



PUGET SOUND FEDERAL TASK FORCE

MEMORANDUM OF UNDERSTANDING AMONG FEDERAL AGENCIES

I. BACKGROUND

(a) Puget Sound, Washington, is among the most important estuary ecosystems in the United States, providing critical human and ecological values. Puget Sound is approximately 650,000 square miles and encompasses an 8-million-acre watershed. Its unique nearshore ecosystem comprises more than 2,500 miles of river deltas, coastal embayments, beaches, bluffs and rocky shorelines. The ecosystem supports more than 4.7 million people, including 19 federally recognized tribal governments; 211 fish species; 100 sea bird species; and 13 marine mammal species, such as orca whales. It also annually handles over \$77 billion in imports and exports, \$10 billion in outdoor recreation, and \$2 billion in agriculture revenue. Decades of human activity and development have degraded the ecological function of Puget Sound. Despite enthusiastic conservation efforts, the ecological health of Puget Sound remains threatened.

(b) The preservation and restoration of Puget Sound requires continued action and focus. Climate change, natural processes and human development impose stress on the ecosystem and contribute pollutants to the sound. With the projected climate change and amount of growth in human population over the next 20 years, these threats may increase. During the past 125 years, approximately 70 percent of critical habitats, including salt marshes, eelgrass beds and estuaries, have been damaged or completely lost. This habitat loss and degradation have contributed directly to the decline of fish and wildlife resources important to the people who live here, including Native Americans who have relied on these resources for millennia. The decline of Pacific salmon, necessitating protection of several once abundant species under the Endangered Species Act, is emblematic of the interrelationship among ecosystems, natural resources and people. This degradation has elevated the protection and restoration of Puget Sound to a national priority.

(c) Given the national significance of the Puget Sound ecosystem and its importance to the millions of people who depend on it for economic, cultural, and environmental benefits, it is imperative that the federal government reinforce and strengthen its leadership role, working in partnership with the federally recognized tribes, State of Washington and interested partners. The State of Washington convenes the Puget Sound Management Conference that develops and implements the Puget Sound Action Agenda, a collaborative roadmap for restoration and

protection that also serves as the Comprehensive Conservation and Management Plan (for Puget Sound the “Action Agenda”) under the Environmental Protection Agency’s National Estuary Program.

(d) Longstanding treaties dating from 1854 and 1855 establish important responsibilities for the federal government to protect tribal treaty resources. As habitat and salmon continue to face challenges in Puget Sound, the need to follow through on these responsibilities is more important than ever. Article VI of the U.S. Constitution declares treaties as part of the supreme law of the land, with the same legal force as federal statutes. This Memorandum of Understanding (MOU) will adhere to and support the federal government’s responsibility to address tribal treaty rights and trust responsibilities in situations where the plans and actions implemented under this MOU may affect them and recognizes the duty to engage in government-to-government consultation prior to any action related to Puget Sound that may impact a federally recognized tribe.

(e) Puget Sound is also part of a larger Salish Sea Ecosystem that includes the Georgia Basin in Canada. Our collective success in conserving Puget Sound and the Salish Sea is dependent on effective binational cooperation with Canadian federal, provincial and local governments and First Nations. An existing Statement of Cooperation is in place between the EPA and Environment and Climate Change Canada that created a working group and annual work plans for sharing scientific information, developing joint research initiatives and ensuring coordination of environmental management initiatives and long-term planning. This MOU is intended to complement the existing Statement of Cooperation, facilitating ongoing transboundary cooperation between U.S. and Canadian governments.

II. VISION AND PURPOSE

(a) The parties, identified below, envision a healthy and sustainable Puget Sound ecosystem that provides for a high-quality and resilient long-term ecological and economic state and restores the environmental integrity and sustainability of the system.

(b) This MOU establishes the national Puget Sound Federal Task Force to work in partnership with the Puget Sound federally recognized tribal governments, State of Washington, diverse stakeholders and Canadian partners to apply our authorities, programs, available resources and scientific capabilities toward achieving the vision and purpose of this MOU.

(c) This MOU establishes a voluntary structure for coordinating and aligning the actions of the federal agencies with primary federal responsibilities and authority over key aspects of Puget Sound and its tributaries. This includes the establishment of the Puget Sound Federal Task Force supported by regional federal leadership and implementation teams.

(d) This MOU is intended to achieve the following purposes:

- Strengthen the coordination among federal agencies and provide for closer and more efficient coordination between regional and national federal leadership in the setting and execution of federal priorities and the resolving of issues in a timely fashion, consistent with existing federal agency procedures and processes;

- Strengthen generally the coordination among federal agencies on mitigation of potential environmental impacts;
- Strengthen generally the intergovernmental coordination of federal actions with tribal, state and local governments as well as the coordination of public and private efforts;
- Strengthen the early and ongoing integration of federal activities and capabilities into the Puget Sound Action Agenda and its implementation, working with the federally recognized tribal governments, Puget Sound Management Conference, other state agencies and the public;
- Strengthen and expand the federal contribution of scientific and technical expertise as practicable with available federal appropriations;
- Contribute to fulfilling federal trust responsibilities to the Puget Sound federally recognized tribal governments, as they relate to the action plan and priority actions; and
- Serve to create a standing federal venue through which to share information, meet and engage in government-to-government consultation as it relates to the action plan and priority actions.

(e) This MOU does not alter, diminish or create any legal obligations for federal agencies or expand the authorities granted by underlying statutes nor does it alter or diminish any existing federal treaty obligations or trust responsibilities.

(f) This MOU revokes and supersedes the existing regional federal partnership agreement that established the Puget Sound Federal Caucus and builds upon and complements the collaborative work the federal government, tribes, the state and other key partners are already conducting.

III. PARTIES

The parties to this MOU are:

- (a) The United States Department of the Interior (DOI), which has jurisdiction pursuant to the Fish and Wildlife Coordination Act (16 U.S.C. Section 661 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.) and other applicable laws;
- (b) The United States Environmental Protection Agency (EPA), which has jurisdiction pursuant to the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.) (Clean Water Act), the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.) and other applicable laws;
- (c) The United States Department of Commerce (DOC), including the National Oceanic and Atmospheric Administration (NOAA), which has jurisdiction pursuant to the Fish and Wildlife Coordination Act (16 U.S.C. Section 661 et seq.), the Endangered Species Act of 1973 (16 U.S. C. Section 1531 et seq.) (ESA), the Magnuson-Stevens Act (16 U.S.C. Section 1801 et seq.) and other applicable laws;
- (d) The United States Department of the Army (DOA), which is provided for and maintained by Congress pursuant to Article 1 of the U.S. Constitution and having the mission, functions, organization and authorities granted by Title 10 of the United States Code and other applicable law, and includes the U.S. Army Corps of Engineers (Corps), which has

jurisdiction pursuant to flood control, and water resource development authorizations, Section 10 of the Rivers and Harbors Act of 1899, Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 408) and Section 404 of the Clean Water Act (33 U.S.C. Section 1344) and other applicable laws;

- (e) The United States Department of the Navy (DON), including the United States Navy and the United States Marine Corps, which is provided for and maintained by Congress pursuant to Article I of the U.S. Constitution and having the mission, functions, organization and authorities granted by Title 10 of the United States Code and other applicable laws;
- (f) The United States Department of Agriculture (USDA), which has jurisdiction pursuant to Title XII of the Food Security Act of 1985 (16 U.S.C. Section 3801 et seq.), as amended, and other applicable laws;
- (g) The United States Department of Transportation (DOT), which enters this MOU pursuant to 49 U.S.C. 301; and
- (h) The United States Coast Guard (USCG), which has jurisdiction pursuant to 14 U.S.C. Sections 81, 88, and 89, the Ports and Waterways Safety Act (33 U.S.C. Section 1221 et seq.), Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Section 1251 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.) and other applicable law, and enters this MOU pursuant to 14 U.S.C. Section 92, 93, 141, and other applicable law; and
- (i) The Council on Environmental Quality (CEQ), which has jurisdiction pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and other applicable laws.

IV. NATIONAL PUGET SOUND FEDERAL TASK FORCE

- (a) A national level Puget Sound Federal Task Force (Task Force) is hereby established and will serve as the primary leadership group. The Task Force will be co-chaired by the Chair of the White House Council on Environmental Quality (CEQ), or such other person as the Executive Office of the President shall designate, and a rotating co-chair among the signatory agencies. The rotating co-chair will serve for a period of two years.
- (b) The Task Force will include a senior designee from each of the following agencies: the Department of Commerce, the Office of Assistant Secretary of the Army for Civil Works, the Office of Assistant Secretary of the Army for Installations, Environment and Energy, the Office of the Assistant Secretary of the Navy (Energy, Installations and Environment), the Environmental Protection Agency, the Department of Agriculture, the Department of the Interior, the Department of Transportation, the Department of Homeland Security and such other interested agencies as determined by the co-chairs.

- (c) The Task Force will serve as the primary interagency entity for achieving the vision and purpose of this MOU, working through and serving as the national policy oversight body for the regional teams, described below. The Task Force will, among other things:
- In coordination with affected stakeholders, review and approve the Puget Sound Action Plan, updates and other products produced by regional implementation teams;
 - Outline implementation costs and ensure they are achievable within available resources;
 - Review interagency issues identified and elevated via the regional implementation teams from time to time; and
 - Coordinate its actions with the White House Council on Native American Affairs, as needed.
- (d) The Task Force will meet approximately biannually, or as needed, to fulfill its purposes and provide an annual progress report to signatory agency principals, the Office of Management and Budget and others as appropriate.

V. REGIONAL PUGET SOUND IMPLEMENTATION TEAMS

Teams will support regional implementation, including regional Leadership and Implementation Teams, and, as necessary, issue-specific sub-teams.

- (a) The Region 10 Administrator of the EPA and a rotating co-chair among the other regional agencies will co-chair the Leadership Team, to include regional principals or their designees from DOI, USDA, NOAA, DOA, DON, Corps, DOT, DHS, or other involved agencies or sub-agencies as the co-chairs determine. The Leadership Team also will include members from specific sub-agencies or bureaus, including the individual bureaus within DOI and USDA. The rotating co-chair will serve for a period of two years. If needed, the regional Leadership Team may develop a separate agreement to incorporate additional regional federal entities to support implementation of this MOU.
- (b) The Leadership Team will meet biannually or as needed to provide regional leadership for federal actions within Puget Sound and the Salish Sea, with the purpose of facilitating implementation and addressing priority actions across federal agencies and jurisdictions. The Leadership Team can invite, as appropriate, state and tribal leaders to participate in its meetings to promote transparency and coordination.
- (c) The Leadership Team will be the primary regionally based, interagency, federal forum through which to:
- Integrate federal efforts with those of tribal, state and local entities in the implementation of the Puget Sound Action Agenda;
 - Plan and coordinate federal efforts for the implementation of salmon recovery efforts in and around Puget Sound and its tributaries;
 - Support federal efforts to mitigate potential environmental impacts;
 - Facilitate the coordination of federal trust responsibilities to the Puget Sound federally recognized tribal governments, as they relate to the action plan and priority actions, in the execution of these duties as needed and agreed to by involved agencies and tribes; and

- Identify bilateral functions relating to the stewardship of Puget Sound and the Salish Sea with Canada and First Nations related to the existing EPA and Environment and Climate Change Canada Statement of Cooperation as appropriate.
- (d) The Implementation Team, consisting of senior managers and staff from each of the participating agencies and sub-agencies or bureaus, including the individual bureaus and agencies within DOI, DOT, DHS, and USDA, will provide federal planning and implementation support for the Puget Sound Action Agenda, Salmon Recovery Plans under the Endangered Species Act, binational efforts and other federal Puget Sound restoration and protection priorities including tribal trust responsibilities by:
- Developing, evaluating and updating the federal action plan (see VI);
 - Coordinating and collaborating with partners, and representing federal interests and programs on the boards of the state-led Puget Sound Management Conference; and
 - Providing input to the binational Salish Sea plans and actions, as appropriate.
- (e) The Implementation Team may establish sub-teams as necessary to coordinate on specific Puget Sound restoration and protection areas of focus. Sub-teams could include, but are not limited to: 1) science and monitoring, 2) federal lands, assets and infrastructure investments, and 3) international issues/Salish Sea.

VI. FEDERAL ACTION PLAN AND PRIORITY ACTIONS

- (a) By June 1, 2017, the Task Force will approve a five-year action plan that leverages federal programs across agencies and serves to coordinate diverse programs on a specific suite of priorities. The national Task Force will coordinate the action plan with agency principals, CEQ and the Office of Management and Budget.
- (b) The regional Implementation Team will develop the action plan for review and adoption by the Task Force. In developing the plan, the Implementation Team will engage with the federally recognized tribal governments via an annual meeting with the Tribal Management Conference and with the state via an annual meeting with the Puget Sound Management Conference and other state agencies as identified by the governor of Washington, as well as other partners and stakeholders, as appropriate.
- (c) The Implementation Team will use all available strategic, economic development and other related plans when developing the action plan. In coordination with the military installations in the Puget Sound region, the plan will take into account and not adversely affect national security interests. Since salmon are critically important, the Puget Sound Action Agenda and salmon recovery priorities, as developed by the Puget Sound Management Conference led by the State of Washington Puget Sound Partnership and tribal priorities and plans, are two of the foundations to inform action plan development. The plan may also include priority federal actions not addressed in the Action Agenda or salmon recovery plans. Transboundary issues and priorities may be integrated into the action plan as an outcome of coordination

with Canadian partners through the existing EPA and Environment and Climate Change Canada Statement of Cooperation as appropriate.

- (d) The Regional Implementation Team will evaluate annually the action plan and modify it as deemed necessary by the parties in order to adapt to new circumstances and events. The action plan should provide consistency and focused federal activity on a rolling five-year basis.
- (e) The regional agencies, using as a foundation applicable state and tribal science and monitoring plans, will coordinate and collaborate on science activities with federal, state, tribal and local agencies, as well as academic and nongovernmental organizations to include identifying critical research gaps where federal science, monitoring and analytical resources and programs could play a critical role.
- (f) The regional Implementation Team will provide input on an annual basis to the binational Salish Sea action plan under the Joint Statement of Cooperation between EPA and Environment and Climate Change Canada.

VII. TRIBAL TREATY RIGHTS AND TRUST RESPONSIBILITIES

- (a) The parties to this MOU recognize the substantial subject matter overlap among Puget Sound stewardship, treaty rights and obligations and trust responsibilities. We also recognize the importance of respecting the distinctions among these differing responsibilities and commit to doing so in the execution of this MOU. This MOU does not supersede any treaty rights or trust obligations.
- (b) Given the above, the regional Leadership Team will serve as an interagency venue to facilitate coordination of activities involving the federal trust responsibilities to the federally recognized tribes of Puget Sound. It will engage in appropriate coordination and consultation with federally recognized tribal governments on the execution of the action plan and priority actions in circumstances where multiple agencies are involved. Individual agency government-to-government consultation policies and procedures will continue to be used for single-agency actions and treaty rights matters.
- (c) The regional Implementation Team will confer annually with federally recognized tribal governments working either directly or through the Tribal Management Conference. This will include an annual meeting between the regional Implementation Team and the Tribal Management Conference to review and receive input on the federal action plan.
- (d) Where issues arise that pertain to the implementation of the action plan and priority actions that could affect the federal trust responsibilities to the Puget Sound tribal governments, the regional Leadership Team will facilitate coordination and information sharing so that each individual agency is more effectively able to complete individual consultations with affected tribes. If those issues cannot be resolved at the regional level in a reasonable amount of time, the parties to this MOU recognize that either tribal governments, individual local agencies or

the regional Leadership Team may elevate issues through existing agency dispute/issue resolution or, in the alternative, be guided by the principles of the Operational Draft Issue-Elevation Process for Western Washington Treaty Tribes' Treaty Rights at Risk Initiative resolution process for resolving issues regionally and elevating issues to the national/headquarters level.

VIII. MISCELLANEOUS PROVISIONS

- (a) This MOU does not and does not intend to restrict the authority of any party to act as provided by law, statute or regulation.
- (b) This MOU addresses the activities of the parties and, as such, does not address and thus does not restrict the activities and authorities of any other federal agency or office.
- (c) This MOU does not and does not intend to create any right or benefit, substantive or procedural, enforceable at law or in equity, by any person against the United States, its departments, agencies or entities, its officers, employees, agents or any other person.
- (d) This MOU will take effect upon the signature of all of the parties, and it will remain in effect for a period of 10 years from the date on which it takes effect. This MOU may be extended or modified at any time upon the mutual written consent of the parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other parties at least 30 days in advance of the desired termination date.
- (e) As required by the Anti-deficiency Act, 31 U.S.C. Sections 1341, 1342, and 1517, all activities of the parties in implementing this MOU are subject to the availability of appropriated funds. Nothing in this MOU obligates any of the parties to expend or transfer appropriations or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations. Any activities or projects involving the transfer, reimbursement or contribution of funds among the parties to this MOU will be handled under separate agreements and any negotiation, execution and administration of such agreements must be in accordance with applicable laws and regulations. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- (f) The Parties and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- (g) The Parties will consult with one another to resolve disputes at staff levels and elevate disputes through the respective organizational levels only if necessary. Notification of potential conflict or a dispute by either Party must be put in writing, and attempts to resolve the matter at the staff level should occur within 30 days. If there is no resolution at this level within 30 days, either Party may elevate the issue to the appropriate officials.

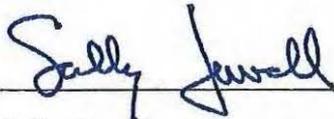
Notwithstanding any such referral, each party reserves the right to make a final decision on any matter within its statutory authority.

IX. SIGNATURES

**PUGET SOUND
FEDERAL TASK FORCE**

**MEMORANDUM OF UNDERSTANDING
AMONG FEDERAL AGENCIES**

September 30, 2016

A handwritten signature in blue ink that reads "Sally Jewell". The signature is written in a cursive style and is positioned above a horizontal line.

Sally Jewell
Secretary
Department of the Interior

**PUGET SOUND
FEDERAL TASK FORCE**

**MEMORANDUM OF UNDERSTANDING
AMONG FEDERAL AGENCIES**

September 30, 2016



Secretary
Department of Commerce

**PUGET SOUND
FEDERAL TASK FORCE**

**MEMORANDUM OF UNDERSTANDING
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**Secretary
Department of Agriculture**

**PUGET SOUND
FEDERAL TASK FORCE**

**MEMORANDUM OF UNDERSTANDING
AMONG FEDERAL AGENCIES**

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

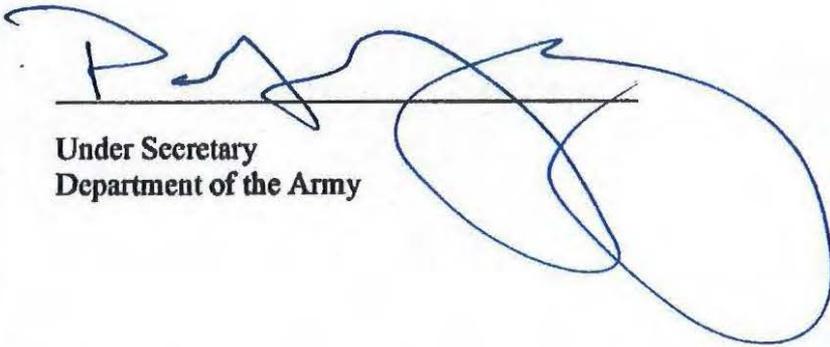
**Administrator
Environmental Protection Agency**

OCT 14 2016

Date

**PUGET SOUND
FEDERAL TASK FORCE**

**MEMORANDUM OF UNDERSTANDING
AMONG FEDERAL AGENCIES**

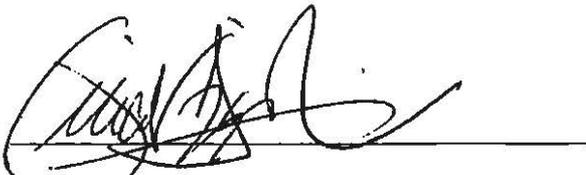
A handwritten signature in blue ink, consisting of a large, stylized 'P' followed by several loops and a large oval at the end. The signature is written over a horizontal line.

**Under Secretary
Department of the Army**

**PUGET SOUND
FEDERAL TASK FORCE**

**MEMORANDUM OF UNDERSTANDING
AMONG FEDERAL AGENCIES**

October 7, 2016

A handwritten signature in black ink, appearing to be "C. J. [unclear]", written over a horizontal line.

Assistant Secretary
Department of Transportation

**PUGET SOUND
FEDERAL TASK FORCE**

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September 30, 2016



Assistant Secretary of the Navy (Energy, Installations, & Environment)
Department of the Navy

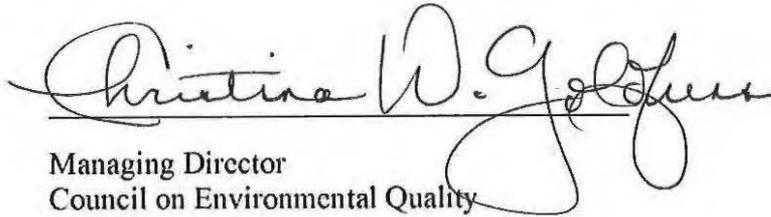
**PUGET SOUND
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Paul P. Zukunf 31 OCT 2016

Commandant
United States Coast Guard

**PUGET SOUND
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**MEMORANDUM OF UNDERSTANDING
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Christina W. Golfer

Managing Director
Council on Environmental Quality