

## A G R E E M E N T

THIS AGREEMENT, made this 23<sup>rd</sup> day of July, 1959, by and between the City of Tacoma, a municipal corporation of the State of Washington, (hereinafter referred to as "the City"), and the STATE OF WASHINGTON through the Director of Fisheries, (hereinafter referred to as "the State")

### W I T N E S S E T H:

WHEREAS, the City, in 1926, completed a dam 275 feet in height in connection with the production of hydroelectric power on the North Fork of the Skokomish River and in the year 1930 completed another dam 235 feet in height for the same purpose, also on the North Fork of the Skokomish River below the first dam; and

WHEREAS, Section 78, Chapter 31, of the Laws of the State of Washington of 1915 (RRS 5730), as re-enacted by Laws of 1955, Chapter 12, Section 75.20.060, now codified as RCW 75.20.060, requires that fish ladders or fishways shall be constructed and maintained at every dam in any stream in the State of Washington and the State has found that the construction of fishways over the above mentioned dams on the North Fork of the Skokomish River are practicable and has made demand upon the City to construct the same; and

WHEREAS, the City has determined the cost of constructing a fish hatchery to be considerably less than the cost of constructing fishways and the State has agreed to accept a fish hatchery in lieu of fishways as being equally satisfactory for the propagation of fish; and

WHEREAS, the City is contemplating the construction of a dam, also in connection with the production of hydroelectric power, on the South Fork of the Skokomish River at a site to be selected in the area between the confluence of Brown Creek with the South Fork of the Skokomish River and the present junction of the South and North Forks of the Skokomish River, and said stream contains resident and migratory fish

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City has acquired heretofore a suitable site for a hatchery which is satisfactory to the State, said site is located in Mason County and comprises approximately thirty or thirty-one acres and is legally described as follows:

The Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 22, Township 21 North, Range 4 West of W.M., excepting therefrom, however, all that portion thereof which lies South of the Southerly right of way

line of the Union Cutoff County Road No. 263, extending Easterly from Primary State Highway No. 9 (Olympic Highway), and East of the Easterly line of said Primary State Highway No. 9 as now established and except for right of ways of all County roads and State Highways as now established.

The City shall transfer title to the State to said real property by a warranty deed at the time of payment of the consideration hereinafter referred to. Said deed shall be subject to that certain easement of record heretofore granted by the City to Mason County for road purposes.

2. The State shall construct on said site a fully equipped fish hatchery, including but not limited to the following: six permanent fish rearing ponds, a water supply system for the operation of the hatchery and for domestic use, hatchery residences, fish trapping facilities, egg collection facilities, storage facilities and other necessary buildings suitable for the purpose of providing facilities for the operation of a fish hatchery, and the State shall thereafter operate and maintain said hatchery in the manner it deems best advisable for such purposes.

3. The City shall pay to the State the sum of \$200,000.00 as payment for its share of the State's expense in the construction of said facilities, said payment to be made on or before September 1, 1959 upon thirty (30) days advance written notice by the State.

4. The City agrees to reimburse the State for its expense incurred in the operation and maintenance of said hatchery and appurtenances from the date said facilities are placed in operation until it is declared abandoned and/or is no longer operated by the State. The City's liability for such operation and maintenance shall not exceed the sum of \$15,000.00 per year. If the expenses for any calendar year are less than \$15,000.00, the difference between the actual expenses for such year and the sum of \$15,000.00 shall be cumulative and shall be made available by the City to meet any operation and maintenance expenses for the hatchery facilities in any future years; provided that such amounts shall not be accumulated beyond the sum of Thirty-five Thousand Dollars (\$35,000.00).

The City agrees to accept State of Washington methods and procedures for incurring and paying expenses for the operation and maintenance of said hatchery and to pay monthly itemized and certified claims submitted by the State for said operation and maintenance within forty-five (45) days after receipt of said claims.

The City and the State agree that the period July 1 through June 30 shall constitute the fiscal year applicable to expenditures payments, and the accounting thereof. The parties hereto agree also

to review the matter of the City's annual contribution of \$15,000.00 to the State for the operation and maintenance of the hatchery after the hatchery has been in operation for a period of ten (10) years. Such review shall be for the sole purpose of determining whether or not said annual amount should be increased or decreased in the light of the national economy at the time of such review. Either party may request a meeting for this purpose.

5. The performance of this contract by the City shall constitute a compliance with the laws and regulations of the State of Washington regarding the propagation and maintenance of fish life and a complete, full and final release and discharge of any and all claims which the State now has or may in the future have against the City by reason of the construction, operation and maintenance of the existing dams and diversion of waters in the North Fork of the Skokomish River.

6. If a dam be erected or any water be diverted from the South Fork of the Skokomish River by the City, the City agrees to provide and maintain such adequate equipment as may be lawfully specified by the State in accordance with Section 78, Chapter 31, of the Laws of the State of Washington of 1915 (RRS 5730), as re-enacted by the Laws of 1955, Chapter 12, Section 75.20.060, now codified as RCW 75.20.060, and Section 1, Chapter 39 of the Laws of the State of Washington of 1943 (RRS 5731) as re-enacted by the Laws of 1955, Chapter 12, Section 75.20.090, now codified as RCW 75.20.090.

7. In consideration of the covenants as set out in Paragraph 6 of this agreement, the State agrees not to oppose any acts of the City relative to the construction of a dam or the diversion of waters on the South Fork of the Skokomish River; provided, that the City shall maintain at all times a minimum flow of 50 c.f.s. past any such dam and into the normal river channel, except during flood periods when said release may increase flood damage downstream.

IN WITNESS WHEREOF, the parties hereto have executed the within instrument by their officers thereunto duly authorized.

Attest:

  
City Clerk

STATE OF WASHINGTON

By

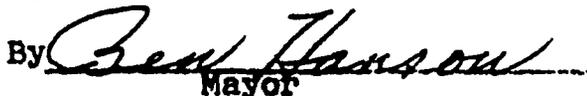
  
Director of Fisheries

Approved:

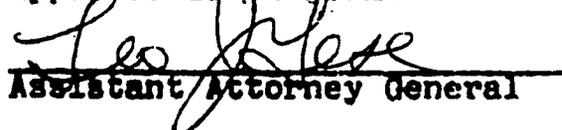
  
Director of Utilities

CITY OF TACOMA

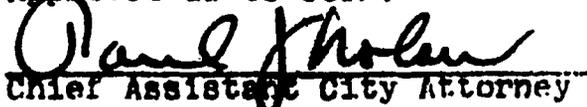
By

  
Mayor

Approved as to form:

  
Assistant Attorney General

Approved as to form:

  
Chief Assistant City Attorney

A G R E E M E N T

This agreement, made this 5<sup>th</sup> day of January, 1971,  
by and between the STATE OF WASHINGTON, Department of Fisheries,  
hereinafter referred to as the Department and the CITY OF TACOMA,  
a municipal corporation of Washington, hereinafter referred as as  
The City.

WITNESSETH:

WHEREAS, the Department and The City on July 23, 1959  
entered into an agreement concerning the construction, operation  
and maintenance of the George Adams Hatchery, which agreement was  
modified by a supplemental agreement between the parties entered  
into on February 20, 1962, and

WHEREAS, pursuant to said 1959 agreement, The City has  
conveyed to the Department title to the site of the George Adams  
Hatchery and has paid its share of the cost of constructing said  
hatchery and the Department has constructed a fully equipped fish  
hatchery on said site, and the City has made all annual operation  
and maintenance payments required under the 1959 and 1962 agreements,  
and

WHEREAS it appears to be in the best interest of both parties  
that said agreements be modified and superseded,

NOW, THEREFORE, In consideration of the mutual benefits to  
be derived, it is hereby mutually agreed as follows:

1. All contract obligations of the City under the 1959 and  
1962 agreements have been satisfied, and said agreements are super-  
seded by this agreement upon execution hereof.

2. The City shall reimburse the Department for the City's portion of the Department's expense incurred in the operation and maintenance of the George Adams Hatchery on an annual basis according to the following formula:

$$\left[ \frac{(\$15,000) (A.C.I.)}{104} \right] (1-A) = B \quad \text{(rounded to the nearest \$100)}$$

where \$15,000 is equal to the City's original payment, where A.C.I. is equal to the Department of Labor's All Commodities Index for April of the year preceding payment, where 104 equals the Index as of June 1961, where A is the decimal fraction equal to that applied by the Department when billing the City for administrative overheads, and where B is equal to the City's annual monetary commitment.

3. The City shall determine the amount of its commitment between April 1 and July 1 of each year and submit the results of its determination to the Department prior to July 1 of each year prior to the year of payment. The April All Commodities Index of the year prior to payment shall be utilized in making the determination.

4. The City's reimbursement provided in paragraphs 2 and 3 hereinabove shall be satisfied by the City's purchase of fish food equal in cost to the amount of its annual commitment. Delivery shall be f.o.b. to the George Adams Hatchery or a specified department central storage site. Such fish food shall be prepared by the manufacturer according to Department quality specifications.

5. Title to all real and personal property located at the George Adams Hatchery is in the State of Washington.

6. The Department assumes sole liability for operation and maintenance of the George Adams Hatchery.

IN WITNESS WHEREOF, the parties hereto have executed the within instrument by their officers thereunto duly authorized.

STATE OF WASHINGTON

By Thor C. Tully  
Director of Fisheries

Approved as to form & legality:

William G. ...  
Assistant Attorney General

Attest:

Alford  
City Clerk

CITY OF TACOMA

By James Thurston  
Mayor

Approved:

W. B. ...  
Director of Utilities

Approved as to form & legality:

David ...  
Deputy City Attorney