirements for wastewater that is conveyed from the Tribal Properties to LOTT Clean Water Alliance.

- ii.) Ownership of all roadways within the Tribal Properties (with the exception of roadways heretofore publicly-dedicated to the City) shall be and remain with the Tribe. The Tribe shall bear all costs associated with the design, construction and maintenance of said roadways. The Tribe and the City will coordinate on traffic control and regulatory sign design for consistency between Tribal and City streets.
- c) the potential for City impacts, including impacts on City traffic, community services, utilities and land use compatibility, caused by development of the Tribal Properties; and
- d) any other governmental issue pertaining to either (i) development of the Tribal Properties or (ii) mitigation of impacts caused by development of the Tribal Properties.
 - i.) The Tribal Properties will be subject to the Tribe's Building Codes and other Tribal laws. The Tribe intends to administer all permitting on the Tribal Properties.
 - ii.) The Tribe and the City shall meet and confer from time-to-time to address any City concerns regarding the compatibility of land use, signage and view corridors within and outside the perimeter of the Tribal Properties, including the frontage along Interstate 5.
 - iii.) In the spirit of the Nisqually-Lacey Accord, past practices and the Growth Management Act, the Tribe and the City shall exercise good faith to negotiate a mutually agreeable memorandum of agreement establishing a framework for communication, coordination, cooperation and participation in the development and/or amendment of City Comprehensive Plans, Master Plans, development regulations and permitting processes for projects within the City and Tribal Master Plans and development projects within the Tribal Properties. The framework should address opportunities for the Tribe and the City to respectively provide meaningful comment and collaboration that would be taken under respective consideration prior to final decisions being made.

2. Tax Sharing Compact

On or about June 30, 2021, the Tribe and the State of Washington executed a Tax Sharing Compact ("Compact"). The Compact allows the Tribe to designate the Tribal Properties as a "Compact Covered Area." Designation by the Tribe of the Tribal Properties as a Compact Covered Area would result in State/Tribe sharing of State retail sales and use tax and certain State business & occupation tax amounts derived from non-Tribal member to non-Tribal member

retail taxable transactions upon the Tribal Properties. Also, upon such designation by the Tribe, and consistent with the terms of the Compact, the City would receive local sales and use taxes authorized under chapter 82.14 RCW and RCW 81.104.170 to the extent such taxes are imposed on “qualified transactions” (as defined in Article IV, Section 17 of the Compact) sourced to a location within a Compact Covered Area. The Tribe hereby agrees to designate all lands within the Tribal Properties on which State retail taxable transactions occur as a Compact Covered Area under the terms of the Compact. Such designation shall occur prior to the initiation of such transactions upon the subject portion(s) of the Tribal Properties.

3. Reimbursement of City Actual Costs and Impacts

The Tribe agrees to reimburse the City for any and all of the actual costs and impacts incurred by the City resulting from the provision of services to the Tribal Properties pursuant to the terms of an agreement to be negotiated in good faith by the Tribe and the City. Said agreement, as well as the additional agreements referred to in this Cooperation Agreement, shall be negotiated prior to the time that the Tribal Properties are made available by the Tribe for use and/or occupancy by the general public.

4. City Non-Opposition

In consideration of the covenants of the Tribe within this Cooperation Agreement, the City agrees to not oppose any efforts by the Tribe to cause the Secretary to accept trust title to the Tribal Properties for the benefit of the Tribe.

5. Non-Applicability of SEPA

The approval of this Agreement is not subject to the Washington State Environmental Policy Act (“SEPA”) as it does not constitute a project under SEPA.

6. Severability

If any provision of this Cooperation Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Cooperation Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Cooperation Agreement, and the remaining provisions of this Cooperation Agreement shall remain in full force and effect.

7. Scope

This Cooperation Agreement is intended to apply and shall be construed to apply solely to the Tribal Properties, and shall not be construed to apply to any other property owned by the Tribe.

8. Dispute Resolution Provisions

In an effort to foster good government-to-government relationships, the Parties agree to the dispute resolution procedures set forth in this Section.

- a) Meeting: The Parties shall make their best efforts to resolve claims of breach of this Cooperation Agreement by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this Cooperation Agreement as follows:

- (i) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this Cooperation Agreement.
- (ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt of the notice, unless the Parties agree in writing to an extension of time.

b) Other Dispute Resolution

- (i) This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, arbitration, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

9. Amendment

This Cooperation Agreement may only be amended by a writing signed by both Parties hereto.

10. Entire Agreement

This Agreement embodies the entire understanding and agreement between the Parties concerning the Tribal Properties and/or the matters addressed herein and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

11. Termination of this Agreement

If the Tribe withdraws its two (2) Fee-To-Trust Applications for the Tribal Properties and so notifies the City of such withdrawal, then either the Tribe or City may terminate this Agreement upon the giving of ten (10) days advance written notice to the other.

12. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized officials, have executed this Cooperation Agreement on the date(s) below written.

CITY OF LACEY

By: [Signature]
Its: City Manager
Date: 9-21-2023

NISQUALLY INDIAN TRIBE

By: [Signature]
Its: Chairman
Date: 9/21/2023



Source: WHPacific (3/18/2022), Google/Maxar imagery (4/13/2021)

Exhibit A
Tribal Properties

Appendix A-2
Fire Services Letter



LACEY FIRE DISTRICT THREE

Service with Excellence

COMMISSIONERS

K. Frank Kirkbride
Liberty Hetzler
Melissa Gamble
Richard Kelling
Sylvia Roberts

FIRE CHIEF

Steve Brooks

November 21, 2022

Willie Frank III, Chairman
The Nisqually Tribal Council
4820 She-Nah-Num Drive SE
Olympia, WA 98513

Mr. Chairman,

I want to follow up to our recent discussions regarding the preliminary plans of the The Nisqually Tribe ("the Tribe") to establish mixed-use developments on the properties bordered by Britton Parkway NE, Marvin Rd. NE, and Western Parkway NE, which are currently inside the City of Lacey and the established service area of Lacey Fire District 3 (LFD3).

I and the other staff at LFD3 along with our governing Board of Fire Commissioners appreciate the long-standing relationship that our agency has for the provision of fire, rescue, and emergency medical services with the Tribe for your properties and enterprises within or adjacent to our service area boundaries. I believe the existing Intergovernmental Agreement (IGA) we have for the provision of our services and the corollary financial support we receive from the Tribe has served both entities effectively and can serve as a model for establishing a mutually acceptable arrangement for supporting the provision of our services to the Tribe's planned new developments.

Subject to the negotiation and execution of such a mutually acceptable IGA between the Tribal Council and the LFD3 Board of Fire Commissioners, LFD3 stands ready to provide the necessary fire, rescue, and emergency medical services to the Tribe's aforementioned properties, employees, visitors, and residents both during and after development activities. I look forward to discussing this opportunity further with you or your designee as the planning process moves forward. Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

Steve Brooks, Fire Chief

Cc: Justine Capra, Nisqually Tribe Director of Government Affairs
LFD3 Board of Fire Commissioners

Appendix A-3

Fire Services Agreement

**AGREEMENT BETWEEN
THE NISQUALLY INDIAN TRIBE OF THE NISQUALLY RESERVATION
AND
LACEY FIRE DISTRICT #3
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into this 19th day of January, 2017, by and between the Nisqually Indian Tribe of the Nisqually Reservation, a sovereign nation hereinafter referred to as "TRIBE," and Lacey Fire DISTRICT #3, hereinafter referred to as "DISTRICT."

WHEREAS, the TRIBE has land located within the DISTRICT's service area; and

WHEREAS, the DISTRICT has the resources to provide fire and emergency medical protection to residents, guests, visitors, employees, and inmates and the buildings within the TRIBE's lands located within the DISTRICT service area; and

WHEREAS, the TRIBE and the DISTRICT believe that it is in the best interests of the public to enter into an agreement for their mutual benefit; and

WHEREAS, it is the purpose of this Agreement to establish fire protection and emergency medical services wherein the DISTRICT will provide fire protection, rescue, and emergency medical services (hereinafter referred to as "Services") to the TRIBE; and

WHEREAS, the DISTRICT is a fire protection district organized and operating pursuant to Title 52 RCW with the responsibility to provide fire protection and emergency medical services within its geographical boundaries; and

WHEREAS, the DISTRICT funds its operations primarily through property tax levies. The TRIBE is a federally-recognized tribal nation that owns tax-exempt properties located in or adjacent to the DISTRICT; and

WHEREAS, the TRIBE does not pay property taxes to the DISTRICT and the purpose of this Agreement is to provide for the costs and reimbursement of services by the DISTRICT.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereto hereby agree:

I. SERVICES

This agreement covers those portions of the TRIBE'S reservation and trust lands within the DISTRICT'S service area that includes the Nisqually Corrections Center and facilities, the Nisqually Youth Center, the private residences and adjoining tribal property with the exception of the Red Wind Casino and facilities. A separate agreement of the parties or further amendment to

this agreement may be established to provide DISTRICT services to the Red Wind Casino and facilities.

The DISTRICT will provide fire and emergency medical services to the businesses, buildings, guests, visitors, employees, inmates and the residents of the Nisqually Reservation and all trust lands located within the DISTRICT service area.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1st, 2017 and shall remain in full force and effect unless and until one of the following shall occur:

- a) the parties mutually agree in writing to terminate this Agreement on a date certain; or
- b) either party gives written notice of termination to the other party at least six (6) months prior to the effective date of termination.

III. PAYMENT

Compensation for the services provided according to this Agreement have been established and agreed to be based on a fee structure that will be assessed in the amount of one thousand twenty five dollars and no cents (\$1,025.00) per incident and call. The fee may be reviewed by both parties and may be adjusted every two years by mutual agreement from the effective date of this Agreement. The TRIBE will be invoiced by the DISTRICT on a quarterly basis.

The TRIBE shall make payments upon receipt of an invoice submitted to the TRIBE and the TRIBE'S current CFO, David Montgomery, on a quarterly basis. Payment shall be considered timely if made by the TRIBE within thirty (30) days after receipt of properly completed invoices. Payments shall be sent to the address designated by the DISTRICT.

TRIBE requested standby or special event services by the DISTRICT will be undertaken by separate agreement and fee.

IV. REVIEW OF AGREEMENT

The TRIBE and DISTRICT may meet annually to review terms and conditions of carrying forward subsequent agreements related to fire and emergency medical protection to residents, guests, visitors, employees, inmates and the buildings within the TRIBE's lands located within the DISTRICT service area.

V. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and

make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties thereto.

VI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

VII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

VIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IX. AGREEMENT MANAGEMENT

The manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The contact for the TRIBE will be:

David Montgomery
Chief Financial Officer
Nisqually Tribe
4820 She-Nah-Num Drive S.E.
Olympia, WA 98513
(360) 456-5221

The Contact for the DISTRICT is:

Steve Brooks
Fire Chief
Lacey Fire District #3
1231 Franz Street SE
Lacey, WA 98503
(360) 491-2410

X. NON-EXCLUSIVE AGREEMENT

AGREEMENT BETWEEN THE NISQUALLY
INDIAN TRIBE OF THE NISQUALLY RESERVATION
AND LACEY FIRE DISTRICT #3 FOR FIRE PROTECTION
AND RELATED EMERGENCY SERVICES

The parties to this Agreement shall not be precluded from entering into similar agreement with other municipal corporations.

XI. ALL WRITINGS CONTAINED HEREIN

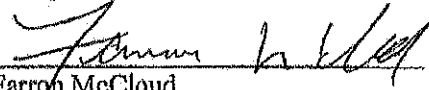
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XII. SOVEREIGN IMMUNITY

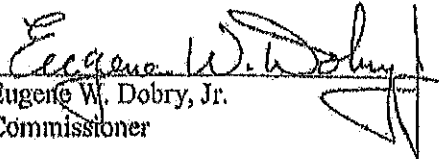
Nothing in this agreement shall be construed as a waiver of the TRIBE's sovereign immunity.

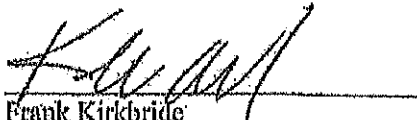
IN WITNESS WHEREOF, the parties have executed this Agreement.

NISQUALLY INDIAN TRIBE OF THE
NISQUALLY RESERVATION

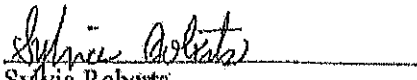

Farron McCloud
Chairman

LACEY FIRE DISTRICT #3


Eugene W. Dobry, Jr.
Commissioner


Frank Kirkbride
Commissioner


Tom Nelson
Commissioner


Sylvia Roberts
Commissioner


Judy Wilson
Commissioner

Nisqually Indian Tribe

Tribal Council Resolution No 67 -2019

A RESOLUTION TO AMEND THE MEMORANDUM OF AGREEMENT

WITH LACEY FIRE DISTRICT #3

WHEREAS, the Nisqually Indian Tribe is the successor descendent entity of the Nisqually Nation signatory to the Treaty of Medicine Creek of 1854 (10 Stat. 1132), and unto this day has retained and maintained its Tribal identity, its governing body, and its sovereign powers;

WHEREAS, the Nisqually Indian Tribe is a federally recognized American Indian Tribe organized under its governing Constitution and Bylaws approved by the U.S. Secretary of the Interior on September 9, 1946 and amended on October 28, 1994, pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. 476;

WHEREAS, the Nisqually Tribal General Council is the duly constituted governing body of the Nisqually Tribe, and the Tribal Council is the duly elected representative body of the General Council by the authority of the Tribe's Constitution and Bylaws, as amended; and

WHEREAS, the Nisqually Tribe and the Lacey Fire District #3 entered into a Memorandum of Agreement, dated as of January 19th, 2017, in connection with the provision of fire and emergency medical protection to residents, guests, visitors, employees, and inmates and the buildings within the TRIBE'S lands located within the DISTRICT service area; and

WHEREAS, the Nisqually Tribal Council desires to extend the agreement to cover the Red Wind Casino and facilities.

NOW, THEREFORE BE IT RESOLVED, that the Nisqually Tribal Council approves and authorizes the attached first amendment to the memorandum of agreement; and

BE IT FURTHER RESOLVED that the Chairman is authorized to sign the First Amendment to Memorandum of Agreement adding the Red Wind Casino to the Memorandum of Agreement with the Lacey Fire District #3.

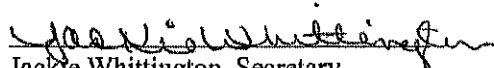
Certification

I certify that the above Resolution was adopted at a regular meeting of the Nisqually Tribal Council held on the 24 day of July, 2019 at the Nisqually Tribal Center, at which time a quorum was present and voting 3 FOR 0 AGAINST 0 ABSTENTIONS.

ATTEST:



E. K. Choke, Chairman
Nisqually Indian Tribe



Jackie Whittington, Secretary
Nisqually Indian Tribe

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Amendment") is entered into as of July 23, 2019 (the "Effective Date"), by and among the Nisqually Indian Tribe of the Nisqually Reservation, a sovereign nation hereinafter referred to as "TRIBE," and Lacey Fire DISTRICT #3, hereinafter referred to as "DISTRICT."

WHEREAS, TRIBE and DISTRICT entered into that certain Memorandum of Agreement, dated as of January 19th, 2017 (as hereby amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), in connection with provide fire and emergency medical protection to residents, guests, visitors, employees, and inmates and the buildings within the TRIBE'S lands located within the DISTRICT service area; and

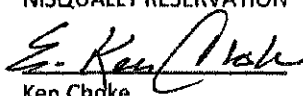
WHEREAS, the parties desire to extend the agreement to cover the Red Wind Casino and facilities.

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRIBE and DISTRICT hereby agree as follows:

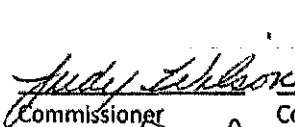
AGREEMENT

1. Definitions. Capitalized terms used and not defined herein shall have the meanings given to them in the Agreement.
2. Amendment to Agreement. The Agreement is hereby amended as follows:
 - a. Article I. Services is hereby amended by (i) deleting "with the exception of the Red Wind Casino and facilities. A separate agreement of the parties or further amendment to this agreement may be established to provide DISTRICT services to the Red Wind Casino and facilities." And replacing it with the following: "including the Red Wind Casino and facilities, but excluding Washington State right of ways, including but not limited to State Route 510."
 - b. Article III and IX is hereby amended to replace the David Montgomery, Chief Financial Officer for Nisqually Tribe with Alvin E. Aganon, Controller/Acting CFO, Nisqually Tribe.
3. Effectiveness. This Amendment shall be effective as of the date first written above.

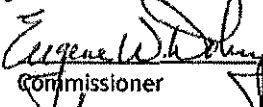
IN WITNESS WHEREOF, the parties have executed this Agreement, NISQUALLY INDIAN TRIBE OF THE NISQUALLY RESERVATION

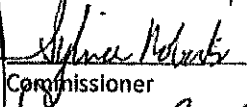

Ken Choke
Chairman

LACEY FIRE DISTRICT #3 LACEY FIRE DISTRICT #3


Commissioner


Commissioner


Commissioner


Commissioner


Commissioner


Secretary