

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Josh Peters, County Administrator

FROM: Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney

DATE: July 28, 2025

RE: Memorandum of Agreement with the Jamestown S’Klallam Tribe and the Hood Canal Salmon Enhancement Group (MOA)

STATEMENT OF ISSUE:

For many years, the county has been working with tribal, non-profit and government partners to address salmon enhancement and flooding on the Big Quilcene River near Quilcene, Washington.

A detailed discussion of the history of these efforts is discussed in the attached Memorandum of Agreement with the Jamestown S’Klallam Tribe and the Hood Canal Salmon Enhancement Group (MOA) is in pages 3-5.

The public purposes of the project are discussed in pages 5-7 of the MOA.

The extensive stakeholder consultation and public outreach are discussed in pages 7-13 of the MOA.

The Jamestown S’Klallam Tribe (JST) and the Hood Canal Salmon Enhancement Group (HCSEG) have lead the effort on the current project, which includes a new bridge over the Big Quilcene River, salmon enhancement and flood abatement.

JST and HCSEG secured grant funding for the project totaling \$39,145,699.07 through various loans. A breakout of the grant funding is on page 19 of the MOA.

JST has taken responsibility for bridge replacement and floodplain construction in this project. HCSEG and the county purchased properties in the floodplain over many years that are part of the project. A detailed discussion of the roles of the parties to the MOA is in sections 13, 14, 15, and 17:

- 13. Joint Obligations of the Parties, on page 21.

- 14. Additional Obligations of Each Individual Party, on page 21.
- 15. The County's Acceptance of Maintenance Responsibility for the Linger Longer Road and the Replacement Bridge after completion of the Bridge Phase, on page 24.
- 17. Construction Management, on page 24.

As part of the project, JST will accept ownership of the floodplain parcels owned by the county. Section 18 discusses the transfer process for these properties.

Section 19 discussed the efforts to purchase additional floodplain properties that were not successful because certain property owners were unwilling or unable to transfer their properties.

Section 20 discusses a possible revision to the Big Quilcene River South Setback Levee. Assuming the MOA as fully executed, the county will lead public outreach about this possible revision.

The remainder of the MOA addresses issues typical to most contracts.

ANALYSIS:

The MOA was carefully negotiated by the parties over a number of months, with negotiation sessions occurring nearly every week. The MOA is a complex document, which attempts to cover all the potential future issues the parties can foresee for their joint effort.

The county is grateful for JST and HCSEG stepping up to complete this project, which will greatly improve the lives of residents in Quilcene.

FISCAL IMPACT:

The county will be responsible for paying closing costs over \$5,000. An estimate from the title company expects closing costs will be about \$7,000.

After approval of the MOA by all the parties, additional staff time will be required to perform all of the post-MOA county obligations discussed in the MOA.

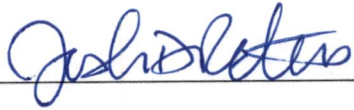
RECOMMENDATION:

Approve the attached MOA.

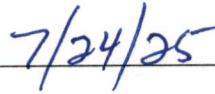
DEPARTMENT CONTACT:

Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney at Extension 219. While this project is a BoCC project, the negotiations have been led by the PAO.

REVIEWED BY:

A handwritten signature in blue ink, appearing to read "Josh Peters", written over a horizontal line.

Josh Peters, County Administrator

A handwritten date "7/24/25" in blue ink, written over a horizontal line.

Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Jamestown S'Klallam Tribe and Hood Canal Salmon Enhancement Group Contract No: PAO-25-13

Contract For: BigQ Bridge and Floodplain Project

Term: Perpetual

COUNTY DEPARTMENT:	BoCC
Contact Person:	Philip C. Hunsucker
Contact Phone:	360-385-9219
Contact email:	phunsucker@co.jefferson.wa.us

AMOUNT:

Revenue: \$0.00

Expenditure: \$0.00

Matching Funds Required: No

Sources(s) of Matching Funds n/a

Fund # n/a

Munis Org/Obj

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other: MOA for Project

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒

Signature

July 24, 2025

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐

N/A: ☒

Signature

July 24, 2025

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 7/24/2025.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

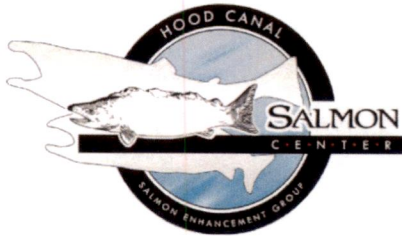
STEP 6: CONTRACTOR SIGNS

Electronically approved as to form by PAO on 7/24/2025.

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PAO was the negotiation team for the county on this MOA.

PAO already signed and approved as to form.



**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
JAMESTOWN S'KLALLAM TRIBE,
THE HOOD CANAL SALMON ENHANCEMENT GROUP,
AND JEFFERSON COUNTY, WASHINGTON
FOR CONSTRUCTING AND MAINTAINING THE BRIDGE
PHASE AND THE FLOODPLAIN PHASE OF THE BIG
QUILCENE RIVER BRIDGE REPLACEMENT PROJECT**

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MEMORANDUM OF AGREEMENT

This Memorandum Agreement (this MOA, as defined below) is between the Parties (as defined below) to foster cooperation and determine the respective roles of each of the Parties. The Parties agree as follows:

1. Project Location.

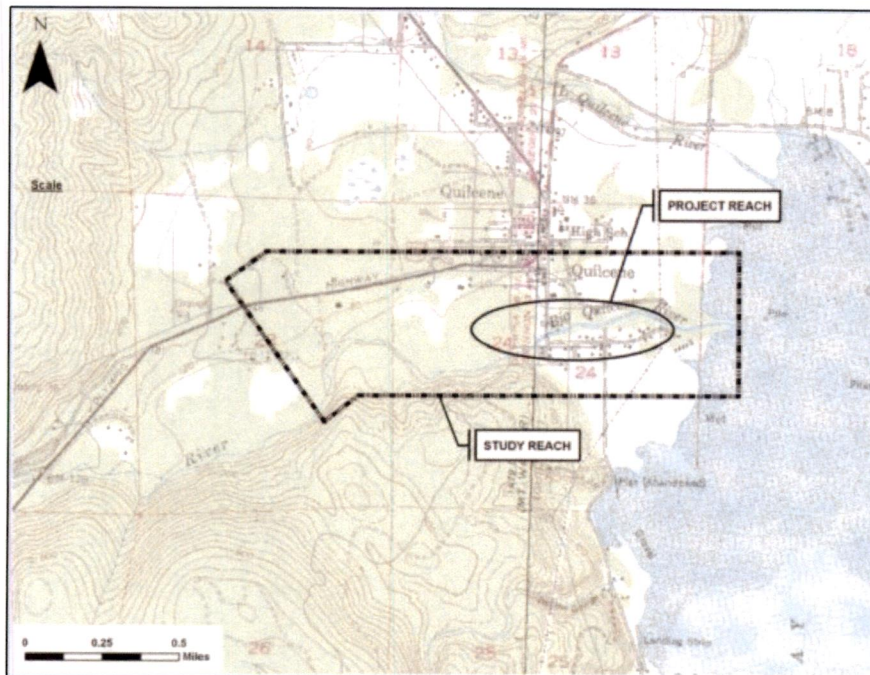
The project reach (as shown below) is in the Town of Quilcene. The project site is located 850 feet southeast of U.S. 101, along the Big Quilcene River (River, defined below).

The River drains a mountainous 69 square-mile watershed on the eastern side of the Olympic Peninsula, Washington. A vicinity map is below.



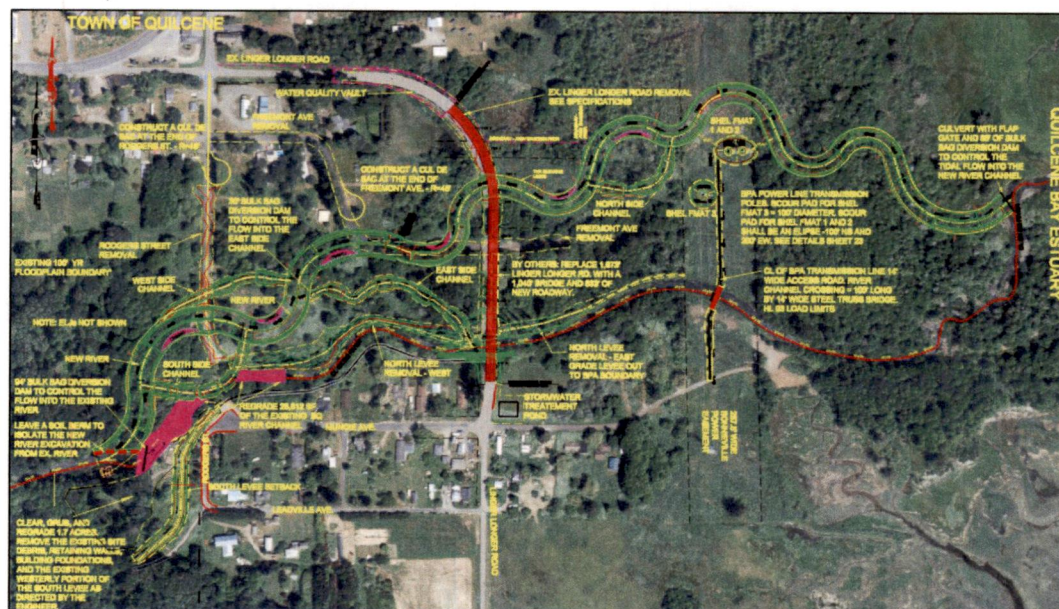
See Big Quilcene River Linger Longer Reach Feasibility Study and Action Plan (Perkins Geosciences, Tetra Tech and Caldwell June 2005), <https://srp.rco.wa.gov/project/170/7278>, Accessed February 16, 2025.

The River discharges into Quilcene Bay on the west side of Dabob Bay, an arm of Hood Canal. The map below shows the study reach and the project reach, along the lower 2.2 miles of the River.



Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024), Figure 5 at 7.

The project reach is located in the Town of Quilcene and is shown on Figure 13 on page 20 of the Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024) (repeated below).



Linger Longer Road is a county road that crosses the River, and its approximately 1,000-foot-wide floodplain. The River is an important salmon producing stream and is home to two species of salmon that the federal government has listed for protection under the Endangered Species Act - Hood Canal summer chum and Puget Sound Steelhead. The River also has a large population of coho salmon that supports tribal and non-tribal fisheries. Endangered Species Act-listed Puget Sound Chinook juveniles also inhabit the River's estuary.

The Linger Longer Road Bridge is the sole access across the River to four residential neighborhoods, a public marina and boat launch on Quilcene Bay, an industrial oyster hatchery, and expansive shellfish beds. The shellfish beds are harvested by three federally recognized Indian tribes (Jamestown S'Klallam Tribe (JST, as defined below), Port Gamble S'Klallam Tribe, and Skokomish Indian Tribe) and commercial and recreational harvesters.

2. Studies of Flood Management and Habitat Restoration for the River.

Studies of flood management and habitat restoration for the River began in the mid- to late-1990s. A list of studies can be found in the Big Quilcene River Linger Longer Reach Feasibility Study and Action Plan (Perkins Geosciences, Tetra Tech and Caldwell June 2005) and included: A Restoration Feasibility Study for the Big Quilcene River (Williams et al 1995); Quilcene Comprehensive Flood Hazard Management Plan (GeoEngineers 1998); and the Summer Chum Salmon Conservation Initiative (Ames et al 2000).

The team of Perkins Geosciences, Tetra Tech, Inc. and Caldwell & Associates was contracted by JCPW in April 2004 to conduct the Linger Longer Reach Feasibility Study and Action Plan on the Big Quilcene River. Funding was provided by the County and grants from the Salmon Recovery Funding Board (Office of the Interagency Committee - IAC), Flood Control Assistance Account Program (Washington Department of Ecology) and Secure Rural Schools and Communities Title II Funding (US Dept. of Agriculture).

The County's 2005 report was entitled Big Quilcene River – Linger Longer Reach Feasibility Study and Action Plan. According to the Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024), "The hydraulic analysis in the Jefferson County report was detailed and informative."

In 2013, HSCEG led a coalition that included the Nature Conservancy, the County, and JST in restoration planning and design along the lower mile of the River. Over the next 8 years, a team of consultants, the County, the Washington State Department of Fish and Wildlife (WDFW), and a community task force worked together to review 18 roadway alignment alternatives for a new roadway alignment of Linger Longer Road. This team selected replacement of Linger Longer Road and replacement of the Linger Longer Bridge within the existing County right-of-way as the preferred alternative.

In 2018, on behalf of HCSEG, a report was completed by Anchor QEA and ESA Inc. entitled Final Hydrodynamic Modeling Report – Evaluation of Alternatives (2018). This report was included in the RCO No. 13-1209 Preliminary Design Report prepared by ESA and Anchor QEA. The 2018 Anchor QEA and ESA modeling report had results and recommendations that "were almost

identical” to the 2005 the report written by Perkins Geosciences, Tetra Tech and Caldwell written on behalf of the County.

Also in 2018, Anchor QEA studied a side channel path similar to the County’s recommendation, except that the avulsion channel did not reconnect to the existing River but ended in the scrub brush below Linger Longer Road a little to south of Fremont Avenue. “The River would ‘zero sum’ (make its own channel) from that point to Quilcene Bay. The downside is that it would take years to form a mature channel that was fish friendly.”

In September of 2018, HCSEG published the Lower Big Quilcene River Design Report (LBQRDR). The purpose of the LBQRDR was to present the findings and recommendations for a new roadway alignment across the Lower Big Quilcene River Watershed. HCSEG determined that a Rodgers Street alignment was not feasible due to land ownership constraints and began discussions with the County to rebuild Linger Longer Road using a bridge structure for the entire length of the floodplain crossing. Further analysis of the FEMA 100-year flood boundary and the project’s hydraulic modeling mapping resulted in shortening the floodplain crossing structure from 1,100 feet to 1,040 feet. The County agreed to a reduction in the design speed of the Linger Longer Bridge to 30 mph because of the reduction in sight distance caused by the railing on the bridge on the curve on the north end of the Linger Longer Bridge and at the Muncie Street interchange.

In 2020, the HCSEG retained Anchor QEA to redesign the River channel and to follow an alignment similar to the New River 60% design alignment. Anchor QEA proposed a river alignment that terminated around the New River alignment 26+00. The Anchor QEA New River joined a drainage channel that eventually flowed into Quilcene Bay.

In 2022, HCSEG retained the ESA Inc. team to complete the New River alignment and develop the 60% design. The design criteria for the New River are presented in Section 5 of that report: Habitat Improvement Design.

3. The 1994 Settlements by the County.

On December 8, 1994, Jefferson County Board of Commissioners authorize the County to enter into settlements with WDFW. The WDFW settlement required the County to “be a full and active partner with WDFW and other affected parties in the protection, enhancement and restoration of fish and wildlife habitat in the Big Quilcene watershed.” “Other affected parties” included:

- a. JST;
- b. The Lower Elwha S’Klallam Tribe;
- c. The Point No Point Treaty Council;
- d. The Port Gamble S’Klallam Tribe;
- e. The Skokomish Tribe;
- f. The U.S. Fish and Wildlife Service;

- g. The U.S. Environmental Protection Agency; and,
- h. The Washington Department of Ecology.

The WDFW settlement required that the County “to jointly pursue acquisition of private parcels within the historical Big Quilcene River delta” and “To manage all county properties on or adjacent to the Big Quilcene River so as to protect fish and wildlife habitat, provide for public recreational uses which are compatible with habitat protection, and recognize tribal treaty rights.”

4. Acquisition of Properties for Flood Control and Salmon Restoration.

Following the WDFW settlements, and for many years, HCSEG and the County have been acquiring properties within the project reach to facilitate salmon restoration and flood control. HCSEG currently owns the HCSEG Properties (defined below), which total 38.2 acres, JST currently owns the JST Properties (defined below) which totals 0.56 acres, and the County owns the County-owned Properties (as defined below), which total 53.06 acres. The Parties agree that the transfer of the County-owned Properties to the JST is necessary because they are needed for use in the Project.

5. Public Purposes for the Project.

a. *Flood Control.*

Floodwater regularly inundates Rodgers Street, Freemont Avenue, and Linger Longer Road, making them impassible to vehicle traffic. Linger Longer Road’s river and floodplain crossing consists of an 81-foot-long bridge, an environmentally harmful levee system, and some 900-feet of frequently flooded roadway. The Linger Longer Bridge and associated levees cannot hold the River during floods, and thus floodwater often closes roads to vehicle and pedestrian traffic, cutting off all access to the areas south of the River.

Development in the floodplain dates back to the late 19th century and was made possible by a series of diking efforts and repeated dredging.

The Town of Quilcene within the project reach has experienced 11 flood disasters since 1982. This includes the November 1990 flood which claimed two lives and caused several million dollars’ worth of damage. The Big Quilcene Comprehensive Flood Hazard Management Plan (GeoEngineers 1998) at page 5 states, “This flooding is significant enough to raise water turbidity levels in excess of drinking water standards, cause septic tank overflow, and damage roads and utility lines.”

Linger Longer Road is the only access to the homes and businesses on the west side of Quilcene Bay. Flooding closes the bend on Linger Longer Road north of the Linger Longer Bridge periodically. 15 percent of the total river flow is estimated to cross the bend in a 5-year flood, and 39 percent in a 100-year flood. The remaining flow goes under the Linger Longer Bridge, which has an estimated clearance of 2.5 feet in the 100-year flood.

The project reach is confined by levees and is narrower and straighter than upstream or downstream. Residential development is located on both sides of the project reach, primarily

between Rodgers Street and the Linger Longer Bridge. The downstream part of the north levee was removed in 1995, and some frequently-flooded houses behind the remaining north levee have been voluntarily sold to the County and removed. The remaining north-side houses are still subject to flooding, mostly of roads and yards. Despite the levees, Linger Longer Road frequently is flooded. Traffic is sometimes cut off for days.

This project will eliminate those problems. A new floodplain spanning bridge on Linger Longer Road will eliminate road closures due to floods. The removal of the north levee will reduce the height of the flood flows along the south levee by 1.5 to 2 feet thus reducing the pressure on the existing south levee. Properties on the south side of the River will become less prone to flooding. Much of the River's sediment load will settle in the floodplain instead of being deposited in Quilcene Bay.

According to the Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024), the "Muncie neighborhood will be removed from the 100-year floodplain, and more importantly from more frequent flooding. Additionally, the removal of Linger Longer Road embankment and the construction of the new bridge will provide for a large floodplain with moderate depths and velocities to allow the 100-year flood to be safely conveyed to Quilcene Bay."

b. *Salmon Restoration.*

The River once supported large salmon runs and provided high quality habitat for many species. The River is now a channelized, straightened reach that is mainly devoid of habitat features. Development within the floodplain and the confinement of the River have severed the River's functional connection with its floodplain, and degraded, and destroyed an overwhelming majority of its salmon habitat. Salmon eggs laid in the River are often washed out by unnaturally high streamflow velocities. The high streamflow velocity deposits a large amount of sediment into Quilcene Bay, degrading tidal flat habitat.

The lower part of the River flows across a delta. Prior to being leveed, the River would periodically switch course (avulse) into lower areas of the delta. Some former tributary channels on the north floodplain still convey floodwaters. Access to other former channels on both sides of the River is blocked by the levees.

The existing North side levees will be removed, allowing the River to once again interact with the surrounding floodplain. Reconnecting the River with its historic floodplains will reduce flood levels by providing an outlet for floodwaters. This will reduce flood velocities in the River and increase salmon productivity.

Six species of salmon inhabit the River and its estuary. NOAA and USFWS have listed three of these species (Hood Canal Summer Chum, Puget Sound Chinook, and Puget Sound Steelhead) for protection under the Endangered Species Act. The River also has a large population of coho salmon that supports tribal and non-tribal fisheries. While the coho run is supported by the Quilcene National Fish Hatchery, the dire condition of ESA-listed salmon in the River is a direct result of transportation-related on-going degradation of the River's salmon habitat.

The project reach occupies 16 percent of the anadromous zone of the River. It is within the most important spawning area for the threatened summer chum salmon and is also used by fall chum. Coho, steelhead, cutthroat, and juvenile Chinook also use this reach of the River.

The Project will restore the River to its historical meandering course, full of pools, logs, and salmon spawning gravel and fully connected to the floodplain. Salmon productivity in the lower mile of the River will increase dramatically. By removing the northside levees, the River will reconnect with its floodplain and thereby reduce floodwater elevations and streamflow velocities.

c. *Enhance Public Safety and Welfare.*

The Project will enhance public safety and welfare by providing a safe, multimodal transportation corridor across the floodplain on Linger Longer Road and reduce the danger to people and property caused by flooding and the resultant closure of Linger Longer Road and the Linger Longer Bridge.

d. *Risk Reduction.*

An additional benefit of this MOA is risk reduction.

6. Stakeholder Consultation.¹

Extensive effort has engaged a diverse group of stakeholders and tribal trustees beginning in 2013 through 2016, with follow-up communication in 2017 and 2018. Preliminary Design Report at 43.

The following is a summary of the 2013 to 2018 stakeholder and tribal trustee meetings outreach initiated by The Nature Conservancy:

- “August 19, 2013 (Kickoff meeting): Introduced project, gathered ideas and concepts for project goals from stakeholders, and heard questions and concerns.” *Id.*
- “January 27, 2014: Identified project goals and created mission statement, discussed objectives for project goals and next step for design development.” *Id.* at 44.
- “March 12, 2015: Reconnected with the broad suite of interested persons engaged in project through previous two meetings, reminded them of the work to date, introduced consultants selected, explained Phase I workplan and 30% design work, engaged group in discussion of design alternative criteria.” *Id.*
- “July 22, 2015: Reconnected with the broad suite of interested persons engaged in project through previous three meetings, reminded them of the work to date, introduced six draft alternative concepts and gathered input to help narrow the number of alternatives, from six to three.” *Id.*

¹ The discussion below is based on the Preliminary Design Report 27 September 2018, Lower Big Quilcene River Preliminary Design Project RCO No. 13-1209 at 43-48.

- “December 2, 2015: Unveiled final three draft alternatives; solicited feedback on any minor refinements to the three alternatives and more general comments on recreation and trail overlay options.” *Id.*
- “September 22, 2016: Presented the results of hydrodynamic modeling (flood, salinity, and velocity), shellfish tolerances, and geomorphic analysis used to compare between the final three alternatives; solicited feedback on the comparison of the three alternatives based on the modeling results and geomorphic analysis, and provided suggestions for developing a preferred alternative; received feedback used to determine a preferred alternative.” *Id.*
- “December 6, 2016: Presented a draft preferred alternative highlighting stakeholder and tribal trustee responses from the previous meeting and follow-up online survey; used the draft preferred alternative to solicit feedback on overall preferred alternative and road alignment options (Linger Longer Road and Rodgers Street); provided an overview the project’s next steps, including design, permitting, landowner outreach in the project area, and incorporating the Big Quilcene River Moon Valley restoration project.” *Id.*
- “Provided periodic project update emails in 2017 and 2018.” *Id.*

The following list includes the primary participants in the stakeholder and tribal trustee outreach:

1. Bonneville Power Administration (Electrical Transmission Lines);
2. JST (Salmon and Shellfish);
3. Jefferson County Commissioners (County-at-large);
4. Jefferson County Conservation District (Salmon Recovery)
5. Jefferson County Public Works (Roads and Flooding);
6. Jefferson County Public Health (Flooding, Floodplain Land Acquisition, Water Quality)
7. Jefferson Land Trust (Land Conservation)
8. Pacific Seafood (Shellfish Hatchery on Quilcene Bay);
9. Pacific Shellfish Institute;
10. Penn Cove Shellfish (Private Shellfish Grower);
11. Port Gamble S’Klallam Tribe (Salmon and Shellfish);
12. Port of Port Townsend (Landowner at South End of Bay);
13. Quilcene Conversations (Community-at-Large);
14. Quilcene Museum (Education);

15. Quilcene National Fish Hatchery;
16. Quilcene School District (Education);
17. Rock Point Oyster (Private Shellfish Grower);
18. Skokomish Tribe (Salmon and Shellfish);
19. Three other private independent Shellfish/Beach owners/growers (including Gunstone Clams);
20. U.S. Fish and Wildlife Service (USFWS; Salmon Recovery); and,
21. WDFW (Salmon and Shellfish).

Id. at 44-45.

Copied from page 45 of the Preliminary Design Report, Table 12 shows engaged groups organized by primary project goal (though individuals often demonstrate demonstrated interest in all goals, and expressed appreciation for learning from other interests engaged).

Table 12
Stakeholder Groups and Tribal Trustees

Group	Members/Affiliations
Economy	• Linda Herzog, David Thrasher, representing Quilcene community-at-large • Pacific Seafood, largest private employer in the area (shellfish hatchery) • Other members of the business community: general store, yacht club, other leaders
Recreation	• Quilcene Trails Group • Others, including tribes, duck hunters, recreational fishers, recreational shellfishers
Shellfish	• Pacific Seafood, operate large shellfish hatchery on Quilcene Bay • Jamestown S'Klallam, Port Gamble S'Klallam, and Skokomish tribes • WDFW, manages public and tribally used shellfish on their land in Quilcene Bay • Penn Cove Mussels, Gunstone Clams, and others private shellfish growers on Quilcene Bay.
Education	Teachers at Quilcene School
Salmon Habitat	HCSEG, tribes (see Shellfish, above) Jefferson Land Trust, habitat funding agency representatives (state and federal)
Flooding	Jefferson County Public Works, landowners, Pacific Seafood (facility access crosses floodplain)

Id. at 45.

7. Public Outreach²

According to Cultural Resource Consultants, LLC's 2023 Cultural Resources Assessment for the Big Quilcene River Lower One Mile Habitat Final Habitat Design (22-1096) (2023 Cultural Resources Assessment), as of "1939, the project reach was minimally developed and was dominated by a mix of cleared plots and forested land (Figure 9; Puget Sound River History Project 2015a, 2015b, 2015c)." 2023 Cultural Resources Assessment at 24-25. Figure 9 is repeated below:

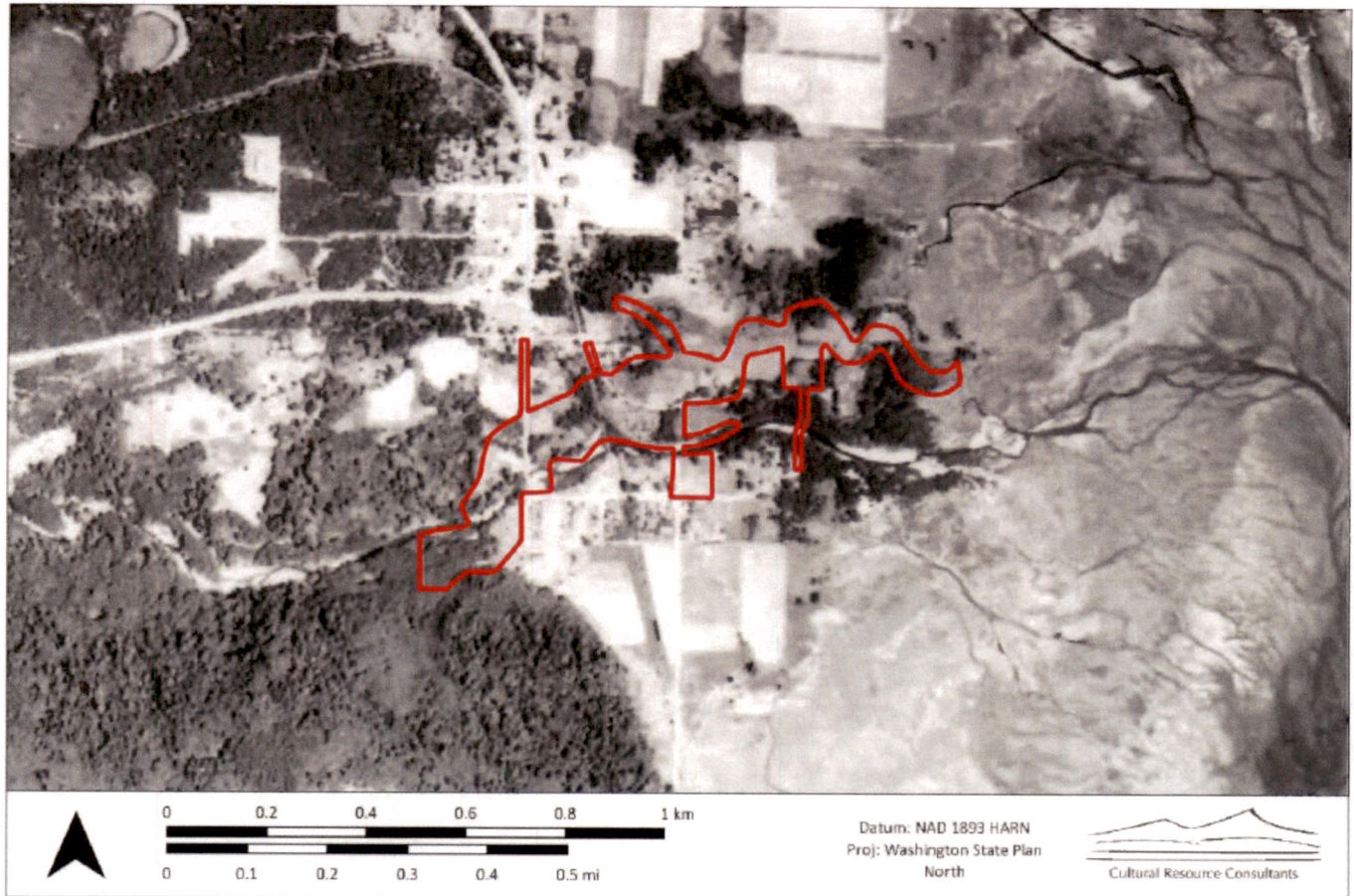


Figure 9. 1939 aerial photography of the project location, annotated in red (Puget Sound River History Project 2015).

2023 Cultural Resources Assessment at 29.

"A bridge provided access across the Big Quilcene River along Rodgers Street, and a railroad was present (also crossing the river). By this time, multiple residences and roads had been constructed

² The discussion below is based on Cultural Resource Consultants, LLC's 2023 Cultural Resources Assessment for the Big Quilcene River Lower One Mile Habitat Final Habitat Design (22-1096) (2023 Cultural Resources Assessment) at 24-30 and the Preliminary Design Report 27 September 2018, Lower Big Quilcene River Preliminary Design Project RCO No. 13-1209 at 26-27 and 43-48.

near and within the project location, including Fremont Avenue (Figure 10; USGS 1940).” 2023 Cultural Resources Assessment at 24. Figure 10 is repeated below:

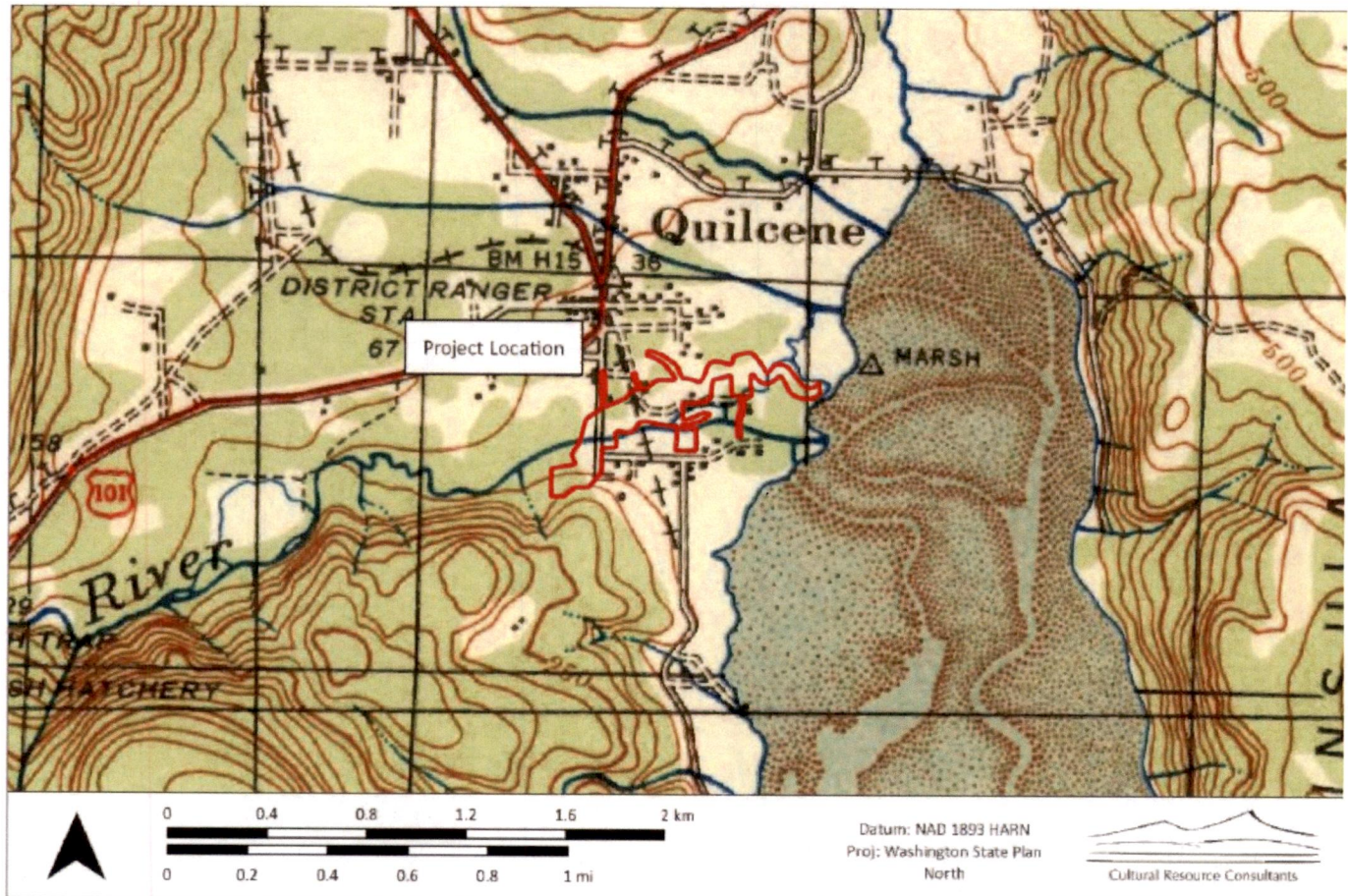


Figure 10. 1940 USGS 15-minute topographic map of the Quilcene quadrangle (USGS 1940).

2023 Cultural Resources Assessment at 30.

“From that point on, historic aerials and atlas maps indicate there was very little development within or surrounding the project reach. Most development occurred in the vicinity of Quilcene to the northwest, though some additional houses were constructed near the project location, particularly south of the Big Quilcene River.” 2023 Cultural Resources Assessment at 24.

“In 1952, portions of the project were owned by the Garrett Development Company and Orville Sewel. Other landowners could not be identified (Metsker 1952a, 1952b). By the 1970s, landowners included a N. Ward, R. Morgan, R. Barret, Jr., among others.” *Id.* “More paved roads were present at this time, along with more residences, though the pace of development does not appear to have quickened in any particular way (Metsker 1978a, 1978b).” *Id.* “The only major change noted in the 1990s was the loss of the Rodgers Street bridge over the Quilcene, which was replaced by the present-day [Linger Longer Bridge] to the east, along Linger Longer Road (Metsker 1997a, 1997b).” *Id.* “Throughout the 2000s, a few new houses were constructed and some were torn down, and by 2021, the project appeared more or less as it does today.” *Id.*

According to the September 2018 Preliminary Design Report RCO No. 13-1209 (Preliminary Design Report), the Project began in 2014, following initial feasibility work completed in 2013 by The Nature Conservancy, which was instrumental in identifying stakeholder and tribal trustees, as well as project vision and goals. The stakeholder and tribal trustee outreach in the lower Big Quilcene River vicinity confirmed that this project area is as a place where restoration is both necessary for the recovery of Hood Canal Summer Chum and likely to successfully garner project funding and local support. Preliminary Design Report at 43.

The Nature Conservancy initiated outreach in 2013. *Id.* The effort to identify and engage with project area landowners began in 2014. In addition to publicly owned conservation lands, there are 64 private landowners in the project reach. *Id.* at 47. In the lower mile of the Big Quilcene River, there are 46 private landowners. *Id.* at 26.

- “Spring, summer, and fall 2014: Feasibility and outreach to landowners began. HCSEG, with assistance from project partners, developed and distributed introductory letters and meeting invitation flyers.” *Id.* at 47.
- “Spring 2015: Two initial in-person neighborhood meetings were scheduled: one weeknight and one weekend day. Attendance at both meetings was low: only one landowner.” *Id.*
- “Fall 2015: As follow-up to the meetings, a short questionnaire was developed and mailed to all landowners within the project area and included a self-addressed stamped envelope. The questionnaire included short responses to flooding, recreation, and confirmation of contact information. Only one questionnaire was returned. This provided the project team valuable information to focus toward revising outreach strategy.” *Id.*
- “2016–2017: In light of earlier outreach efforts, project partners opted to engage landowners on an individual basis, *i.e.*, door to door.” *Id.*
- In early 2017, HCSEG, with the County, sent letters to all 46 landowners in the lower mile of the Big Quilcene River. The letters proposed individual meetings.” *Id.* at 26.
- “With the February 2017 draft preferred alternative in hand, over the course of 10 months, the County and HCSEG met individually with 43 of the 46 project area landowners, with the goal of describing the six project objectives (listed in Subsection 1.1) and to solicit feedback. The meetings focused on learning about what each landowner values about living in the neighborhood, as well as their concerns about the project area. Landowners reported that they enjoy the rural and quiet setting, but they have concerns about flooding, water quality, and safety.” *Id.* at 47.

Most of the 2017 outreach meetings were followed with a second or third meeting, depending on the level of interest; over the course of the year, HCSEG or the County met with most landowners at least once. *Id.* at 26. However, several landowners were not reachable because they no longer lived in the area or the property was owned by a limited liability company or financial institution, so an outreach strategy was developed to reach these property owners. *Id.*

Many of the landowners contacted during public outreach expressed concern about increased flooding risk, both from the river and street runoff. Other concerns revolved around safety, both due to increased traffic and noise during recreational fishing seasons, but also day-to-day vehicle or foot traffic along Linger Longer Road. The landowners most frequently cited the location and quiet natural surroundings as benefits to living in the area. When asked about their view on future restoration, most landowners were in favor of and saw a need for change, either by removing levees or changing road infrastructure, in an effort to reduce the current constrictions of the lower river and so long as their quality of life was not adversely affected. *Id.*

During the outreach meetings, HCSEG and the County presented the preferred alternative, for the Project, described its elements, and solicited feedback. Most landowners were in favor of the preferred alternative, and generally viewed it as a way to improve upon current conditions in the lower river area. *Id.*

HCSEG and JST prepared the Big Quilcene River Bridge Replacement Project Public Outreach Plan, a copy of which is attached as Appendix 1. HCSEG has implemented this plan by providing the required web site, notifications and email communications about the Project required by the plan through the effective date.

8. Effective Date and Term of this MOA.

a. *Effective Date.*

This MOA shall be effective on the date the last Party signs this MOA.

b. *Term.*

This MOA shall have a term commencing on the Effective Date and terminating at the end of the Project (as defined below). The Parties may agree to extend the term of this MOA; provided that any such extension must be in executed in writing by the Parties.

9. Definitions and Conventions.

As used in this MOA, the following conventions and definitions shall apply:

a. *Conventions.*

Words used in this MOA are to be taken and understood in their natural and ordinary sense. Words not defined in this request are meant to have their usual and ordinary meaning in the context used and as defined in the Dictionary by Merriam-Webster (<https://www.merriam-webster.com/>), unless this MOA indicates that a different meaning was intended. Whenever the following terms are used in this MOA (including, without limitation, this Section 9), the meanings in this Section 96 apply. The use of the singular form of a word includes the plural form and vice versa.

b. *Definitions.*

“100-year flood” means a flood that statistically has a 1-percent chance of occurring in any given year.

“100-year flood North boundary” means the area North of the River where a 100-year flood is predicted.

“Adverse environmental condition” means any condition or circumstance including the presence of Hazardous Substances, which does or would: (1) require assessment, investigation, abatement, correction, removal or remediation under any Environmental Law; (2) give rise to any civil or criminal liability under any Environmental Law; (3) create or constitute a private or public nuisance; or, (4) constitute a violation of or non-compliance with any Environmental Law.

“And” means “or” and “or” means “and,” so as to make the term inclusive rather than exclusive.

“Appendix” means an appendix to this MOA, unless clearly stated otherwise.

“APN” means assessor parcel number.

“Bridge Contract” means the Public Works Contract for the Big Quilcene River Bridge Replacement Project Bridge Phase between JST and the Bridge Contractor.

“Bridge Contractor” means any person that contracts to perform the work required for the Bridge Phase.

“Bridge Phase” means the Big Quilcene River Replacement Project—Bridge Phase, as described in the Big Quilcene River Bridge Replacement Final Design Report, Engineering Services Associates, Inc. and Otak, Inc (January 18, 2024).

“Claiming Party” means a Party who asserts claims against another Party through the dispute resolution process in Section 24(c).

“Construction Management” means the construction management required by Section 17.

“Contractor” means collectively all the contractors selected by JST to perform the work required for required for the Project or either phase of the Project.

“County” means Jefferson County, Washington, a political subdivision of the State of Washington, whose headquarters address is 1820 Jefferson Street, Port Townsend, WA 98368 and whose mailing address is P.O. Box 1220, Port Townsend, WA 98368.

“County easements” means easements on properties owned by the County that the County approves as necessary for use in the Project.

“County-owned Properties” means APN

702241002; 702242012; 702243019;; 991200201; 991200202;;; 991200301;; 991200302;; 991200303;; 991200304;; 991200305;; 991200401; 991200405; 991200406; 991200407; 991200502; 991200503; 991200504; 991200505; 991200601; 991200602; 991200603; 991200605; 991200606; 991200607; 991200609; 991201101; 991201102; 991201103; 991201202; 991201203; 991201301; 991201302; 991201303; 991201401; 991201402;

991201403; 991201405; 991201901; 991201902; 991201903; 991202001; 991202101; 991202103; and 991202105.

“County rights of way” or “County ROW” means the rights of way held by the County that the JCPW director approves as necessary for use in the Project.

“County rights of way to be vacated” means the county rights of way to be vacated, as identified on Appendix 3 (in pink). The County rights-of-way are designated APN 000000230 or 000000250.

“County Transportation Improvement Program” means the Six Year Transportation Improvement Program adopted by Jefferson County Resolution 60-1112-24R (November 12, 2024).

“Environmental Law” means any law or regulation relating to health, pollution, or protection of the environment.

“Federally Recognized Indian Tribe” has the same meaning as in 48 CFR § 1480.201, which states “Federally Recognized Indian Tribe” means an Indian Tribe, band, nation, or other Federally recognized group or community on the List of Federally Recognized Tribes. This definition includes any Alaska Native regional or village corporation under the Alaska Native Claims Settlement Act (ANSCA).” For the avoidance of doubt, JST, the Port Gamble S’Klallam Tribe and the Skokomish Indian Tribe are Federally Recognized Tribes.

“First Phase Parcels” means the following parcels without existing Phase I Reports (outlined in green on the diagram attached as Appendix 3): 702242012, 702243019, 991200202, 991200301, 991200303, 991200304, 991200305, 991200401, 991200405, 991200407, 991200503, 991200504, 991200505, 991200602, 991200605, 991200606, and 991200607.

“Floodplain Contractor” means any person that contracts to perform the work required for the Floodplain Phase.

“Floodplain Phase” means the Big Quilcene River Replacement Project—Floodplain Phase, as described in the Big Quilcene River Bridge Replacement Final Design Report, Engineering Services Associates, Inc. and Otak, Inc (January 18, 2024).

“Force majeure” means any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this MOA. Such circumstances include, but are not limited to: (a) acts of God; (b) fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and, (m) other similar events beyond the reasonable control of the

impacted Party. Such circumstances also include flood, provided the flood was not caused by the impacted Party's own acts or omissions.

"Grant for purchasing properties" means the grant obtained by HCSEG to purchase properties which may be used for the Floodplain Phase.

"Grants" means the grants listed in Section 10 and any subsequent grant for funding any portion of the Project.

"Habitat Recovery Pilot Program" or "HRPP" means the Habitat recovery pilot program established by RCW 77.55.480.

"Hazardous Substance" has the same meaning as in RCW 70A.305.020.³

"HCSEG" means the Hood Canal Salmon Enhancement Group, UBI Number: 601 285 471, whose headquarters address is 600 Roessel Road, Belfair WA. 98528.

"HCSEG-owned Properties" means assessor parcel numbers (APN) 701192001, 702241005, 702242013, 702242014, 991201601, 991201602, 991201603, 991200706, 991200707, 991201003, 991201501, 991201502, 991201503, 991201504, 991201505, 991201507, 991201508, 991201510, 991201512, 991201514, 991201701, 991201702.

"JCPW" means the Jefferson County Department of Public Works.

"JCPW Director" means the director of JCPW or their delegee.

"JST" means the Jamestown S'Klallam Tribe, a Federally Recognized Indian Tribe, whose headquarters is currently located at 1033 Old Blyn Highway, Sequim, WA 98382, and who is a successor to the S'Klallam tribe's treaty rights under of the Treaty of Point No Point.

"JST-owned Property" means APN 991200712.

"Licenses issued by the County" means the following licenses: (1) The license issued on March 10, 2025 to Cascade Bridge LLC for APN 937-200-702 located at 101 Rogers Street in Quilcene,

³ (13) "Hazardous substance" means:

(a) Any dangerous or extremely hazardous waste as defined in RCW 70A.300.010 (1) and (7), or any dangerous or extremely dangerous waste designated by rule pursuant to chapter 70A.300 RCW;

(b) Any hazardous substance as defined in RCW 70A.300.010(10) or any hazardous substance as defined by rule pursuant to chapter 70A.300 RCW;

(c) Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);

(d) Petroleum or petroleum products; and

(e) Any substance or category of substances, including solid waste decomposition products, determined by the director by rule to present a threat to human health or the environment if released into the environment.

The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

RCW 70A.305.020(13).

Washington, to access and use that portion of the property described as the “Cascade Bridge Use Area;” (2) The licenses issued on March 10, 2025 and April 22, 2025 for Properties for use for log storage in Quilcene, WA for APNs 991200401 (approximately 0.38-acre vacant lot at the corner of Rodgers Street and Fremont Avenue, Quilcene, WA), APN 991200407 (approximately 0.89-acre vacant lot off Rodgers Street, Quilcene, WA) and, 991200505 (approximately 0.52-acre vacant lot off Fremont Avenue, Quilcene, WA); (3) The license issued on April 22, 2025 for the Properties to construct a private road and bridge to the Bonneville Power Administration’s Fairmont No. 2 Substation (including excavation) and to create a 0.4-acre staging area in Quilcene, WA for APNs 000000250 (approximately 1-acre north of the eastern end of Muncie Ave, Quilcene, WA), 991201403 (approximately 0.7-acres north of the eastern end of Muncie Ave, Quilcene, WA), 991201402 (approximately 0.9-acres adjacent to the eastern end of Fremont Ave, Quilcene, WA), 991201202 (approximately 2-acres adjacent to Fremont Ave, Quilcene, WA), 000000230 (approximately 1.8-acres at Fremont Ave, Quilcene, WA), and, 991201302 (approximately 2.0-acres adjacent to the eastern end of Fremont Ave, Quilcene, WA); and, (4) The license issued on May 5, 2025 for the Properties to construct temporary access roads and stream channels between Linger Longer Rd and the Big Quilcene River mouth for APNs 991200502 (1.0-acres bordering the west side of Linger Longer Rd, Quilcene, WA); 991201203 (1.25-acres bordering the east side of Linger Longer Rd, Quilcene, WA); 991201301 (0.77-acres east of Linger Longer Rd, Quilcene, WA); 991201303 (0.62-acres east of Linger Longer Rd, Quilcene, WA); 702241002 (11.15-acres east of Linger Longer Rd, Quilcene, WA); 991202001 (3.62-acres east of Linger Longer Rd, Quilcene, WA); 991202101 (0.76-acres east of Linger Longer Rd, Quilcene, WA); 991202105 (1.76-acres east of Linger Longer Rd, Quilcene, WA).

“Linger Longer Bridge” means the Linger Longer Bridge in Quilcene, Washington 98376, Federal Structure No. 8320300.

“Linger Longer Road” means Linger Longer Rd, Quilcene, Washington 98376, Road Number and Letter: C301309 on the County Road List.

“List of Federally Recognized Tribes” means the List of Federally Recognized Tribes,” means the list described in 25 U.S.C. § 5131. The current List of Federally Recognized Tribes is located in 89 FR 5 [FR DOC [#2024-00109](#)] (January 8, 2024).

Lower Elwha Klallam Tribe means the Federally Recognized Indian Tribe, whose headquarters is currently located at 2851 Lower Elwha Road, Port Angeles, Washington 98363, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point.

“Member” means a member of any Federally Recognized Indian Tribe that has Treaty Rights under the Treaty of Point No Point and any other applicable treaty with Indian tribes that encompasses the project reach.

“MOA” means this Memorandum of Agreement By and Between the Jamestown S’Klallam Tribe, the Hood Canal Salmon Enhancement Group, and Jefferson County, Washington for Constructing and Maintaining the Big Quilcene River Bridge and Floodplain Phases of the Project.

“Next Phase Parcels” means the following parcels without existing Phase I Reports (as shown in brown and not outlined in green on the diagram attached as Appendix 3): 702241002, 991299302, 9911200601, 991200609, 000000250, 991200502, 991201203, 9911201101, 9911201102, 991201001, 991201202, 991201102, 991201301, 991201302, 991201303, 991201401, 991201402, 991201403, 991201405, 991201901, 991201902, 991201903, 991202001, 991202101, 991202103, and, 991202105.

“Parties” means the County, the HCSEG and the JST collectively.

“Party” means one of the Parties.

“Phase I Report” means a report that is consistent with the version of ASTM 1527 for Phase I Environmental Site Assessments in effect when the report was written.

“Port Gamble S’Klallam Tribe” means the Federally Recognized Indian Tribe, whose headquarters is currently located at 31912 Little Boston Road NE, Kingston, Washington 98346, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point.

“Project” means the Big Quilcene River Bridge Replacement Project, which includes the Bridge Phase and the Floodplain Phase.

“Project reach” means within the geographical boundaries of the Project, as shown on Figure 13 on page 20 of the Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024).

“Properties within the 100-Year Flood North Boundary” means the following parcels within the project reach and the existing modeled 100-year flood North boundary:

- a. John V. & Dawn Bergson (APN Parcels 7022241004 and 991200502);
- b. Andy J. Davidson (APN Parcel 702241003);
- c. Lacey & Bundy Finley (APN Parcel 991200404); and,
- d. Donny Phelps (APN Parcels 991200402 and 991200403).

“RAISE Grant” means a grant under the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program under established under the American Recovery and Reinvestment Act of 2009 and administered by the United States Department of Transportation.

“RAISE Reporting Requirements” means the reporting requirements in the Performance Measurement Guidance for the RAISE Discretionary Grant Program (June 2023).

“River” means the Big Quilcene River.

“Replacement Bridge” means the bridge that will be constructed as part of the Bridge Phase.

“Responding Party” means a Party against whom a claims is made pursuant to the dispute resolution provisions of Section 24(c)

“Salmon Recovery Funding Board” means the Washington State Salmon Recovery Funding Board.

“Section” means a section in this MOA, unless clearly stated otherwise.

“Skokomish Indian Tribe” means the Federally Recognized Indian Tribe, whose headquarters is currently located at 80 N Tribal Center Road, Shelton, Washington 98584.

“Treaty of Point No Point” means the treaty signed by Governor Isaac Stevens on behalf of the United States with representatives of the S’Klallam, the Chimacum, and the Skokomish tribes on January 16, 1855 at Point No Point, on the northern tip of the Kitsap Peninsula, and which was ratified by the United States Senate on Mar. 8, 1859. See December 1910 letter and petition signed by the Clallam Tribe of Indians of the State of Washington, placed in the Congressional Record, https://library.jamestowntribe.org/ld.php?content_id=51314817, Accessed February 16, 2025. The Treaty of Point No Point can be found at [12 Stat. 933, 2 KAPP 674](#) (1855).

“Treaty Rights” means the rights secured in perpetuity to the signatory Indian tribes and their successors in the Treaty of Point No Point, which states in Article 4:

*Privileges
to Indians*

ARTICLE 4. The right of taking fish at usual and accustomed grounds and stations is further secured to said Indians, in common with all citizens of the United States; and of erecting temporary houses for the purpose of curing; together with the privilege of hunting and gathering roots and berries on open and unclaimed lands. *Provided, however,* That they shall not take shell-fish from any beds staked or cultivated by citizens.

[12 Stat. 933, 2 KAPP 674](#) (1855). The Tribes have Treaty Rights under the Treaty of Point No Point.

“Treaty Rights Easement” means the easement required by [Section 18\(k\) and Appendix 4-5](#).

“Tribal Bridge Program” means the Tribal Transportation Program Facility Bridge Program established under 23 U.S.C §202(d) and administered by the U.S. Department of Transportation under 23 CFR Part 661 and the U.S. Department of Interior under 25 CFR Part 170.

“Tribes” means a Federally Recognized Indian Tribe, who is a successor to the Treaty Rights in Article 4 of the Treaty of Point No Point and any other applicable treaty with Indian tribes that the project reach encompasses, including but not limited to the Jamestown S’Klallam Tribe, the Lower Elwha Klallam Tribe, the Port Gamble S’Klallam Tribe, and the Skokomish Indian Tribe.

“Wilson-Knutzen Property” means the property located at 331 Rodgers Street (corner of Muncie Ave and Rodgers Street, APN No. 991200101) and owned by Karen L. Wilson-Knutzen.

10. Grant Funding for the Project.

Funding for the Project has been provided by JST and HCSEG as follows:

- a. HCSEG secured funding for the design and permitting through:
 - i. Salmon Recovery Funding Board Project Agreement #17-1053 Lower Big Quilcene Restoration Final Design (\$403,073);
 - ii. Salmon Recovery Funding Board Project Agreement #22-1096 Big Quilcene River Lower One Mile Final Habitat Design (\$883,660);
 - iii. National Fish and Wildlife Foundation grant #0318.22.072663 Designing a Big Quilcene River Restoration on the Lower One Mile (\$572,500); and
- b. JST and HCSEG prepared a RAISE Grant application to the FHWA-USDOT program, and secured funding to JST in the amount of \$24,999,801.21 for the Replacement Bridge and Floodplain construction activities [USDOT-FHWA], Award No 693JJ32440345.
- c. JST secured funding through a grant from the Tribal Bridge Program in the amount of \$12,286,665.07.

HCSEG and JST contributions to the Project total \$39,145,699.07.

11. SEPA Exemption.

The Project meets the all the requirements for a “fish habitat enhancement project,” under RCW [77.55.181](#). Therefore, pursuant to RCW [77.55.181](#)(2), the Project is not subject to review under RCW [43.21C.030](#)(2)(c), the requirement that public agencies conduct reviews under the State Environmental Policy Act, chapter [43.21C](#) RCW.

12. Permitting for the Project.

The Bridge Phase and the Floodplain Phase are permitted separately.

- a. Washington’s Habitat Recovery Pilot Program (HRPP) exempts fisheries habitat improvement projects from most local permitting. The HRPP staff determined that the Project qualifies as fish habitat improvement projects.
- b. The Bridge Phase has no wetland or waters of the United States impacts, so the United States Army Corps of Engineers has indicated that no federal permits will be required for the Bridge Phase.
- c. Archeological studies have determined there are no historical preservation issues.
- d. On February 28, 2025, JST accepted the conditions of approval for a general permit for the Bridge Phase, making that general permit effective to authorize JST to begin work on the Bridge Phase.
- e. HCSEG and JST have obtained all local, state and federal permits required for the Project, except for the County’s general permit for the Floodplain Phase.

- f. The County's general permit for the Floodplain Phase shall be issued within three (3) business days of the effective date.

13. Joint Obligations of the Parties.

The Parties agree that each Party shares joint obligations as follows:

- a. *Cooperation.*

The Parties shall cooperate to complete the Project for the Public Purposes for this Project stated in Section 5.

- b. *Good faith.*

The parties shall exercise good faith in performing all of their obligations under this MOA.

14. Additional Obligations of Each Individual Party.

The additional obligations of each individual Party shall be as follows:

- a. *Obligations of JST.*

JST shall:

- i. Comply with Section 18 on transfer of the Parcels for Transfer to JST.
- ii. Along with HCSEG, perform all Grant management activities.
- iii. Complete competitive bid processes for the Bridge Phase and the Floodplain Phase.
- iv. Secure approval from the County for Project designs, access agreements, easements, and county permits.
- v. Construct the Bridge Phase and the Floodplain Phase in a timely manner.
- vi. Provide construction oversight, inspections, construction documentation, and as-builts for the Bridge Phase and the Floodplain Phase to the satisfaction of the County and HCSEG.
- vii. Require the Contractor to use the County's maintenance yard off Roger's Street in Quilcene for a reasonable fee.
- viii. The County has reviewed JST's contractor's certificates of insurance and certain insurance policy forms that are part of the applicable insurance policies. The coverages provided are summarized in Appendix 2. The County considers the coverages and policy limits identified in certificates of insurance provided to the County to be acceptable.

- A. JST shall cause the Contractor's insurers listed in Appendix 2 to name the County, its officers, officials, employees, agents and volunteers (and their marital communities) as an additional insured party under each insurance policy under which JST has been named as an additional insured;
 - B. JST shall cause the Contractor's insurers to furnish the County with properly executed certificates of insurance that, at a minimum, shall include: The limits of coverage for each policy on which JST has been named an additional insured, including those insurance policies listed in Appendix 2; the project name and agreement number to which it applies; the certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, a statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County.
 - C. JST shall obtain or cause the Contractor to maintain the coverages and limits of liability listed in Appendix 2 and shall ensure the Contractor causes each of its insurers listed in Appendix 2 to name JST to be an additional insured throughout the term of the Project. However, in doing so, JST does not waive sovereign immunity nor any defense to any such claims merely by agreeing to obtain the requested insurance.
- ix. JST shall support the County's open house, which shall be conducted at the Quilcene Community Center within 30 days after the effective date.
- b. *Obligations of HCSEG.*

HCSEG shall:

- i. Perform all actions required by Section 19 regarding Properties within the 100-Year Flood North Boundary.
- ii. Perform all actions required by Section 20 regarding Revision to Big Quilcene River South Setback Levee.
- iii. Allow JST to access, utilize, and construct project elements on HCSEG-owned properties within the project reach.
- iv. Within 30 days after the effective date, HCSEQ shall amend the Big Quilcene River Bridge Replacement Project Public Outreach Plan to provide additional public outreach as follows: (1) HCSEQ shall support the County's open house, which shall be conducted at the Quilcene Community Center within 30 days after the effective date; (2) Written notice sent to every address within the project reach at least 7 days before any event likely to cause disruption to anyone living within the project reach is expected to occur

- v. Cooperate with the JCPW to secure any additional properties needed for the construction of the Bridge Phase or the Floodplain Phase, other than those secured by the licenses issued by the County.
- vi. Along with JST, perform all Grant management activities.
- vii. Assist JST with administrative oversight. Coordinate with JST and serve in an administrative oversight role during construction, as needed.
- viii. Review, comment, and approve constructed products in a timely manner, as appropriate.
- ix. Provide reforestation and long-term project stewardship of the Project, not including maintenance of transportation and flood protection infrastructure.
- x. Provide a monthly status report to the Tribes on the progress of the project.
- c. *Obligations of the County.*

The County shall:

- i. Comply with Section 18 on transfer of the County-owned Properties from the County to JST.
- ii. Upon approval by the County Administrator, JCPW shall issue a General Permit for the Floodplain Phase within 10 business days receipt by JCPW of all of the following documents for the Floodplain Phase:
 - A. A fully executed copy of this MOA;
 - B. A fully executed copy of all construction engineering contracts for the Floodplain Phase; and;
 - C. Final Plans, Specifications & Estimate for the Floodplain Phase.
- iii. Assist the other Parties in coordination of the Project through applicable Jefferson County processes.
- iv. Review, comment, and approve design products, access agreements, and county permits in a timely manner.
- v. Allow JST to construct the Bridge Phase and the Floodplain Phase on County-owned properties and rights of way (ROW).
- vi. Participate in the final punch list walk through for the Bridge Phase.
- vii. Accept ownership and maintenance responsibilities for the new Linger Longer Road upon completion of the road deemed satisfactory in writing by the JCPW director.

- viii. Participate in the final punch list walk through for the Floodplain Phase.
- ix. Not unreasonably withhold approval or acceptance of any document that requires review by the County.
- x. Conduct a public outreach open house at the Quilcene Community Center within 30 days after the effective date to provide information on the progress of the Project so far and the plans by HCSEG and JST for completion of the Project. For the avoidance of doubt, the purpose of the open house shall not include the receipt of public comments on the design of the Project, since implementation of the design and construction already have begun.
- xi. Pay for and obtain title reports for each of the County-owned Properties.

15. The County's Acceptance of Maintenance Responsibility for the Linger Longer Road and the Replacement Bridge after completion of the Bridge Phase.

- a. Upon written approval and acceptance by the JCPW director of the completion of the Bridge Phase, the County shall accept responsibility to perform all maintenance for the new Linger Longer Road and the Replacement Bridge.
- b. Upon written approval and acceptance by the JCPW director of the completion of the Bridge Phase, HCSEG and JST shall have no obligation or responsibility to perform maintenance or modification on the new Linger Longer Road or the Replacement Bridge.
- c. Upon written approval and acceptance by the JCPW director of the completion of the Floodplain Phase, HCSEG and JST shall have no obligation or responsibility to perform maintenance or modification any other County-owned structure or road that was part of the Project.

16. No Liability for the County for Design or Construction Undertaken by HCSEG or JST for the Floodplain Phase.

The Parties agree that the design and construction of the Floodplain Phase was undertaken by HCSEG and JST.

17. Construction Management.

The Contractor shall supervise and direct the work, using its best skill and attention, and shall perform the work in a skillful manner. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work, unless the contract documents give other specific instructions concerning these matters. Performance of the work shall be directly supervised by a competent superintendent who is satisfactory to JST and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of JST. Contractor shall be responsible to JST for acts and omissions of the Contractor, any subcontractors, and their employees and agents.

18. Transfer of the County-owned Properties from the County to JST.

a. *Transfer to JST.*

As authorized by RCW [39.33.010](#), the County-owned Properties shall be transferred from the County to JST pursuant to this [Section 19](#) and [Appendix 4](#), but subject to JST's right to object to the transfer of a County-owned Property pursuant to [Section 19\(e\)](#), in which case that County-owned Parcel shall not be transferred and shall be subject to the requirements of [Section 19\(i\)](#) for adding a flowing waters easement. The purposes of this transfer are to facilitate the continuing efforts of the JST to construct and maintain the Floodplain Phase and reduce the risk to the County and JST by aligning ownership with the entity that obtained the model predicting flow after installation of the Floodplain Phase and who is contracting for the work on the Floodplain Phase.

b. *The County's Disclosure Related to Transfer of the County-owned Properties.*

The County obtained the County-owned Properties for purposes of flood control over many years. The County has not engaged in operations at any of the County-owned Properties in a manner that would cause any Adverse Environmental Condition. The County has no knowledge of any Adverse Environmental Condition at any of the County-owned Properties that existed prior to its ownership. The County has no knowledge of any aspect or condition any of the County-owned Properties that violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to any of the County-owned Properties without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on any of the County-owned Properties. The County has no knowledge of the existence or prior existence on any of the County-owned Properties of any Hazardous Substance at such levels, quantities, or location, or of such form or character, as to constitute a violation of federal, state or local laws or regulations, and present a material risk under federal, state or local laws that a County-owned Property will not be available or usable for the purposes contemplated by this MOA.

c. *Assistance by the County in JST's Due Diligence.*

The County has provided reasonable assistance to JST, including providing information that the county had in its possession, custody or control on the County-owned Properties for transfer to JST pursuant to this [Section 18](#), which included legal obligations or encumbrances (easements, legal judgments, settlement agreements) and Phase I Environmental Assessments and title reports on all of the County-owned Properties.

d. *Environmental Due Diligence Completed by the JST for All the County-Owned Properties, except APNs 991200201, 991200406, 991200603, and 991201103.*

JST has completed its environmental investigation and due diligence for all of the County-owned properties, except for APNs 991200201, 991200406, 991200603, and 991201103.

e. *Completion of Remaining JST Due Diligence and Deadline to Object to Transfer.*

Title reports have been provided to JST for all the County-owned Properties. JST shall complete all of its remaining due diligence for a County-owned Property within 30 days of receipt of a title report or the effective date of this MOA, whichever is longer. JST may object in writing to accepting any County-owned Property up to 40 days from receipt of a title report for that County-owned Property. By failing to object in writing to accept a County-owned Property within 40 days of receipt of a title report, JST waives its right to object to accept transfer of that County-owned Property.

f. *Vacation of County Rights of Way to be Vacated Adjacent to County-owned Properties Transferred to JST pursuant to this MOA.*

- i. The County agrees to transfer to JST all of County Rights of Way to be Vacated.
 - ii. The Parties shall cooperate in good faith to use the process described below to transfer from the County to JST each County Rights of Way to be Vacated.
 - iii. Within 30 days after the transfer of all of the Next Phase Parcels pursuant to Section 18(a), JST and the County and JST shall file in Jefferson County Superior Court, one or more civil actions seeking to quiet title to county rights of way abutting County-owned Property to be vacated pursuant to this MOA. The County will take the lead in drafting the complaint for the quiet title action.
 - iv. The County and JST shall stipulate to findings of fact, conclusions of law and a judgment in the quiet title action seeking to quiet title to county rights of way abutting each County-owned Property to be vacated pursuant to this MOA within 30 days of the filing of the quiet title action by JST. The County will take the lead in drafting the stipulated findings of fact, conclusions of law and a judgment in the quiet title action.
- g. The County and JST shall cooperate to create template forms which may be used to effectuate the transfer of rights of way to be vacated.
- h. *Consolidation of Parcels.*
- i. The County-owned Properties accepted for transfer by JST shall be consolidated into as few parcels as possible as determined by the Jefferson County Assessor's Office.
 - ii. Consolidation shall be completed after judgments are entered the quiet title action required by Section 18(f) (County Rights of Way to be Vacated).
 - iii. All consolidated parcels shall be subject to every covenant or easement either existing before the effective date or required pursuant to this MOA on any of the parcels which have been consolidated.

i. *County-owned Property not Accepted by JST—Flowing Waters Easement.*

Based on its investigation, JST may object to accepting transfer of any of the County-owned Properties pursuant to the process described in Section 19(e). If JST chooses to object to transfer of a County-owned Property, then for each such property, the County and JST shall enter into a permanent flowing waters and maintenance easement in substantially the same form as in Appendix 5.

j. *Compliance with Existing Conservation Covenants, Deeds of Right or Easements.*

The transfer to JST of the County-owned Properties shall be subject to existing covenants, deeds of right or easements existing on a County-owned Property for that were required by any grant issued for purchase of such parcel. JST shall undertake the role of required of the County under such covenants, deeds of right or easements. the Parties shall cooperate with the State Recreation Office (RCO) to obtain approval of the transfer of any of the County-owned Properties to which a deed of right recorded with an RCO deed of right.

k. *Protection of Treaty Rights of the Tribes and their Members.*

- i. The Parties agree that the Treaty Rights of Tribes and Members shall be preserved on all of the County-owned Properties, after final transfer of such parcels from the County to JST.
- ii. Within 30 days of the final transfer of each of a County-owned Property, JST shall record with the Jefferson County Auditor a Treaty Rights Easement in substantially the same form as in Appendix 4-5 for all County-owned Properties that protects the Treaty Rights of the Tribes and their Members.

l. *Public Access Covenant.*

The transfer to JST of a County-owned Property shall be subject to a public access covenant in substantially the same form as in Appendix 6.

m. *Vacation of County Rights of Way to be Vacated Adjacent to County-owned Properties Transferred to JST pursuant to this MOA.*

- i. County Rights of Way to be Vacated shall be transferred from the County to JST pursuant to the process described below.
- ii. Within 30 days after consolidation of the Next Phase Parcels pursuant to section 18(h), JST shall file a quiet title action in Jefferson County Superior Court, seeking to quiet title to each County-owned Property transferred to JST that is next to a County right of way to be vacated, the County Rights of Way to be Vacated pursuant to this Section.
- iii. The County and JST shall stipulate to findings of fact, conclusions of law and a judgment in the quiet title action within 30 days of the filing of the quiet title action by JST.

- iv. The County and JST shall cooperate to create template forms which may be used to effectuate the transfer of rights of way to be vacated.

- n. *Survival Past Expiration or Termination of MOA.*

This Section 18 shall survive the expiration or termination of this MOA.

19. 100-Year Flood North Boundary Conditions.

- a. *Required written notice to the owners and occupants of the Properties within the 100-Year Flood North Boundary.*

Not later than the later of 30 days before the start of construction or 30 days from the effective date of this MOA, whichever is later, HCSEG shall provide a new written notice to all of the owners and occupants of the Properties within the 100-Year Flood North Boundary of the plan for construction of the of the Floodplain Phase on the Properties within the 100-Year Flood North Boundary of the coming construction work, even though modeling has shown that the construction will not likely increase the risk of flooding on the Properties within the 100-Year Flood North Boundary. *See Big Quilcene River Bridge Replacement Final Design Report Appendix F Project Hydraulics Reports - Bridge Hydraulics Report and New River Hydraulics Report 2024.* Regardless of the Project's potential lack of effects of river flooding.

- b. *HCSEG has used commercially reasonable efforts HCSEG to purchase all of the Properties within the 100-Year Flood North Boundary.*

The Parties agree that HCSEG has used commercially reasonable efforts that a reasonable person in HCSEG's position would use to purchase all of the Properties within the 100-Year Flood North Boundary. For the avoidance of doubt, "commercially reasonable efforts" shall not include purchasing the Properties within the 100-Year Flood North Boundary Condition for more than grant funding from the grant for purchasing properties allows.

- c. *Notification of inability to purchase the Properties within the 100-Year Flood North Boundary, after using commercially reasonable efforts.*

HSEG provided notification to the County on May 26, 2025 that all the Properties within the 100-Year Flood North Boundary Condition cannot be could not be purchased using commercially reasonable efforts, including a written explanation of why the purchase of the Properties within the 100-Year Flood North Boundary Condition cannot be completed, despite the exercise of commercially reasonable efforts.

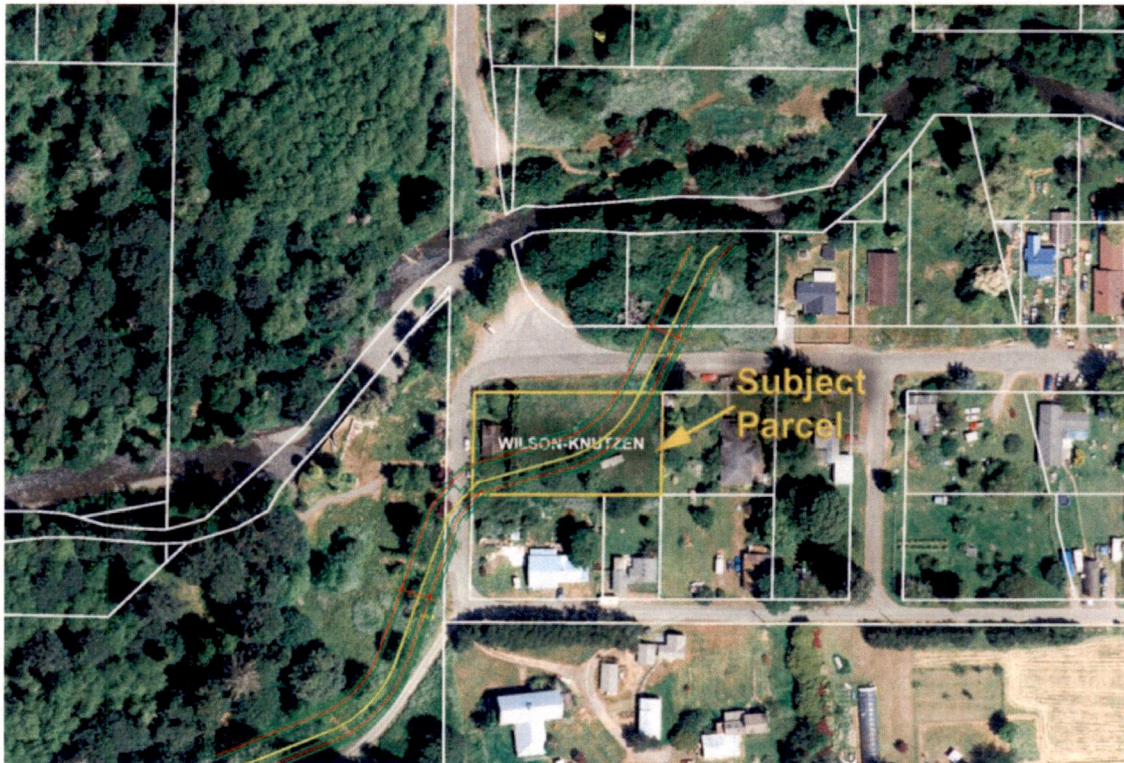
20. Revision to Big Quilcene River South Setback Levee.

- a. Purchase of Wilson-Knutzen Property.

For an amount up to the remaining grant funding available to HCSEG for purchasing properties from the grant for purchasing properties, HCSEG shall purchase the Wilson-Knutzen Property for use in the Floodplain Phase.

b. Moving tie-in point of the Big Quilcene River South Setback Levee.

Following purchase of the Wilson-Knutzen Property, JST shall move the tie-in point of the Big Quilcene River South Setback Levee about 200 feet downstream of Rodgers Street as shown in the drawing below. Moving the Big Quilcene River South Setback Levee would eliminate about 250 feet of Muncie Ave and up to 300 feet of Rodgers Street. JST will provide engineering and construction of revised setback levee, Cul de sac, and parking lot.



c. Construction of cul de sac.

Following moving the Big Quilcene River South Setback Levee, JST shall construct a cul de sac and a parking lot meeting the County's specifications;

d. Building the trail.

Following construction of the Cul de sac and parking lot meeting the County's specifications, JST shall build a trail which shall go up and over the Big Quilcene River South Setback Levee to the park owned by the County on APN No. 991200205.

e. Reforestation.

HCSEG shall provide reforestation of the area at and near the work required by this Section.

f. HCSEG acquisition actions.

HCSEG shall complete all actions required by this Section, including:

- i. RCO amendment of HCSEG's property acquisition grant;
- i. Environmental assessment;
- ii. Cultural resources assessment;
- iii. Appraisal;
- iv. Review appraisal;
- v. Purchase and sales agreement; and,
- vi. Title report.

g. HCSEG required actions after acquisition of the Wilson-Knutzen Property.

Following purchase of the Wilson-Knutzen Property by HCSEG, HCSEG shall decommission the residence on APN No. 991200101.

21. Governing Body Approval Condition.

This MOA shall not be effective until all of the governing body approval conditions below are satisfied:

a. *Final Approval by the County Board of Commissioners.*

This MOA is contingent upon written approval by the Jefferson County Board of Commissioners in an open public meeting as required by the Washington Open Public Meetings Act, chapter 42.30 RCW.

b. *Final Approval by the Jamestown S'Klallam Tribal Council*

This MOA is contingent upon written resolution by the Jamestown S'Klallam Tribal Council.

22. Third-Party Beneficiaries.

The Parties do not intend, and nothing in this MOA shall be construed to mean, that any provision in this MOA is for the benefit of any other person or entity who is not a Party; except any Federally Recognized Indian Tribe that was a party to the Treaty of Point No Point or other applicable Treaty is an intended beneficiary of a Treaty Rights Easement and a Treaty Rights Easement only.

23. Jurisdiction Preserved.

Nothing in this MOA shall be construed to cede or to alter any jurisdiction of any Party to this MOA, to otherwise modify legal rights of any person not a Party to the MOA, to accomplish any

act contrary to local, state, tribal, or federal law, or to subject the Parties to liability to which they would not already be subject by law, except as specifically required by this MOA.

24. Governing Law, Consolidated Defense, Dispute Resolution and Venue.

a. *Governing Law.*

It is understood and agreed this MOA is entered into in the State of Washington. This MOA shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents.

b. *Consolidated Defense of Claims Related to this MOA.*

- i. In exchange for agreeing to be bound to the dispute resolution requirements in Section 24(c), the Parties agree to maintain a consolidated defense to claims made against them related to this MOA in a lawsuit to which two or more of the Parties are defendants and to reserve all claims against each other in the lawsuit until after liability to the claimant and damages are adjudicated in the lawsuit. However, the JST may, if it is joined in the lawsuit or determines it is in its best interests to intervene, ask to be dismissed from the case on the basis of sovereign immunity without violating this provision.
- ii. A Claiming Party shall provide timely notice of any claim to every Responding Party that the Claiming Party believes the Responding Party may have liability to the Claiming Party for a type of claim covered by under Section 24(c). The burden of proving notice is not timely is on the Responding Party, who must prove substantial prejudice caused by any delay in giving notice. To establish actual prejudice resulting from delayed notice, Responding Party must adduce affirmative proof of an advantage lost or disadvantage suffered as a result of the delay, which has an identifiable detrimental effect on the Responding Party's ability to evaluate or present defenses to the claim.
- iii. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment for dispute resolution pursuant to Section 24(c).
- iv. No Claiming Party shall agree to a settlement of liability, fault, damages or apportionment, without the prior written consent of all Responding Parties if the Claiming Party intends on seeking contribution from a Responding Party.

c. *Dispute Resolution.*

- i. The Parties shall first seek to resolve any dispute through good-faith negotiation and may, on a case-by-case basis, agree to mediation prior to binding arbitration. The County recognizes that the requirement to first seek to resolve any dispute through good-faith negotiation is a jurisdictional pre-requisite to the limited waiver of JST's sovereign immunity contained in this Section 24(c).

ii. Any controversy, dispute, or claim regarding compliance with this MOA shall be subject to resolution by final and binding arbitration pursuant to this Section 24(c);

ii. Principles of Responsibility.

- A. No Party shall be held liable for the acts or omissions of employees, agents, or representatives of another Party that are performed pursuant to this MOA;
- B. The Parties understand the Project involves areas within a flood plain, and no party is agreeing in this MOA that it is responsible for acts of god or the inherent risk, or prior acts, already present or which have already occurred in the area in question prior to bridge or flood plain construction.
- C. A Party shall not be required to reimburse any other Party or their officers, officials, employees, agents and volunteers (and their marital communities) harmless if a claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the another Party or their officers, officials, employees, agents or volunteers performed pursuant to this MOA;
- D. If any concurrent act occurs or omission of the Parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each Party and their officers, officials, employees, agents or volunteers; and,

If any concurrent act occurs or omission of a Party or their officers, officials, employees, agents and volunteers, negligent or otherwise, the Party shall be responsible to pay only for the comparative liability of the Party or their officers, officials, employees, agents or volunteers.

- E. The County and JST recognize that the provisions for binding arbitration set out in this Section 24 constitute a limited waiver of JST's sovereign immunity pursuant to Section 25 for purposes of arbitration and for enforcement of any arbitration award or judgment in the Superior Court of Washington for Jefferson County.
- F. Any Party may initiate arbitration by providing written notice of intent to arbitrate to another Party, together with a statement of the matter in controversy. It is the intent of the Parties that the arbitration be conducted by a single arbitrator. If within thirty (30) days of the notice of intent to arbitrate, the Parties are unable to agree upon such single arbitrator, any Party may apply to the Superior Court of Jefferson County for the selection of a single arbitrator. Each Party involved in an arbitration shall bear an equal cost of the single arbitrator. Any arbitrator appointed under this provision must be an active member of the Washington State Bar.
- G. The arbitration rules and procedures set out in chapter 7.04A RCW shall govern the arbitration process, the Washington State Superior Court Civil Rules shall govern pre-hearing discovery to the extent not incompatible with the procedures set forth in chapter 7.04A RCW, and the Washington State Rules of Evidence shall govern the presentation of evidence at the arbitration hearing.
- H. An arbitration shall be final and binding on all Parties to the proceeding, and judgment upon any award or decision rendered by the arbitrators may be entered in the Superior Court of Jefferson County, Washington, and enforced in the same manner as any other judgment.
- I. Nothing in this MOA shall be deemed or construed to confer on the arbitrator or arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this MOA.
- J. No Claiming Party shall seek to compel payment of an arbitration award, if any, that exceeds the amount of a Responding Party's available liability coverage for the arbitration award. Within 5 business days of the issuance of the award, the Party against whom the award was issued shall provide notice of the issuance of the award and a demand for payment to the provider of its liability coverage, with a copy to the other Parties.

If the arbitration award exceeds the amount of available liability coverage, only an amount equal to the amount of available liability coverage shall be paid.

- K. If after an arbitration award is issued, the Parties disagree on the amount of available coverage from a Party's provider of the liability coverage, or if the provider of the liability coverage refuses to pay the award within 30 days of issuance, then the Party against whom the award was issued shall assign its rights to the Party who prevailed in the arbitration, who then may pursue the provider of liability coverage to recover the full amount of the arbitration award. The pursuit of the arbitration award against a Party's provider of the liability coverage shall be at no cost to the Party against whom the award was issued. However, the Party against whom the award was issued shall make available witnesses and relevant documents to the Party who prevailed in the arbitration at no cost. But the Party against whom the award was issued shall have no other obligation related to pursuit of coverage for the arbitration award, including but not limited to no obligation to pay to fund the recovery effort against the provider of the liability coverage. The Party with rights assigned under this subsection covenants not to sue the Party assigning rights as part of the consideration for the assignment.
- L. With respect to later discovered hazardous substances found on the parcel(s) after transfer, which were present on the date of transfer but unknown to the County, JST covenants not to later make a claim against or sue the County for any Hazardous Substance that is discovered on any transferred County-owned Property after the effective date of this Agreement; provided, that the County did not have any real or constructive knowledge of the Hazardous Substance on the transferred Property and failed to disclose it. This does not apply to any new release of substances or future acts of the County with respect to the parcel(s). This covenant may be enforced by specific performance because the Parties agree that no adequate remedy exists at law.

d. *Survival Past Expiration or Termination of MOA.*

This Section 24 shall survive the expiration or termination of this MOA.

25. Mutual Limited Waiver of Sovereign Immunity.

a. *Limited Waiver.*

The County and JST enter into a limited mutual waiver of their respective sovereign immunities for the sole and limited purposes of enforcing the dispute resolution provisions in Section 24, and for no other purpose. Neither the County or JST waives its sovereign immunity for any other purpose or with respect to or for the benefit of any other third-party, entity, person or government. Provided, that the County and JST's limited waiver of sovereign immunity set out in this Section 25 is limited to the dispute resolution provisions in Section 24.

b. *Not a General or Specific Waiver.*

Except for the limited waiver of sovereign immunity provided in this Section 25, nothing in this MOA shall be construed as a general or specific waiver of the County or JSTs sovereign immunity, which immunities are expressly asserted. Furthermore, nothing contained in this limited waiver shall be construed to create a contractual relationship with or a cause of action in favor of any third party against the County or JST. This limited waiver of sovereign immunity is not, and shall not be deemed to be, a consent by the County or JST to the levy of any judgment, lien or attachment on any appropriations received from any government by agreement or by grant or upon any property or revenues of the County or JST. The waiver likewise does not relate to any act or omission not directly attributed to the Project itself. It is not a general waiver for any future claims by persons who are not Parties to this MOA related to the Project or otherwise.

c. *Survival Past Expiration or Termination of MOA.*

This Section 25 shall survive the expiration or termination of this MOA. For the avoidance of doubt, nothing in this subsection is intended to expand the scope of the waiver in this Section 25.

26. Federal Tort Claims Act.

Nothing in this MOA shall preclude HCSEG, JST, the County, or their respective employees, agents, or representatives from seeking the benefits and protections of the Federal Tort Claims Act (28 U.S. Code § 2671, et seq.). It is expressly agreed and understood that the dispute resolution provisions provided for in Section 24 are for the benefit of the Parties and all their officers, officials, employees, agents and volunteers (and their marital communities) only and there is no intention by the Parties to confer any rights under this MOA to any person or entity who is not a Party, intentionally, unintentionally or by implication.

27. Amendment.

No changes or modifications to this MOA shall be valid or binding upon the Parties unless such change or modifications are mutually agreed to in writing by the Parties, authorized and executed by the Parties in the same manner and formality as the original MOA by authorized representatives of the Parties.

28. Severability.

It is understood and agreed to by the Parties hereto that if any part or provision of this MOA, or its application to any person or circumstances, is held illegal or invalid, the remaining parts or provisions, or application of the parts or provisions of this MOA to other persons or circumstances, shall not be affected, and the rights and obligations of the Parties shall be construed as if this MOA did not contain the illegal or invalid part.

29. Force Majeure.

A Party being effected by a force majeure event may be exempted from performance under this MOA may be exempted from corresponding liability to the extent of the impact of the force majeure event, provided that Party complies with all of the requirements in this Section. A Party

claiming being effected by a force majeure event shall promptly notify the other Parties in writing and shall furnish the other Parties within thirty (30) days thereafter appropriate proof of the occurrence of the force majeure and the expected duration of the adverse effects resulting from such force majeure. The Party claiming a force majeure event renders the performance of all of part of this MOA impossible or impracticable shall also use all practicable and reasonable efforts to eliminate or mitigate the impacts of the force majeure event on performance of its obligations under this MOA.

30. Integration.

This MOA contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this MOA.

31. Principal Contacts for the Parties

The principal contact for each of the Parties is:

- a. For the County:

Eric Kuzma
Deputy Public Works Director
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368
Phone: (360) 385-9167
Email: ekuzma@co.jefferson.wa.us

- b. For JST:

Randy Johnson
Habitat Program Manager
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382
Phone: (360) 460-2309
Email: rjohnson@jamestowntribe.org

- c. For HCSEG:

Gus Johnson
Habitat Program Manager
Hood Canal Salmon Enhancement Group
P.O. Box 2169,
Belfair WA. 98528
Phone: (360) 775-4967
Email: gus@pnwsalmoncenter.org

Principal contacts for the Parties may be changed by providing notice in writing as required by Section 32.

32. Notice to Persons Designated for Notice.

Any notice required or permitted to be given under this MOA shall be deemed sufficient if given in writing and sent by registered or certified mail to the Principal Contacts in Section 31 and to the Persons Designated for Notice in this Section 32:

Notice for the Person Designated for Notice for Jefferson County shall be sent to:

Jefferson County Risk Manager
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368
Phone: (360) 385-9102
Email: amcknight@co.jefferson.wa.us

Notice for the Person Designated for Notice for JST shall be sent to:

Office of the COO
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382
Phone: (360) 683-1109
Email: info@jamestowntribe.org

Notice for the Person Designated for Notice for HCSEG shall be sent to:

Executive Director
Hood Canal Salmon Enhancement Group
P.O. Box 2169,
Belfair WA. 98528
Phone: (360) 275-3575, ext. 123
Email: mendy@pnwsalmoncenter.org

All notices shall be addressed to the Parties at such addresses as are specified in this section, or as each of the Parties may from time to time direct in writing. Any notice given by certified mail shall be sent with return receipt requested. Any notice shall be deemed to have been given on: (a) the actual day of delivery or refusal, (b) the day of mailing by registered or certified mail, or (c) the day a delivery is verified; provided, however, that if the writing is confirmed after 5:00 o'clock p.m., the notice shall be deemed given the next business day.

33. Entire Agreement.

This MOA memorializes the entire agreement of the Parties and all parts of this MOA are contained herein. The Parties agree that:

- a. No representation or promise not contained in this MOA has been made;

- b. They are not entering into this MOA based on any inducement, promise or representation, expressed or implied, which is not contained in this MOA; and,
- c. This MOA supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this MOA.

34. Attachments.

Any document in this MOA identified as an appendix is part of this MOA and is incorporated by reference into this MOA.

35. Section Headings.

The headings of the sections of this MOA are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this MOA.

36. No Oral Waiver.

No term or provision of this MOA shall be waived by any Party, and no breach excused by any Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

37. No Assignment.

No Party shall sell, assign, or transfer any of rights obtained by this MOA without the express written consent of all of the Parties.

38. Binding on Successors and Assigns.

This MOA shall be binding upon and inure to the benefit of the Parties' successors in interest and assigns.

39. Facsimile and Electronic Signatures.

The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

40. Arms-Length Negotiations.

The Parties agree that this MOA has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

41. Survival.

Those provisions of this MOA that by their sense and purpose should survive the term of this MOA shall survive the term of this MOA. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this MOA include: (a) Consolidated Defense; (b) Controlling law, (c) Dispute Resolution; (d) Treaty Rights Easement; and (e) Venue.

42. Representations and Warranties.

- a. Each person signing this MOA has the power and authority to enter into this MOA on behalf of the Party for whom signature is being made.
- b. The making and performance of this MOA shall violate no provision of law or of any Party's articles of incorporation, constitution, by-laws, or charter; and,
- c. Each Party has taken all necessary internal steps required to duly approve the making and performance of this MOA, including required authorization by a Party's legislative body, and that no additional internal step for approval is necessary.

EXECUTED by the Parties on the dates indicated in the signature pages below:

(SIGNATURES FOLLOW ON THE NEXT PAGES)

SIGNATURES

LEGAL REVIEW

Approved as to form:

Jefferson County Prosecuting Attorney's Office



July 23, 2025

Philip C. Hunsucker, WSBA No. 46892
Chief Civil Deputy Prosecuting Attorney
Counsel for Jefferson County

Date

Approved as to form:

Law Offices of Lauren P. Rasmussen, PLLC

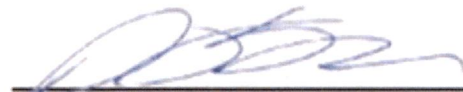
Lauren Rasmussen

Lauren P. Rasmussen, WSBA No. 33256
Counsel for the Jamestown S'Klallam Tribe

July 25, 2025

Date

BERNER LAW OFFICE, PLLC



Daniel Berner, WSBA No. 43241
Counsel for the Hood Canal Salmon
Enhancement Group

July 24, 2025

Date

JEFFERSON COUNTY, WASHINGTON

Heidi Eisenhour, Chair,
Jefferson County Board of Commissioners

Date

Attest:

Carolyn Gallaway, CMC
Clerk,
Jefferson County Board of Commissioners

Official Seal

JAMESTOWN S'KLALLAM TRIBE

A handwritten signature in black ink, appearing to read "W. Ron Allen", written over a horizontal line.

W. Ron Allen

Tribal Chair/CEO

July 24, 2025

HOOD CANAL SALMON ENHANCEMENT GROUP

Mendy A. Harlow

Mendy Harlow
Executive Director
Hood Canal Salmon Enhancement Group

July 25, 2025

Date

APPENDIX 1 – BIG QUILCENE RIVER BRIDGE REPLACEMENT PROJECT PUBLIC OUTREACH PLAN



Jamestown S'Klallam Tribe



BIG QUILCENE RIVER BRIDGE REPLACEMENT PROJECT PUBLIC OUTREACH PLAN

Introduction

The Jamestown S'Klallam Tribe (Tribe) along with project partner Hood Canal Salmon Enhancement Group (HCSEG) will be constructing a public transportation and habitat restoration project on the lower Big Quilcene River. The project will include replacing the existing 81-foot-long bridge over the river with a 1,040-foot-long bridge that will span the river and its north floodplain and ensure that flooding no longer closes Linger Longer Road in this area. Construction is set to begin in early 2025 and will temporarily alter the ingress and egress route to residences, businesses, and recreational areas that are accessed from the Linger Longer Road corridor. The project will also permanently relocate portions of the lower Big Quilcene River and improve public access and salmon habitat. The Tribe and HCSEG plan to implement the following public outreach elements in order to:

- Create a means of communication to allow the public to reach out to the project staff with any questions or concerns
- Notify and inform residents and businesses who the project will affect due to the temporary closing of the north end of Linger Longer Road and the routing of traffic across a temporary bridge on Rodgers Street.
- Provide regular project updates that the public can easily receive.

Public Communication

In order to provide the public with the ability to communicate any questions or concerns regarding the project, an email account will be created. This email account will be monitored regularly by project staff. The associated email address will be shared within the Quilcene community via local flyers and social media, and will be included in notifications sent to affected

residents and businesses. We will encourage readers to join an email mailing list if they wish to receive a reoccurring project newsletter.

Notification to Affected Residents and Businesses

Prior to the temporary closing of the northern portion of Linger Longer Road, we will mail a notification to all residents and businesses that access their properties from the Linger Longer Road corridor. These notifications will provide information about the project and its timeline, detail the detour route that we will establish, and provide the email address created to allow the public to communicate with the project team.

Project Updates

We will provide project updates to the public via a reoccurring project newsletter. This newsletter will provide current project information including recent work completed, photos, upcoming work, progress within the overall project timeline, and other noteworthy topics. The newsletter will be distributed via email and social media.

APPENDIX 2 – INSURANCE COVERAGE SUMMARY

Description of Operations: "Big Quilcene River Bridge Replacement Floodplain Phase"											
Commercial General Liability Policy No. CONIICGL000005502											
Automobile Liability Policy No. BAP428383600											
Umbrella and Excess Liability Policy No. CONIICEX000004802											
Workers Compensation and Employer's Liability Policy No. Bruch & Bruch Construction, Inc. ("WA Stop Gap Only")											
Pollution Liability Policy No. CPBE44548505											
Insured: Bruch & Bruch Construction, Inc.											
Additional Insureds: "The Jamestown S'Klallam Tribe" (Certificate Holder) and "all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CGD246 04/19, CGD316 02/19, CA9948 10/13, CAT353 02/15 & WC000313."											
Bodily Injury and Property Damage Per Occurrence Limit	Loggers BFPD Liability Per Occurrence Limit	Rented Premises Limit	Medical Expenses Limit	Personal Injury/Advertising Injury Per Occurrence Limit	General Aggregate Limit	Product Liability/Completed Operations Aggregate Limit	Automobile Liability Combined Single Limit	Umbrella Excess Liability Per Occurrence and Aggregate Coverage Limit	Contractual Liability Coverage Per Occurrence Limit	Pollution and Professional Liability Per Occurrence and Aggregate Limit	Employers Liability/Stop Gap Coverage
\$1MM	\$1MM	\$100K	\$100K	\$1MM	\$2MM	\$2MM	\$1MM	\$5MM/\$5MM	Included in Bodily Injury and Property Damage Coverage per U-GL-1060-F CW (05/22)	\$3MM/\$3MM	\$1MM per accident

Description of Operations: "Big Quilcene River Bridge Replacement Project Bridge Phase"											
Commercial General Liability Policy No. DT-CO-QJ840187-COF-24											
Automobile Liability Policy No. 810-1L393788-24-26-2											
Umbrella and Excess Liability Policy No. CUP-QJ87311A-24-26											
Workers Comp and Employers Liability Coverage Policy No.: 926457											
Pollution Liability Policy No: PEC004047111											
Insured: Cascade Bridge, LLC											
Certificate Holder: Jamestown S'Klallam Tribe											
Bodily Injury and Property Damage Per Occurrence Limit	Loggers Liability Per Occurrence Limit	Rented Premises Limit	Medical Expenses Limit	Personal Injury/Advertising Injury Limits Per Occurrence Limit	General Aggregate Limit	Product Liability/Completed Operations Aggregate Limit	Automobile Liability Combined Single Limit	Umbrella Excess Liability Per Occurrence and Aggregate Coverage Limit	Contractual Liability Coverage Per Occurrence Limit	Pollution and Professional Liability Limit	Employers Liability/Stop Gap Coverage
\$1MM		\$300K	\$10K	\$1MM	\$2MM	\$2MM	\$1MM	\$10MM/\$10mm	Included in Bodily Injury and Property Damage Coverage per form CG D2 46 04 19	\$1MM	\$500K per accident

Description of Operations: "Big Quilcene River Bridge Replacement Project - Wood Procurement"											
Commercial General Liability Policy No. TMB000203200											
Automobile Liability Policy No. TMB000203200											
Umbrella Liability Policy No: PFXS0087400											
Pollution Liability Policy No: None											
Workers Comp. and Employer's Liability Policy No. TMB000203200											
Loggers Broadform: TMB000203200											
Insured: "Cherry Valley Logging Co. Inc."											
Additional Insureds: Not Listed											
Bodily Injury and Property Damage Per Occurrence Limit	Loggers Broadform Limit	Rented Premises Limit	Medical Expenses Limit	Personal Injury/Advertising Injury Limits Per Occurrence Limit	General Aggregate Limit	Product Liability/Completed Operations Aggregate Limit	Automobile Liability Combined Single Limit	Umbrella Excess Liability Per Occurrence and Aggregate Coverage Limit	Contractual Liability Coverage Per Occurrence Limit	Pollution and Professional Liability Limit	Employers Liability/Stop Gap Coverage Limit
\$1MM	\$1MM	\$1MM	\$15K	\$1MM	\$2MM	\$2MM	\$1MM	\$4MM/\$4MM	Included in Bodily Injury and Property Damage Coverage per Form CGL 71 03 00 07 20	None	\$1MM per accident

Description of Operations: Jamestown Tribe and Jefferson County are included as additional insured in regard to the general liability, as required by written agreement with the named insured, per policy form. Coverage is primary and non-contributory, per policy form.

Commercial General Liability Policy No. BKS65696932
 Automobile Liability Policy No. BKS65696932
 Umbrella Liability Policy No. None
 Pollution Liability Policy No. None
 Workers Comp. and Employer's Liability Policy No. BKS65696932
 Loggers Broadform, None
 Insured: "Engineering Services Associates, Inc."
 Certificate holder: Jamestown S'Klallam Tribe

Bodily Injury and Property Damage Per Occurrence Limit	Loggers Broadform Limit	Rented Premises Limit	Medical Expenses Limit	Personal Injury/Advertising Injury Limits Per Occurrence Limit	General Aggregate Limit	Product Liability/Completed Operations Aggregate Limit	Automobile Liability Combined Single Limit	Umbrella Excess Liability Per Occurrence and Aggregate Coverage Limit	Contractual Liability Per Occurrence Coverage Limit	Pollution and Professional Liability Limit	Employers Liability/Stop Gap Coverage Limit
\$1MM	\$1MM	\$100K	\$15K	\$1MM	\$2MM	\$2MM	\$1MM	None	Included in Bodily Injury and Property Damage Coverage per ISO Form CG 24 26 04 13	None	\$1MM

Description of Operations: "Big Quilcene River Bridge Replacement Project - Wood Procurement"

Commercial General Liability Policy No. 7095016083
 Umbrella Liability Policy No. 7095016086
 Professional Liability, Pollution Liability included Policy No. B0146LDUSA2505125
 Workers Comp. and Employer's Liability Policy No.: 7095016097 (AOS) and 7095016102 (CA)
 Automobile Liability Policy No. 7095016052
 Insured: "Otak, Inc."
 Certificate Holder: Jamestown S'Klallam Tribe

Bodily Injury and Property Damage Per Occurrence Limit	Loggers Broadform Limit	Rented Premises Limit	Medical Expenses Limit	Personal Injury/Advertising Injury Limits Per Occurrence Limit	General Aggregate Limit	Product Liability/Completed Operations Aggregate Limit	Automobile Liability	Umbrella Excess Liability Per Occurrence and Aggregate Coverage Limit	Contractual Liability Per Occurrence Coverage Limit	Pollution and Professional Liability Limit	Employers Liability/Stop Gap Coverage Limit
\$1MM	None	\$1MM	\$15K	\$1MM	\$2MM	\$2MM	\$1MM	\$10MM/\$10MM	Included in Bodily Injury and Property Damage Coverage per form CNA75079X (3-22)	\$2MM/\$4MM	\$1MM per accident

[illegible]

APPENDIX 4 – AGREEMENT TO TRANSFER COUNTY PROPERTIES TO JST

The Parcels for Transfer from the County to JST shall be transferred from the County to JST pursuant to an agreement in substantially the same form as in this Appendix 4.

REAL PROPERTY TRANSFER AGREEMENT

This REAL PROPERTY TRANSFER AGREEMENT (“Agreement”) is entered into and effective as of the date of the final signature below, which shall be deemed the date of “mutual acceptance”, between Jefferson County, a Washington municipal corporation (“the County”) and Jamestown S’Klallam Tribe, the Federally Recognized Indian Tribe, whose headquarters is currently located at 1033 Old Blyn Highway, Sequim, WA 98382 (“JST”).

JST agrees to accept the transfer the property identified in Section 1 below (the “Property”) and the County agrees to transfer the Property on the following terms and conditions:

1. PROPERTY.

Common Address

Tax Parcel Number

The legal description for the Property is attached as Appendix 4-A.

2. TRANSFEREE.

The transferee shall be JST.

3. TRANSFEROR.

The transferor shall be the County.

4. CONSIDERATION FOR THIS AGREEMENT.

The property is being transferred as part of the consideration between the parties to the Memorandum of Agreement By and Between the Jamestown S’Klallam Tribe, the Hood Canal Salmon Enhancement Group, and Jefferson County, Washington for Constructing and Maintaining the Big Quilcene River Bridge and Floodplain Phases of the Project (the “MOA”).

5. CLOSING DATE; CLOSING AGENT.

Closing shall occur within thirty (30) days of the date required in the MOA or such later date as the Parties may agree (the “Closing Date”). “Closing” or “Close” shall mean the date on which all documents required by this Agreement are recorded, and the sales proceeds are

available for disbursement. Closing shall occur at First American Title Company, 2424 S. Park Ave., Port Townsend, WA 98368, (360) 385-1322 ("First American Title"), which shall act as "Closing Agent", unless the Parties agree in writing otherwise. JST and the County shall deposit with the Closing Agent all instruments, monies, and other documents reasonably required to complete the closing of the transaction in accordance with the terms of this Agreement.

6. ESCROW/CLOSING COSTS.

JST shall pay all closing costs up to \$5,000. Closing costs shall include all of the Closing Agent's charges, the usual recording fees, and the premium for a standard joint protection policy of title insurance.

7. CONVEYANCE OF TITLE.

At Closing, the County shall convey to JST fee simple title to the Property by duly executed and quitclaim deed.

8. CONTINGENCY.

The Parties agree that this Agreement is contingent upon written approval by the JST Tribal Council and the Jefferson County Board of Commissioners.

9. ESCROW AND CLOSING.

- a. This Agreement constitutes not only the agreement of transfer the Property to JST from the County, but also instructions to the Closing Agent for the consummation of the transfer of the Property. The Closing Agent shall not prepare any further escrow instructions restating or amending this Agreement unless specifically so instructed by the Parties. Subject to the reasonable approval of the Parties, the Closing Agent may include its standard general escrow provisions.
- b. As soon as practical after the receipt of this Agreement, the Closing Agent shall ascertain the effective date of the agreement and advise the Parties in writing, on the date ascertained.
- c. The Closing Agent is authorized and instructed to conduct the escrow in accordance with this Agreement, applicable law and custom and practice of the community in which the Closing Agent is located, including any reporting requirements of the Internal Revenue Code.
- d. Subject to satisfaction of the contingencies described in this Agreement, the Closing Agent shall close the escrow by recording quitclaim deed, the Treaty Rights Easement, and the other documents required to be recorded.

- e. The Closing Agent shall verify that all of the contingencies described in this Agreement have been satisfied or waived prior to Closing.

10. TREATY RIGHTS EASEMENT.

A treaty rights easement in substantially the same the form attached as Appendix 4-B shall be recorded as part of the closing.

11. PUBLIC ACCESS COVENANT.

A public access covenant in substantially the same the form attached as Appendix 4-C shall be recorded as part of the closing.

12. POSSESSION.

Possession of the Property shall be given to JST at Closing.

13. SALE IS “AS IS.”

JST acknowledges and agrees that the Property is sold and conveyed to, and accepted by, JST in an “as is” condition with all faults. JST acknowledges that the transfer without a requiring a purchase price of the Property is due, in part, to JST’s willingness to take title to the Property in an “as is” condition.

14. JST’S INVESTIGATION.

- a. JST has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations.
- b. JST hereby acknowledges that, except as otherwise stated in this Agreement, JST is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property JST believes are necessary to protect its own interest in, and its contemplated use of, the Property.
- c. The Parties acknowledge that, except as otherwise stated in this Agreement or in the MOA, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Environmental Law, or any other act, ordinance or law, have been made by any Party, or relied upon by any Party. “Environmental Law” means any law or regulation relating to health, pollution, or protection of the environment.

- d. JST acknowledges that it is entering into this Agreement based on JST's own investigation of any restrictions on use of the Property reflected in any recorded instrument, or otherwise.
- e. JST acknowledges that it is entering into this Agreement based on JST's own investigation of the physical and environmental conditions of the Property, including subsurface conditions.
- f. JST assumes the risk that adverse physical and environmental conditions may not have been revealed by JST's own investigation.

15. NO REPRESENTATION BY THE COUNTY RELATING TO THE CONDITION, VALUE, FITNESS, OR ZONING OF THE PROPERTY.

Except as specifically stated in this Agreement on in the MOA, JST acknowledges that the County, its agents and employees, and other persons acting on behalf of the County, have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Property upon which JST has relied directly or indirectly for any purpose.

16. REPRESENTATIONS BY THE COUNTY RELATING TO THE PRIOR USE OF THE PROPERTY.

The County transfers the property "as-is" and makes no general warranties about its suitability for any particular purpose. However, the County does assert that it does not know currently or have actual or constructive knowledge of hazardous substances that were discharged on the property. For purposes of this MOA, "Hazardous Substances" means pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited, or penalized by any Environmental Law.

17. FURTHER DOCUMENTS AND ASSURANCES.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by the Closing Agent.

18. DAMAGE TO COUNTY PROPERTY DURING CONSTRUCTION OF THE PROJECT.

JST shall be responsible for the repair of any and all damage caused during the construction of the Project to other property owned by the County caused JST's own acts or omissions or those of its contractors during the Bridge Phase and Bridge Contract.

19. ASSIGNMENT.

Provided the assignment requires compliance with all the terms and conditions of this Agreement, this Agreement shall be assignable by JST to another entity (including, but not

limited to, an LLC or LLLP) which is controlled by JST, without additional approval by the County.

20. EXCLUSIVITY.

The County shall not initiate or carry on negotiations for the sale or lease of the Property with any other Party prior to Closing.

21. GENERAL PROVISIONS.

- a. **Notice.** Unless otherwise specified in this Agreement, any notice required or given under the terms of this Agreement must be written. Receipt of any notice shall be defined as the earlier of three (3) business days following the postmark date; or the date the Party actually receives the notice.

Notice to JST shall be sent to:

Office of the COO
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382
Phone: (360) 683-1109
Email: info@jamestowntribe.org

Notice to the County shall be sent to:

Jefferson County Risk Manager
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368
Phone: (360) 385-9102
Email: bocc@co.jefferson.wa.us

- b. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington, and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

c. **Dispute Resolution.**

- i. Disputes under this Property Transfer Agreement shall be resolved pursuant to the dispute resolution provision in the MOA, which is incorporated by reference here.
- ii. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all claims against each other until after liability to the claimant and damages are adjudicated and resolved through the dispute resolution provisions of the MOA.
- iii. The Parties agree this Section 21(c) shall survive closing.

- d. **Integration Clause.** This Property Transfer Agreement memorializes the entire agreement of the Parties and contains all its parts, that no Party made any representation or promise that is not contained in this Agreement and this Agreement is not based on any inducement,

promise or representation, expressed or implied, which is not contained in this Agreement, and this Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

- e. **Time is of the Essence.** Time is of the essence as to all terms and conditions of this Agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Property Transfer Agreement effective as of the date of the final signature below.

JEFFERSON COUNTY WASHINGTON

JAMESTOWN S'KLALLAM TRIBE

Board of County Commissioners
Jefferson County, Washington

Tribal Council

By: _____

By: _____

Heidi Eisenhour, Chair

W. Ron Allen, Tribal Chairman/CEO

Date: _____

Date: _____

SEAL:

ATTEST:

Carolyn Galloway
Deputy Clerk of the Board

Date

Approved as to form only:

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Date

APPENDIX 4-A - LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Jefferson, State of Washington, and is described as follows:

[LEGAL DESCRIPTION HERE]

APPENDIX 4-B – TREATY RIGHTS EASEMENT

**Recording Requested by
and Return to:
Office of the COO
Jamestown S’Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382**

TREATY RIGHTS EASEMENT

This Treaty Rights Easement (“Easement”) is entered into and effective the ____ day of _____, _____, between the Jamestown S’Klallam Tribe, with an address of 1033 Old Blyn Hwy, Sequim, WA 98382 and Jefferson County, a political subdivision under the laws of the State of Washington, with an address of 1820 Jefferson Street, Port Townsend, WA 98368. For purposes of this Easement, Jefferson County and the Jamestown S’Klallam Tribe collectively may be referred to for convenience as the “Parties” or, individually, as a “Party.”

RECITALS

WHEREAS, the Tribes (defined below) have Treaty Rights under the Treaty of Point No Point; and

WHEREAS, the Jamestown S’Klallam Tribe is a Federally Recognized Indian Tribe, whose headquarters is currently located at 1033 Old Blyn Highway, Sequim, WA 98382, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point; and

WHEREAS, Jefferson County is a municipal corporation within the State of Washington; and

WHEREAS, as authorized by RCW [39.33.010](#), Jefferson County is transferring ownership of the Property (as defined below) to the Jamestown S’Klallam Tribe as part of the MOA; and

WHEREAS, the public purposes of the Project include salmon enhancement and flood control along the Big Quilcene River at and near the Town of Quilcene, Washington (project reach, as defined below); and

WHEREAS, the Town of Quilcene within the project reach has experienced 11 flood disasters since 1982. This includes the November 1990 flood which claimed two lives and caused several million dollars’ worth of damage; and

WHEREAS, Linger Longer Road within the Town of Quilcene is the only access to the homes and businesses on the west side of Quilcene Bay; and

WHEREAS, flooding closes the bend on Linger Longer Road north of the Linger Longer Bridge periodically. 15 percent of the total river flow is estimated to cross the bend in a 5-year

flood, and 39 percent in a 100-year flood and the remaining flow goes under the Linger Longer Bridge, which has an estimated clearance of 2.5 feet in the 100-year flood; and

WHEREAS, the Lower Big Quilcene River once supported large salmon runs and provided high quality habitat for many species; and

WHEREAS, the Project will restore the Lower Big Quilcene River to its historical meandering course, full of pools, logs, and salmon spawning gravel and fully connected to the floodplain. Salmon productivity in the lower mile of the Lower Big Quilcene River will increase dramatically.

WHEREAS, the transfer of the Property is a necessary part of the consideration for the MOA; and

NOW, THEREFORE, for the consideration described above, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto covenant and agree as follows:

TREATY RIGHTS EASEMENT

1. **Purpose of this Easement.**

The Easement granted hereunder shall be used solely for the purpose preserving and protecting the Treaty Rights (as defined below) of the Tribes (as defined below) and Members (as defined below) to exercise their Treaty Rights on the Property (as defined below).

2. **Definitions.**

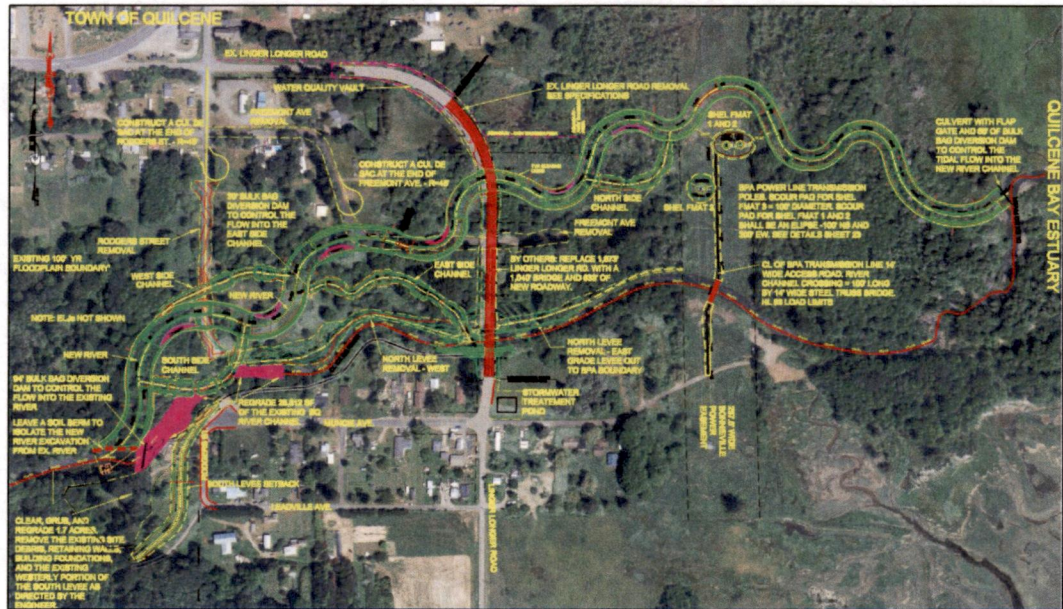
As used in this Easement, the following conventions and definitions shall apply:

- a. Word use. Words used in this Agreement are to be taken and understood in their natural and ordinary sense. Words not defined in this request are meant to have their usual and ordinary meaning in the context used and as defined in the Dictionary by Merriam-Webster (<https://www.merriam-webster.com/>), unless this Agreement indicates that a different meaning was intended. Whenever the following terms are used in this Agreement (including, without limitation, this Section 2), the meanings in this Section 2 apply.
- b. Singular or plural use of words. The use of the singular form of a word includes the plural form and vice versa.
- c. And & Or. “And” means “or” and “or” means “and,” so as to make the term inclusive rather than exclusive.
- d. “Easement” means this Treaty Rights Easement.
- e. “Federally Recognized Indian Tribe” has the same meaning as in 48 CFR § 1480.201, which states “Federally Recognized Indian Tribe” means an Indian

Tribe, band, nation, or other Federally recognized group or community on the List of Federally Recognized Tribes. This definition includes any Alaska Native regional or village corporation under the Alaska Native Claims Settlement Act (ANSCA).”

- f. “HCSEG” means the Hood Canal Salmon Enhancement Group, UBI Number: 601 285 471, whose headquarters address is 600 Roessel Road, Belfair WA. 98528.
- g. “Jamestown S’Klallam Tribe” means the Federally Recognized Indian Tribe, whose headquarters is currently located at 1033 Old Blyn Highway, Sequim, WA 98382, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point.
- h. “Jefferson County” means Jefferson County, Washington, a political subdivision of the State of Washington, whose headquarters address is 1820 Jefferson Street, Port Townsend, WA 98368 and whose mailing address is P.O. Box 1220, Port Townsend, WA 98368.
- i. “List of Federally Recognized Tribes” means the List of Federally Recognized Tribes,” means the list described in 25 U.S.C. § 5131. The current List of Federally Recognized Tribes means the List of Federally Recognized Tribes can be located in the 89 FR 5 [FR DOC [#2024-00109](#)] (January 8, 2024).
- j. Lower Elwha Klallam Tribe means the Federally Recognized Indian Tribe, whose headquarters is currently located at 2851 Lower Elwha Road, Port Angeles, Washington 98363, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point.
- k. “Member” means a member of any Federally Recognized Indian Tribe that has Treaty Rights under the Treaty of Point No Point and any other applicable treaty with Indian tribes.
- l. “MOA” means the Memorandum of Agreement by and Between the Jamestown S’Klallam Tribe, the Hood Canal Salmon Enhancement Group, and Jefferson County, Washington for Constructing and Maintaining the Bridge Phase and the Floodplain Phase for the Project.
- m. “Parties” means the Jamestown S’Klallam Tribe and Jefferson County collectively.
- n. “Party” means one of the Parties.
- o. “Port Gamble S’Klallam Tribe” means the Federally Recognized Indian Tribe, whose headquarters is currently located at 31912 Little Boston Road NE, Kingston, Washington 98346, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point.

- p. "Project" means the Big Quilcene River Salmon Restoration and Flood Control Project, which includes the Bridge Phase and the Floodplain Phase, undertaken by the Jamestown S'Klallam Tribe and HCSEG.
- q. "Project reach" means within the geographical boundaries of the Project as shown on the map below copied from the Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024), Figure 13 at 20.



- r. "Property" means the property that is the subject of this Easement, which is described by its Jefferson County Assessor Parcel No. [ADD], its Washington Department of Natural Resources Parcel ID No., if any [ADD], and which has a full legal description in Appendix 4-A.
- s. "Skokomish Indian Tribe" means the Federally Recognized Indian Tribe, whose headquarters is currently located at 80 N Tribal Center Road, Shelton, Washington 98584.
- t. "Treaty of Point No Point" means the treaty signed by Governor Isaac Stevens on behalf of the United States with representatives of the S'Klallam, the Chimacum, and the Skokomish tribes on January 16, 1855 at Point No Point, on the northern tip of the Kitsap Peninsula, and which was ratified by the United States Senate on Mar. 8, 1859. The Treaty of Point No Point can be found at 12 Stat. 933, 2 KAPP 674 (1855).
- u. "Treaty Rights" means the rights secured in perpetuity to the signatory Indian tribes and their successors in the Treaty of Point No Point, which states in Article 4:

*Privileges to
Indians*

ARTICLE 4. The right of taking fish at usual and accustomed grounds and stations is further secured to said

Indians, in common with all citizens of the United States; and of erecting temporary houses for the purpose of curing; together with the privilege of hunting and gathering roots and berries on open and unclaimed lands. *Provided, however,* That they shall not take shell-fish from any beds staked or cultivated by citizens.

(See [12 Stat. 933, 2 KAPP 674](#) (1855)), and any other applicable treaty with Indian tribes that encompasses the property that is the subject of the Trust Land Transfer Applications.

- g. “Tribes” means a Federally Recognized Indian Tribe, who is a successor to the Treaty Rights in Article 4 of the Treaty of Point No Point and any other applicable treaty with Indian tribes that encompasses the property that is the subject of the Trust Land Transfer Applications, including but not limited to the Jamestown S’Klallam Tribe, the Lower Elwha Klallam Tribe, the Port Gamble S’Klallam Tribe, and the Skokomish Indian Tribe.

3. Grant of Easement.

The Jamestown S’Klallam Tribe (as the owner of the Property) hereby GIVES, GRANTS, EXTENDS, CONFERS AND CONVEYS unto the Tribes and their Members a perpetual, non-exclusive easement over, under and across the Property shown hachured on the Treaty Rights Easement Depiction in [Appendix 4-D](#) for the purposes described in this Easement, and as limited by the terms of this Easement.

4. Use of Easement.

- a. This Easement grants Tribes and Members access in, upon, over and across the Property as described below.
- b. Members shall have access the property to exercise their Treaty Rights.

For the avoidance of doubt, this Easement does not apply to guests of Members who are not themselves Members, unless they also possess Treaty Rights.

5. Entire Agreement.

This Easement constitutes the whole agreement between the Parties hereto with respect to the subject matter hereof and no warranties, agreements or representations have been made or shall be binding upon any Party unless set forth within the MOA or this Easement or within a written addendum executed by the Parties. All prior oral agreements relating to the subject matter hereof between the Parties related to this Easement are merged into and superseded by this Easement.

6. Amendments.

This Easement may not be amended, modified or changed except by a writing signed by all of the Parties.

7. Notice.

Any notice required or permitted to be given under this MOA shall be deemed sufficient if given in writing and sent by registered or certified mail to:

- a. Notices for the County shall be sent to:

Jefferson County Risk Manager
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368
Phone: (360) 385-9102
Email: amcknight@co.jefferson.wa.us

- b. Notices for JST shall be sent to:

Office of the COO
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382
Phone: (360) 683-1109
Email: info@jamestowntribe.org

All notices shall be addressed to the Parties at such addresses as are specified in this section, or as each of the Parties may from time to time direct in writing. Any notice given by certified mail shall be sent with return receipt requested. Any notice shall be deemed to have been given on: (a) the actual day of delivery or refusal, (b) the day of mailing by registered or certified mail, or (c) the day a delivery is verified; provided, however, that if the writing is confirmed after 5:00 o'clock p.m., the notice shall be deemed given the next business day.

8. Time.

Time is of the essence for this Easement.

9. Counterparts.

This Easement may be executed in counterparts, and upon every Party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the Parties to the counterparts had signed the same document.

10. Covenants Running With Land.

This instrument and easements granted herein are perpetual in duration and shall run with the land and shall be binding on and shall inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, and assigns.

11. Severability. If any term or provision of this Easement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

12. Recitals.

The Recitals of this Easement are not mere recitals but are agreed upon by the Parties as a part of this Easement.

13. Captions and Headings.

The captions and headings in this Easement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained in this Easement.

14. Construction.

In construing the provisions of this Easement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15. Appendices.

The appendices attached are incorporated herein and made a part hereof to the full extent as if each were set forth in its entirety in the body hereof.

16. No Dedication.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any part of the Property or any portion thereof to the general public, or for any public purposes whatsoever, it being the intent of the Parties that this Easement shall be strictly limited to the purposes herein expressed.

17. Governing Law.

This Easement shall be governed by and construed and enforced in accordance with applicable laws of the United States and the State of Washington.

(SIGNATURE ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first above written.

JAMESTOWN S'KLALLAM TRIBE

Tribal Council

By: _____
_____, Chair

STATE OF WASHINGTON)

) ss

County of Jefferson)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared [NAME], known to me to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

[SIGNATURE]

[PRINTED NAME],

Notary Public for the State of Washington

Residing at _____

My Commission Expires _____

APPENDIX 4-A - LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Jefferson, State of Washington, and is described as follows:

[LEGAL DESCRIPTION HERE]

APPENDIX 4-D - TREATY RIGHTS EASEMENT DEPICTION

[DEPICTION HERE]

APPENDIX 4-E - PUBLIC ACCESS COVENANT

**Recording Requested by
and Return to:
Office of the COO
Jamestown S’Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382**

PUBLIC ACCESS COVENANT

This Public Access Covenant is entered into between the Jamestown S’Klallam Tribe, with an address of 1033 Old Blyn Hwy, Sequim, WA 98382 and Jefferson County, a political subdivision under the laws of the State of Washington, with an address of 1820 Jefferson Street, Port Townsend, WA 98368. For purposes of this Easement, Jefferson County and the Jamestown S’Klallam Tribe collectively may be referred to for convenience as the “Parties” or, individually, as a “Party.”

The purpose of this Public Access Covenant is to protect, preserve and conserve the Property for open space purposes consistent with the requirements of [RCW 64.04.130, which authorizes such covenants.](#)

Except as applicable to the Federally Recognized Tribes described in the Treaty Right Easement above, the Public Access Covenant limits public access to all of the following authorized uses:

1. Recreation uses only.
2. Motorized uses are prohibited.
3. Use must be during daylight hours.
4. Use cannot be inconsistent with salmon conservation and enhancement.

This instrument and the Public Use Easement granted herein are perpetual in duration and shall run with the land and shall be binding on and shall inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, and assigns.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first above written.

JAMESTOWN S'KLALLAM TRIBE

Tribal Council

By:

_____, Chair

STATE OF WASHINGTON)

) ss

County of Jefferson)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared [NAME], known to me to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

[SIGNATURE]

[PRINTED NAME],

Notary Public for the State of Washington

Residing at

My Commission Expires

APPENDIX 5 – FLOWING WATERS AND ACCESS EASEMENT

Recording Requested by
and Return to:
Office of the COO
Jamestown S’Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382

FLOWING WATERS AND ACCESS EASEMENT

This Flowing Waters and Access Easement (“Easement”) is entered into and effective the ____ day of _____, _____, between the Jamestown S’Klallam Tribe, with an address of 1033 Old Blyn Hwy, Sequim, WA 98382 and Jefferson County, a political subdivision under the laws of the State of Washington, with an address of 1820 Jefferson Street, Port Townsend, WA 98368. For purposes of this Easement, Jefferson County and the Jamestown S’Klallam Tribe collectively may be referred to for convenience as the “Parties” or, individually, as a “Party.

RECITALS

WHEREAS, the Jamestown S’Klallam Tribe is a Federally Recognized Indian Tribe, whose headquarters is currently located at 1033 Old Blyn Highway, Sequim, WA 98382, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point; and

WHEREAS, Jefferson County is a municipal corporation within the State of Washington; and

WHEREAS, the Big Quilcene River Salmon Restoration and Flood Control Project (Project, as defined below), which includes the Bridge Phase and the Floodplain Phase, has been undertaken by the Jamestown S’Klallam Tribe and HCSEG; and,

WHEREAS, the Floodplain Phase will restore the Lower Big Quilcene River to its historical meandering course, full of pools, logs, and salmon spawning gravel and fully connected to the floodplain. Salmon productivity in the lower mile of the Lower Big Quilcene River will increase dramatically; and,

WHEREAS, the public purposes of the Project include salmon enhancement and flood control along the Big Quilcene River at and near the Town of Quilcene, Washington (project reach, as defined below); and

WHEREAS, the Parties have entered into a separate MOA (as defined below) to implement the Project; and

WHEREAS, the requires the Jamestown S’Klallam Tribe to accept transfer of all properties owned by the County within the Project Reach (as defined below), unless a flowing waters easement and an indemnity are agreed between the Parties; and,

WHEREAS, this Flowing Waters Easement implements the requirements of the MOA for the Property, which has not been transferred to the Jamestown S’Klallam Tribe by the County; and

NOW, THEREFORE, for the consideration described above, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto covenant and agree as follows:

FLOWING WATERS AND ACCESS EASEMENT

22. Purposes of this Easement.

- a. The Easement granted hereunder shall permanently authorize the flow of water perpetual, non-exclusive easement over and across the Property (as defined below) for the sole for the purpose of conveying surface water from the Big Quilcene River after completion of the Floodplain Phase and as required by the MOA.
- b. The Easement granted hereunder also shall permanently authorize entry by JST or its agents, successors and assigns onto the Property solely for the purpose of access to the Property for inspection, maintenance, repair, or reconstruction of any portion of the Floodplain Phase.

23. Definitions.

As used in this Easement, the following conventions and definitions shall apply:

- a. Word use. Words used in this Agreement are to be taken and understood in their natural and ordinary sense. Words not defined in this request are meant to have their usual and ordinary meaning in the context used and as defined in the Dictionary by Merriam-Webster (<https://www.merriam-webster.com/>), unless this Agreement indicates that a different meaning was intended. Whenever the following terms are used in this Agreement (including, without limitation, this Section 2), the meanings in this Section 2 apply.
- b. Singular or plural use of words. The use of the singular form of a word includes the plural form and vice versa.
- c. And & Or. “And” means “or” and “or” means “and,” so as to make the term inclusive rather than exclusive.
- d. “Easement” means this Flowing Waters and Access Easement.
- e. “Jamestown S’Klallam Tribe” means the Federally Recognized Indian Tribe, whose headquarters is currently located at 1033 Old Blyn Highway, Sequim, WA 98382, and who is a successor to the S’Klallam tribe’s treaty rights under of the Treaty of Point No Point.
- f. “Jefferson County” means Jefferson County, Washington, a political subdivision of the State of Washington, whose headquarters address is 1820 Jefferson Street, Port Townsend, WA 98368 and whose mailing address is P.O. Box 1220, Port Townsend, WA 98368.

- g. “MOA” means the Memorandum of Agreement by and Between the Jamestown S’Klallam Tribe, the Hood Canal Salmon Enhancement Group, and Jefferson County, Washington for Constructing and Maintaining the Bridge Phase and the Floodplain Phase for the Project.
- h. “Parties” means the Jamestown S’Klallam Tribe and Jefferson County collectively.
- i. “Party” means one of the Parties.
- j. “Project” means the Big Quilcene River Salmon Restoration and Flood Control Project, which includes the Bridge Phase and the Floodplain Phase, undertaken by the Jamestown S’Klallam Tribe and HCSEG.
- k. “Project reach” means within the geographical boundaries of the Project, as shown on Figure 13 on page 20 of the Big Quilcene River Bridge Replacement Final Design Report (ESA and Otak January 18, 2024).
- l. “Property” means the property owned by the County that is the subject of this Easement, which is described by its Jefferson County Assessor Parcel No. [ADD], its Washington Department of Natural Resources Parcel ID No., if any [ADD], and which has a full legal description in Appendix 5-A.

24. Grant of Easement.

The County (as the owner of the Property) for good and valuable consideration as reflected in the MOA does hereby grant, bargain, sell and convey to JST a perpetual, non-exclusive easement over and across the Property shown hachured on the Flowing Waters And Access Easement Depiction in Appendix 5-B for the purposes described in this Easement, and as limited by the terms of this Easement.

25. Entire Agreement.

This Easement constitutes the whole agreement between the Parties hereto with respect to the subject matter hereof and no warranties, agreements or representations have been made or shall be binding upon any Party unless set forth within this Easement or within a written addendum executed by the Parties. All prior oral agreements relating to the subject matter hereof between the Parties related to this Easement are merged into and superseded by this Easement.

26. Amendments.

This Easement may not be amended, modified or changed except by a writing signed by all of the Parties.

27. Notice.

Any notice required or permitted to be given under this MOA shall be deemed sufficient if given in writing and sent by registered or certified mail to:

- a. Notices for the County shall be sent to:

Jefferson County Risk Manager
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368
Phone: (360) 385-9102
Email: amcknight@co.jefferson.wa.us

- b. Notices for JST shall be sent to:

Office of the COO
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382
Phone: (360) 683-1109
Email: info@jamestowntribe.org

All notices shall be addressed to the Parties at such addresses as are specified in this section, or as each of the Parties may from time to time direct in writing. Any notice given by certified mail shall be sent with return receipt requested. Any notice shall be deemed to have been given on: (a) the actual day of delivery or refusal, (b) the day of mailing by registered or certified mail, or (c) the day a delivery is verified; provided, however, that if the writing is confirmed after 5:00 o'clock p.m., the notice shall be deemed given the next business day.

28. Time.

Time is of the essence for this Easement.

29. Counterparts.

This Easement may be executed in counterparts, and upon every Party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the Parties to the counterparts had signed the same document.

30. Covenants Running With Land.

This instrument and easements granted herein are perpetual in duration and shall run with the land and shall be binding on and shall inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, and assigns.

31. Severability.

If any term or provision of this Easement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

32. Recitals.

The Recitals of this Easement are not mere recitals but are agreed upon by the Parties as a part of this Easement.

33. Captions and Headings.

The captions and headings in this Easement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained in this Easement.

34. Construction.

In construing the provisions of this Easement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

35. Appendices.

The appendices attached are incorporated herein and made a part hereof to the full extent as if each were set forth in its entirety in the body hereof.

36. No Dedication.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any part of the Property or any portion thereof to the general public, or for any public purposes whatsoever, it being the intent of the Parties that this Easement shall be strictly limited to the purposes herein expressed.

37. Governing Law.

This Easement shall be governed by and construed and enforced in accordance with applicable laws of the United States and the State of Washington.

(SIGNATURE ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first above written.

JEFFERSON COUNTY, WASHINGTON
Board of County Commissioners

Heidi Eisenhour, Chair,
Jefferson County Board of Commissioners

Date

Attest:

Carolyn Gallaway, CMC
Clerk,
Jefferson County Board of Commissioners

Official Seal

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

JAMESTOWN S'KLALLAM TRIBE

Tribal Council

By: _____

_____, Chair

STATE OF WASHINGTON)

) ss

County of Jefferson)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, personally appeared [NAME], known to me to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

[SIGNATURE]

[PRINTED NAME],

Notary Public for the State of Washington

Residing at _____

My Commission Expires _____

APPENDIX 5-A - FLOWING WATERS AND ACCESS EASEMENT LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Jefferson, State of Washington,
and is described as follows:

[LEGAL DESCRIPTION HERE]

APPENDIX 5-B – FLOWING WATERS AND ACCESS EASEMENT DEPICTION

[DEPICTION HERE]