

INTERLOCAL AGREEMENT TO PROVIDE SEWER, WATER, AND STREET SERVICES
Between
THURSTON COUNTY/CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
AMENDMENT NO. 2

This CONTRACT AMENDMENT is made and entered into between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and **CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION** a federally-recognized Indian tribe, hereinafter, "Tribe," collectively referred to herein as "Parties."

In consideration of the mutual benefits and covenants contained herein, the parties mutually agree that their Agreement, numbered as Interlocal Agreement No. 034-2016-071, executed on March 3, 2016, and supplemented in Supplement No. 1 on November 20, 2018, and further amended in Amendment No.1 in February, 2021, shall be amended as set forth below.

Titles and numbering of paragraphs and sections used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. Article 1, "Purpose of Agreement," shall be amended by the addition of the following language beginning with a new paragraph, after "The Tribe, in acknowledgement of the benefit to development in the Grand Mound, Washington area by improving traffic circulation, desires to contribute \$800,000 of funds to the County's road project in the vicinity of US12 and Sargent Road (County Road Project #61502).":

"Further, this Agreement memorializes a negotiated agreement regarding the provision of water and sewer general facility charges (GFCs) for the portion of The Project otherwise known as "Eagle One" that specifically includes all phases of the Talking Cedar Brewery/Distillery/Restaurant."

2. Article 2, DURATION OF AGREEMENT, shall be amended by the addition of the following language beginning with a new paragraph, after "For the purposes of this Agreement, obligations during any construction period extend only for the construction of the specific system or portion thereof. For example, the fact that the Tribe may plan to add a restaurant or other facility on the Eagle One property at a later date, and to extend water or sewer service to such facility at a later date shall not cause the construction period to remain open after completion of the then-current portion of The Project.":

"For purposes of the negotiated agreement regarding the provision of water and sewer general facility charges (GFCs) for the portion of The Project otherwise known as "Eagle One" that specifically includes all phases of the Talking Cedar Brewery/Distillery/Restaurant, that portion of the agreement will terminate on December 31, 2025, upon completion of GFC payment or refund based upon data collected in July, 2025, as outlined in section 5."

3. Article 5, THE TRIBE AND THE COUNTY AGREE, shall be amended by the addition of the following language beginning with a new paragraph, after "b) Review, approval and

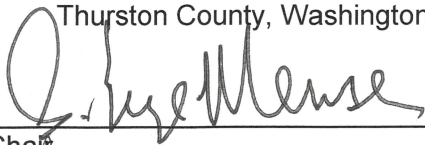
acceptance of any design or construction documents or acceptance of The Project by the County does not in any way relieve the Tribe of its responsibility to comply with the applicable standards and specifications of applicable federal, State, tribal, or local laws, rules, regulations, and ordinances that affect the installation of sewer, water, and street infrastructure built as part of The Project set out in this Agreement.”:

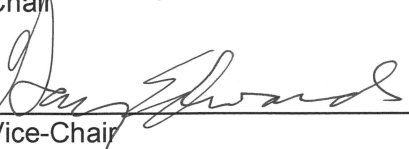
“c) For purposes of the negotiated agreement regarding the provision of water and sewer general facility charges (GFCs) for the portion of The Project otherwise known as “Eagle One” that specifically includes all phases of the Talking Cedar Brewery/Distillery/Restaurant, The Tribe shall submit payment for 2020 for water and sewer GFC charges based upon 36 equivalent residential units (ERUs) within 30 days of execution of this agreement. In July 2025, the County shall assess the usage of the Talking Cedar Development for the preceding 5 years and compute the arithmetic mean of the monthly water and sewer usage. If the arithmetic mean of water and sewer usage of the preceding 5 years exceeds monthly usage of 36 water and sewer ERUs then the Tribe shall remit general facilities charges as calculated for those ERUs which exceed 36 at the 2020 current rate within 60 days of being notified by the County of request for payment. Notwithstanding the foregoing, if the calculation set forth herein is greater than a whole number, then the parties agree that if that whole number shall be rounded up if the decimal number is .5 or greater and rounded down if the decimal number less than .5. If the arithmetic mean does not exceed 36 equivalent residential units then the County shall remit to the Tribe a payment equivalent to the underage in general facilities charges, again using the rounding methodology described above. The County shall remit payment to the Tribe within 60 days of finalizing the arithmetic mean calculation.”

4. This amendment shall be filed in accordance with RCW 39.34.040.
5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract remain in full force and effect.

Executed in duplicate originals this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington


Chair

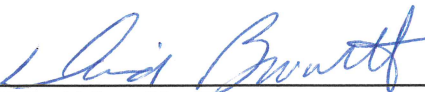

Vice-Chair


Commissioner

Date: 5 / 18 / 2021


CONFEDERATED TRIBES OF THE
CHEHALIS RESERVATION

Tribal Chair


Tribal Vice-Chair
SECRETARY

Date: 4 / 21 / 2021

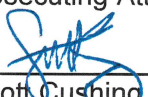
ATTEST:



Clerk of the Board


HARRY PICKERVELL, SR

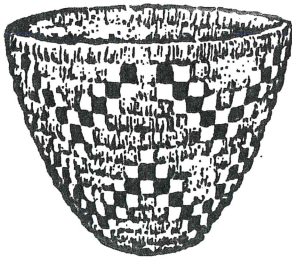
Approved as to form only:
Jon Tunheim
Prosecuting Attorney

By: 

Scott Cushing
Senior Deputy Prosecuting Attorney

Approved as to form only:

Approved: Attorney for the Confederated
Tribes of the Chehalis Reservation



CONFEDERATED TRIBES of the CHEHALIS RESERVATION

Resolution No. 2021-031

Of the Confederated Tribes of the Chehalis Reservation

RE: Approving the Amendment No. 2 of the Interlocal Agreement to Provide Sewer, Water, and Street Services (the "Agreement").

Whereas: The Business Committee of the Confederated Tribes of the Chehalis Reservation is the duly constituted governing body of the Chehalis Tribe, in accordance with the Constitution and By-laws adopted by voting members of the Tribe and approved by the Commissioner of Indian Affairs; and

Whereas: The Business Committee is responsible for protecting and enhancing the social, health, educational and economic well-being of Tribal Members; and


Whereas: The Tribe has jurisdiction over the Reservation and all trust lands in Indian Country; and

Whereas: The Tribe and Thurston County have reached agreement to amend the Agreement in the form attached hereto and made a part hereof with respect to General Facility Charges for Talking Cedar;


Now Therefore Let It Be Resolved: That the Business Committee of the Chehalis Tribe does hereby approve the Agreement and authorizes the Chairman to sign the same.

Certification: This Resolution, Number 2021-031, was duly considered and approved at a regularly scheduled meeting of the Chehalis Business Committee held on April 20, 2021, at which a quorum was present. The vote being 4 For, 0 Against, with 0 Abstentions and with the Chairman not voting.

Signed:


Harry Pickernell, Sr.
Chairman

Attested:


David Burnett,
Secretary

