

Memorandum of Understanding
The City of Salem
And
The Confederated Tribes of
the Grand Ronde Community of Oregon

This Memorandum of Understanding is entered into by the City of Salem (“City”) and the Confederated Tribes of the Grand Ronde Community of Oregon (“Tribe”) in order to strengthen the government-to-government relationship between the City and the Tribe and facilitate communication on matters of mutual interest.

The Tribe is the federally recognized Indian Tribe pursuant to the 1983 Grand Ronde Restoration Act (25 U.S.C 713) which restored all rights and privileges of the Tribe and its members that might have been diminished or lost under the Western Oregon Indian Termination Act of 1954 (Pub. L. No. 588, 68 Stat. 724). The area which today makes up the present day City was ceded by antecedent bands and tribes of the Confederated Tribes of Grand Ronde that signed the Willamette Valley Treaty of 1855 (Treaty with the Kalaypuya, Etc., 1855, known as the Willamette Valley Treaty (10 Stat. 1122)). The Willamette Valley Treaty calls for the removal of the bands and tribes from their traditional lands. On June 30, 1857, President James Buchanan signed an Executive Order creating the Grand Ronde Reserve “particularly for the Willamette tribes.” The indigenous peoples from the Salem area, along with other tribes in the outlying Salem metropolitan area were removed to the Grand Ronde Indian Reservation.

Whereas the City is organized under the laws of the State of Oregon, and is an incorporated, home rule charter city and the county seat of Marion County and the capitol city of Oregon.

Whereas the City recognizes the Tribe has historical and active connection to the area now known as Salem.

Whereas the City has determined that upon request of its Tribal Government Partners, the City will enter into a Memorandum of Understanding.

This MOU establishes a Protocol to facilitate communication and cooperation between the parties and to also provide methods for reaching resolution on issues of mutual interest.

Toward these ends, the City and the Tribe will use reasonable efforts to proceed under the following Protocol:

Section One: **Identification of Tribally Significant Areas within the City of Salem**

Representatives of the Tribe and the City will work together to establish a geodatabase within the City’s ArcMap system which include known archaeological sites as well as Tribally Significant Areas with a high probability of historic and pre-contact archaeological significance. Every effort shall be made to ensure protection of these areas, and avoidance of any adverse effects. Once this geodatabase has been created, associated processes shall be established in order to:

1. Provide Adequate Notice: Whenever land use actions are occurring on private lands within areas identified as significant, the Tribes shall be notified in a manner consistent with existing Oregon land use law prior to such land use approval. The private property owners shall also be notified of their obligation to consult with the Tribes to ensure every effort is made to avoid adversely effecting significant areas.
2. Ensure Consultation:
 - a. For federally funded projects undertaken by the City or public agencies on sites of Tribal significance, appropriate consultation in compliance with federal and state law shall occur. Should avoidance of adverse effects not be feasible, consultation regarding appropriate mitigation shall be completed.
 - b. For City projects funded by sources other than federal funds on sites of Tribal significance, appropriate consultation in compliance with federal and state law shall occur. Should avoidance of adverse effects not be feasible, consultation regarding appropriate mitigation shall be completed.
 - c. For routine maintenance or other ground disturbing activity that may not require a permit, the City will provide a list of upcoming projects scheduled at least four times per year to the Tribes for sites of Tribal significance.
3. Mitigation: Should any project have an adverse effect upon a known archaeological site, mitigation based upon applicable City of Salem code, SRC 230 shall be required.

Section Two: **Communication and Coordination**:

Develop a government to government relationship that is based on consistent contact, constructive dialogue and problem solving that will promote cooperation with regard to projects, studies, development and resource management and protection efforts. This shall be accomplished through:

1. Regular Meeting of Representatives: Semi-Annual Meetings between the City's Historic Preservation Officer or designee and the Tribe's Historic Preservation Officer or designee.
2. Regular Monthly Reports: The City will provide a List of Current City Active Projects within known Tribally Significant Resource areas.
3. Data Share: The City shall provide the Tribes with any needed GIS Shapefiles necessary to assist with the development of an up to date and

accurate geodatabase. The Tribe shall provide the City with any needed shapefiles including the data related to known archaeological sites, and Tribally Significant areas.

Section Three: **Education**

The Tribes and the City shall work together to develop education and outreach projects and programs which serve to share the Tribe's history and connections to Salem and the Willamette Valley. Programming shall include, but not be limited to:

1. Native American Heritage Month-November. The City shall proclaim November as Native American Heritage month.
2. Historic Landmarks Commission Activities. The City's Historic Landmarks Commission shall develop activities in collaboration with the Tribe to honor Native American Heritage month.

Section Four: **Resolution and Amendments**

Should the Tribe have concerns with any of the goals of this MOU, related communication or cooperation, written notice shall be provided to the City's Historic Preservation Officer or designee. Should the City have concerns, written notice shall be provided to the Tribe's Historic Preservation Officer or designee. This notice shall include a detailed accounting of the concerns as well as the recommended resolution, including a recommendation (if any) to modify or amend upon mutual written agreement the MOU. The party in receipt of the notice of concern requesting resolution, shall provide a response within ninety (90) days of the receipt of the written notice.

Section Five: **Additional Terms**

1. Termination: Either party may decline to participate in the processes and procedures set forth within this MOU at any time. As a matter of courtesy any party declining further participation should attempt to provide the other party ninety (90) days written notice of that decision.
2. No Legally Binding Force or Effect: It is expressly understood and agreed by the Tribe and the City that the parties do not intend that this MOU create any legally binding or enforceable obligation on the part of either party, either with respect to the MOU itself or any issues that may be considered under this agreement. If the parties wish to create a legally enforceable agreement, the parties agree to negotiate such agreement which shall be executed by the authorized individuals for each party.
3. Notice: Should the City execute an agreement with another tribe dealing with any of the goals and objectives of this MOU, it will notify the Tribe and consult with the Tribe regarding terms that may expand the City's obligations beyond those contemplated in this MOU.

It is so agreed this _____ day of _____, 2020.

Steve Powers, City Manager
City of Salem

Cheryle A. Kennedy, Tribal Chair
Confederated Tribes of Grand Ronde