

## **Intergovernmental Agreement for Vehicle Access to Department of Natural Resources' Managed Lands**

This agreement has been developed to provide for vehicular access by the Squaxin Island Tribe to lands managed by the Department of Natural Resources that are behind DNR-controlled gates, consistent with applicable laws and management objectives, including DNR's trust obligations and the requirements of the Washington multiple use law (RCW 79.10.100 et seq.). DNR-controlled gates currently do not impede non-vehicular access to DNR road systems. This agreement is intended to provide greater vehicle access to DNR-managed lands, where DNR has installed gates on forest roads under its control in order to prevent vandalism, resource damage, garbage dumping, and other illegal activities.

The Squaxin Island Tribe, a federal recognized tribe pursuant to 78 FR 26386 (May 6, 2013) (referred to herein as "Tribe"), has jurisdiction over all Squaxin Island Tribal citizens exercising or purporting to exercise any aboriginal rights or rights reserved by the Tribe under the Treaty of Medicine Creek ("tribal rights"). The Tribe has a force of full-time professional enforcement officers who will monitor the Tribal use of DNR-managed lands under this agreement.

### **AGREEMENT**

1. This agreement is entered into between the Washington State Department of Natural Resources (DNR) and the Squaxin Island Tribe (collectively Parties), based on the Parties' established governmental relationship and pursuant to their respective governmental authorities.
2. The Parties agree to revisit this agreement after February, 2015 to evaluate its success. The Parties have purposefully adopted a narrow agreement to develop communication and coordination.
3. The purpose of this agreement is to provide an orderly and predictable process whereby the Tribe may assist DNR in administering vehicle access by persons under the legal jurisdiction of the Tribe to specified areas of public lands managed by DNR via existing, maintained road systems behind DNR-controlled gates, or otherwise closed road systems. For purposes of this agreement, "vehicle" means a motorized vehicle that cannot pass through a DNR-controlled gate on the maintained road system.

4. The geographic scope of this agreement is the following public lands managed by DNR within the Capitol State Forest (**Also see attached map, with gate denotations**):

T18N, R05W

T18N, R04W

T18N, R03W

T17N, R05W

T17N, R04W

T17N, R03W

Areas specifically excluded are areas under seasonal closures for fire protection or conservation purposes. Also excluded are areas temporarily closed to provide for traffic safety or public safety, or where land management activities (such as logging or fire suppression) are in progress.

To improve public and worker safety on lands that are open to Tribal access, DNR is encouraged to notify the contact persons listed in Section 13 below regarding places and times when work crews will be conducting activities that may not be compatible with Tribal activities.

5. This agreement does not provide permission or authority for access to or across private lands. The Tribe is responsible for obtaining permission of the private landowner, including where such private land is accessed by a shared road system behind a DNR-controlled gate. DNR will make reasonable efforts to assist with the Tribe's attempts to gain private landowner permission to vehicular access related to this agreement.
6. This agreement is for a term of two years from the date of signature, subject to revisitation of the agreement as described in Section 2. This agreement may be renewed for additional two-year periods under the same or amended terms, by signature of the original signatories or their successors.
7. This agreement is solely intended to provide a means for vehicle access behind DNR-controlled gates, with the administrative assistance of the Tribe. DNR is not, by this agreement, authorizing any specific activities and is not granting an easement to the Tribe. The Tribe remains responsible for making certain that persons who are authorized to enter state lands under this agreement carry out activities that are consistent with

applicable law.

8. The following reflects DNR and the Tribe's general agreement as to how the Tribe will administer vehicle access by persons under its jurisdiction through DNR-controlled gates on active DNR roads:
  - a. For each gate on roads managed by DNR within the area authorized under this agreement, the Tribe will supply a padlock compatible with DNR's locking mechanism that will enable a new lock to be installed and the keys for the padlock to be managed by the Tribe. The padlock will use keys that discourage unauthorized duplication. The Tribe will maintain a list of users who are eligible to borrow keys.
  - b. The Tribe will take measures to assure that persons eligible to borrow keys are aware of regulations for the use of DNR-managed land contained in WAC 332-52.
  - c. The Tribe will adopt a reasonable method to check out and track gate key use that maintains the Tribe's ability to monitor it consistent with applicable law, regulation, and policy and will maintain a key-control system.
  - d. In the event a padlock provided by the Tribe is vandalized or removed by a third party, the party who discovers the damaged or missing padlock will notify the other party. Padlocks with new keys will be promptly installed by the Tribe to replace the damaged or missing padlocks to prevent unauthorized access.
  - e. The Tribe will issue keys only to those areas currently open. Tribal staff will not issue keys to areas in which seasonal closures are in effect. The DNR primary contact will keep the Tribe's primary contact informed of seasonal and other closures.
  - f. The Tribe will notify the DNR contact person of any property damage or unsafe conditions observed by the user while on DNR-managed land.
  
9. Responsibility for administering this method of vehicle access and for maintaining the integrity of access security will be exercised by the Tribe.

With regard to the vehicle access authorized under this agreement, the Tribe will ensure that locked gates remain locked at all times, all road surfaces and ditches are not degraded by persons provided keys by the Tribe, and will take proactive steps to assure that no damage to state land or natural resources located on state land will result from vehicle use authorized under this agreement, apart from normal wear and tear. The Tribe will report to DNR any damage of state land or natural resources that is observed in conjunction with the activities occurring through this agreement.

Vehicles using DNR roads and trails under this agreement will be limited to access on authorized existing roads identified in Section 3 of this MOA, and the Tribe will make

any users it authorizes under this agreement aware of DNR traffic rules (WAC 332-52-410). Additionally, if the Tribe authorizes access by any off-road vehicles, the Tribe will require that such use be limited to existing roads and trails designated for off-road vehicle use. The Tribe will take reasonable steps to assure that persons authorized to access state land under this agreement are aware of other DNR rules relating to roads and trails (WAC 332-52-400 to 332-52-420).

10. This agreement is not intended to address, affect or to authorize the removal of valuable materials, such as commercial forest products, forage or agricultural crops, commercial quantities of stone, sand and gravel, or other valuable materials, in violation of existing law.

The Parties may address the removal or utilization of certain specified valuable materials in separate agreements, which may include market value compensation to the applicable trust, as consistent with applicable law.

11. The Tribe represents it has authority to require compliance with this agreement by persons it authorizes to access state lands by vehicle and that it will exercise this authority to comply with this agreement and to protect state lands and natural resources located on state lands from damage resulting from vehicle access to DNR-managed lands and roads under this agreement.
12. The Tribe will provide tribal citizens it authorizes to access state lands under this agreement with a statement that the Tribe has written authorization from DNR to enter DNR-managed lands, stating the date of this agreement. If the Tribe wishes to issue Annual Passes to tribal members, this will be documented in a separate agreement with the administering entities of the Discover Washington pass program.
13. The Parties will meet at least once each year to discuss matters directly related to this agreement. Such matters for discussion may include:
  - Major management activities on accessed lands planned by DNR for the coming year.
  - Any plans by the Tribe for focused or extended access in the coming year that may aid DNR in informing DNR staff of likely areas of tribal activities for the purpose of avoiding potential conflicts between tribal vehicular access and DNR land management.
  - Particular opportunities or constraints for activities by persons subject to the agreement presented by major management activities.
  - A review of the previous year's activities, including
    - Overall levels and locations of vehicle access.

- Enforcement issues.
- Resource damage, road maintenance, safety concerns, or other related issues.
- Proposed amendments to this agreement. (Amendments will require signature by the original signatories or their successors.)
- Special opportunities for joint work.
- Other applicable matters and/or administrative suggestions.

14. The primary contact person for this agreement from DNR is

Art Tasker, Region Manager.  
950 Farman Avenue N.  
Enumclaw, WA 98022  
(360) 802-7038  
art.tasker@dnr.wa.gov

Secondary contact person for this agreement from DNR is

Kyle Blum, Deputy Supervisor for State Uplands  
1111 Washington Street SE  
Olympia, WA 98504  
(360) 902-1725  
kyle.blum@dnr.wa.gov

The primary contact person for this agreement from the Squaxin Island Tribe is

Andy Whitener, Director of Natural Resources  
Squaxin Island Tribe  
29952 SE Old Olympic Highway  
Shelton, WA 98584  
(360) 432-3809 (office)  
(360) 701-1686 (mobile)  
awhitener@squaxin.us

Secondary contact person for this agreement from the Squaxin Island Tribe is

Jeff Dickison, Assistant Director of Natural Resources  
Squaxin Island Tribe  
2952 SE Old Olympic Highway  
Shelton, WA 98584  
(360) 432-3815 (office)



(360) 791-8114 (mobile)  
jdickison@squaxin.us

These contacts or their designee will promptly notify one another of any dispute related to this agreement, any other matter bearing on the implementation of this agreement, and at other times as needed.

15. Dispute resolution between the Parties related to this agreement will be handled personally at the closest point possible to the issue in question, within both DNR and the Tribe, and as informally as possible consistent with problem resolution and amicable governmental relations. If initial contacts for DNR and the Tribe are unable to resolve the dispute, it shall be elevated to successively higher levels of authority, up to and including the signatories or their successors. If the dispute still persists, either party may terminate this agreement.
16. Either party to this agreement may unilaterally terminate this agreement with 60-days written notice to the other party. However, if proposed termination is the result of a mutually acknowledged dispute over the terms of the agreement, the parties shall attempt to resolve the dispute under paragraphs 14 within the 60-day notice period unless both parties agree that dispute resolution is not possible.
17. Disputes between other governmental entities related to vehicle access to DNR-managed lands are not a matter covered in this agreement, and DNR does not wish to be a party to and has no jurisdiction or role, under this agreement or otherwise, in disputes between such governmental entities. However, if requested by all parties, DNR, at its sole discretion, may informally assist in seeking resolution of such disputes.
18. This agreement reflects the good faith intentions of DNR and the Tribe concerning how they will work together. It does not waive any rights, claims, remedies, obligations, or defenses of the Parties, or of third parties, nor does it in any way alter the State of Washington's title to or legal rights and obligations relating to ownership of the lands that are subject to this agreement.

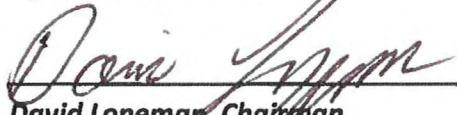
Nothing in this agreement shall be construed to abrogate, amend, limit, modify, waive, or otherwise affect any rights or immunities held by the Tribe or its members, including but not limited to hunting and gathering rights, under federal treaties, statutory, or common law, or any other source of applicable law.

Nothing in this agreement shall be construed to represent any position upon the part of DNR, or the State of Washington in general, with respect to the existence or validity of any tribal treaty rights or the extent of the right to exercise such rights.

19. This agreement is not intended to create third party beneficiaries or result in any liability for DNR as a result of the Tribe's management of vehicle access to DNR-managed lands.
20. DNR reserves the right to grant access to the areas of DNR-managed lands subject to this agreement to any party for any purpose at DNR's sole discretion. This agreement does not establish an exclusive right by the Tribe for access to the subject DNR-managed land.

Date: 10-3-14

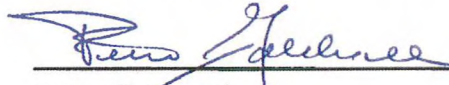
**Squaxin Island Tribe**

  
\_\_\_\_\_  
**David Lopeman, Chairman**  
**Squaxin Island Tribe**

**10 SE Squaxin Lande**  
**Shelton, WA 98584**

Date: 10/3/2014

**Washington State Department of  
Natural Resources**

  
\_\_\_\_\_  
**Peter Goldmark**

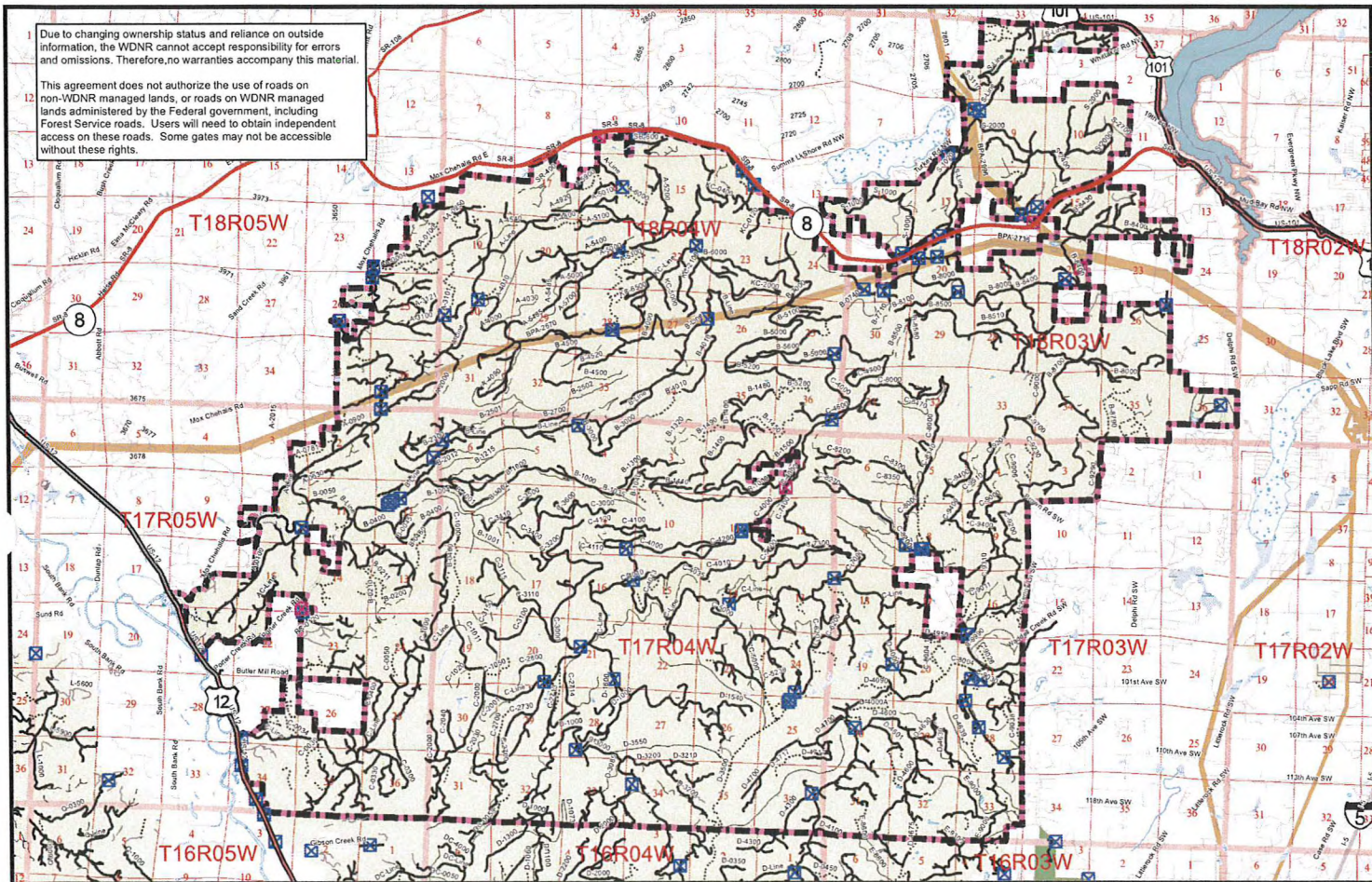
**Commissioner of Public Lands**  
**1111 Washington St., SE**  
**Olympia, WA**  
**98504**





1 Due to changing ownership status and reliance on outside information, the WDNR cannot accept responsibility for errors and omissions. Therefore, no warranties accompany this material.

2 This agreement does not authorize the use of roads on non-WDNR managed lands, or roads on WDNR managed lands administered by the Federal government, including Forest Service roads. Users will need to obtain independent access on these roads. Some gates may not be accessible without these rights.



**WDNR Managed Lands**

- WDNR Managed Lands
- WDNR Managed NAp/NRCA
- Agreement Area
- Powerlines

**WDNR Managed Roads**

- Active/driveable
- Orphaned
- FP abandoned or pending abandonment
- Decommissioned

**Roads - not WDNR**

- Primary Highway
- Secondary Highway
- Light Duty Road
- Unimproved or Unknown

- U.S. Highway
- State Highway

**Capitol State Forest**  
Squaxin Island Tribe  
Vehicle Access Agreement



When map is printed at original scale:  
1 inch = 1.97 miles

