



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	6	Date:	30 June 2010
Proposed Motion No.:	2010-0300	Prepared by:	Nick Wagner

SUMMARY

Proposed Motion 2010-0300 (pp. 5-15 of these materials) would “affirm King County’s support for a good faith government-to-government relationship with the Muckleshoot Indian Tribe that will facilitate communication and cooperation,” as outlined in the nonbinding memorandum of understanding (MOU) that is Attachment A to the motion (pp. 9-15 of these materials). The MOU is almost identical to one that was signed in 2001 by then King County Executive Ron Sims. The proposed motion would express the Council’s support for renewal of the MOU and would request that both the current King County Executive and the Council Chair sign the MOU, along with the Muckleshoot Tribal Council Chair.

BACKGROUND

The Muckleshoot Indian Tribe (“MIT”) is a federally-recognized Indian tribe whose members are descendants of the Coast Salish peoples, who have lived in the Puget Sound region for centuries. Some of the current MIT members reside on the Muckleshoot Indian Reservation, which is located in King and Pierce Counties, south and east of Seattle, between the Green and White Rivers.¹

2001 Memorandum of Understanding

In 2001 the MIT Chair, then John Daniels, Jr., and the King County Executive, then Ron Sims, entered into a nonbinding memorandum of understanding (MOU) that acknowledges the common interests of King County and the MIT and creates a set of procedural guidelines for regular meetings between the county and MIT. The purposes of the meetings include discussion of common interests, development of a constructive, cooperative intergovernmental relationship, and development and use of dispute resolution mechanisms.²

¹ Additional information about MIT can be found in an excerpt from the MIT website at pp. 17-18 of these materials (available online at <http://www.muckleshoot.nsn.us/about-us/overview.aspx>) and in the HistoryLink essay at pp. 19 of these materials.

² The complete Goals and Objectives are detailed in section 1 on p. 2 of the new MOUs (p. 10 of these materials).

Policy and Technical Committees

To provide a forum for discussion of issues and for reaching agreements, the original MOU provides for creation of a Policy Committee consisting of the MIT Tribal Council Chair, an additional Tribal Council member, and the King County Executive (or the designee of each) (MOU § 2). The King County Council Chair is also to be invited to participate, but is not obligated to do so. In one of three changes in the proposed new MOU, the King County Council Chair would become a fourth member of the Policy Committee (MOU § 2.2).³ In both the original MOU and the proposed new MOU, the MIT and King County delegations to the Policy Committee are allocated one vote to each party, but it is expressly intended that the committee will operate by consensus (MOU § 2.2).

Issues to be considered by the Policy Committee include, but are not limited to: “environmental protection, fire and emergency medical services, fisheries/habitat protection, land use planning and regulation, development activities within the Reservation and adjacent unincorporated King County, police and judicial services, utilities matters, and traffic and transportation.” (MOU § 2.4)

The MOU also provides for formation of Technical Committees if the Policy Committee determines that it requires “further information, technical study, and/or analysis.” (MOU § 2.7). A Technical Committee may be charged with providing “appropriate technical support, policy recommendations, and/or other assistance as may be deemed necessary or appropriate by the Policy Committee” (MOU § 2.7). Both MIT and the county are to have equal representation on any Technical Committee (MOU § 2.8.1). The work plan, findings, and recommendations of a Technical Committee are subject to review and approval by the Policy Committee (MOU § 2.8.2).

Dispute Resolution Process

The MOU creates a dispute resolution process, including mediation if necessary, for resolving any disagreements between the parties (MOU § 3).

Nonbinding MOU

The MOU is nonbinding. Section 4.3 provides in part: “Either party may decline to participate in the processes and procedures set forth within these Guidelines at any time.” Section 4.5 provides:

It is expressly understood and agreed by the MIT and the County that the parties do not intend that these guidelines create any legally binding or

³ The other substantive changes in the new MOU are (1) that the MOU would be between MIT and King County, rather than between MIT and the King County Executive and (2) that the MOU would be signed on behalf of the King County by the Council Chair as well as the County Executive.

enforceable obligation on the part of either party, either with respect to these Guidelines themselves or any issues that may be considered hereunder, and further, that nothing stated herein shall be construed as an admission against interest on the part of either party.

Implementation of the Original MOU

Council staff has been informed that for several years after the original MOU was entered into, the parties held regular and productive meetings as contemplated by the MOU; however, the last of those meetings was several years ago.

CHANGES FROM THE ORIGINAL MOU

The three substantive changes in the new MOU are:

1. The MOU would be between MIT and King County, rather than between MIT and the King County Executive;
2. The MOU would be signed on behalf of the King County by the Council Chair as well as the County Executive; and
3. The King County Council Chair would be added as a fourth member of the Policy Committee.

These changes are shown in the redline at pp. 21-27 of these materials.

PROPOSED MOTION 2010-0300

Proposed Motion 2010-0300 would “affirm[] King County’s support for a good faith government-to-government relationship with the Muckleshoot Indian Tribe that will facilitate communication and cooperation as outlined in [the MOU]” (p. 6 of these materials, lines 25-27). The motion further provides, “The council chair and the county executive are requested to sign the guidelines [i.e., the MOU] together with the representatives of the Muckleshoot Indian Tribe in order to reaffirm the county’s and the tribe’s continuing commitment to these important principles” (pp. 6-7 of these materials, lines 28-29).

INVITEES

1. Sung Yang, Director of Government Relations, King County Executive Office
2. Virginia Cross, Chair, Muckleshoot Indian Tribe

ATTACHMENTS

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1. Proposed Motion 2010-03005
 a. Attachment A: MOU9
2. Muckleshoot Indian Tribe website excerpt17
3. HistoryLink essay re. Muckleshoot Indian Tribe19
4. Redline showing changes from original to new MOU21



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

June 28, 2010

Motion

Proposed No. 2010-0300.1

Sponsors Ferguson and Hague

1 A MOTION affirming the county's support for a good faith
2 government-to-government relationship with the
3 Muckleshoot Indian Tribe that will facilitate
4 communication and cooperation.

5 WHEREAS, King County is a first class home-rule charter county that operates
6 pursuant to the Constitution of the state of Washington, and

7 WHEREAS, the Muckleshoot Indian Tribe is a federally recognized sovereign
8 Indian tribe, which holds certain guaranteed rights under the Treaty of Point Elliott and
9 the Treaty of Medicine Creek, and

10 WHEREAS, the boundaries of the Muckleshoot Indian Reservation includes
11 property located within King County, and

12 WHEREAS, King County and the Muckleshoot Indian Tribe both have interests
13 in preserving the public health, safety and welfare, economic welfare and resource
14 management of their residents and members, and

15 WHEREAS, the success of King County and the Muckleshoot Indian Tribe in
16 achieving their respective responsibilities, goals and interests may be significantly
17 affected by the actions of the other, and

18 WHEREAS, representatives from the executive branch of King County and the
19 Muckleshoot Indian Tribe previously have agreed to guidelines for considering issues of
20 mutual concern, and

21 WHEREAS, it is appropriate that the King County council as the policy making
22 body for King County affirm the county's support for its relationship with the
23 Muckleshoot Indian Tribe and for these guidelines;

24 NOW, THEREFORE, BE IT MOVED by the Council of King County:

25 The metropolitan King County council affirms King County's support for a good
26 faith government-to-government relationship with the Muckleshoot Indian Tribe that will
27 facilitate communication and cooperation as outlined in Attachment A to this motion.
28 The council chair and the county executive are requested to sign the guidelines together

29 with the representatives of the Muckleshoot Indian Tribe in order to reaffirm the county's
30 and the tribe's continuing commitment to these important principles.

31

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Memorandum of Understanding The Muckleshoot Indian Tribe and King County

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Memorandum of Understanding

The Muckleshoot Indian Tribe And King County

These Procedural Guidelines for Issue Consideration (hereinafter referred to as "the Guidelines") are entered into by and between the Muckleshoot Indian Tribe (hereinafter referred to as "the MIT") and King County (hereinafter referred to as "the County").

The MIT is a federally recognized Indian tribe with certain of its tribal members residing on the Muckleshoot Indian Reservation (hereinafter referred to as "the Reservation") in King and Pierce Counties, Washington. The MIT has an interest in preserving the public health, safety and welfare, economic welfare and resource management needs and interests of its tribal members and the Reservation itself; and

The MIT holds certain federally guaranteed rights under the Treaty of Point Elliott (12 Stat. 927) and the Treaty of Medicine Creek (10 Stat. 1132), including fishing, hunting, and gathering rights; and

The County is a First Class Home-rule Charter County that operates pursuant to the Constitution of the State of Washington, and has an interest in preserving the public health, safety and welfare, economic welfare and resource management needs and interests of its residents and the County itself; and

The Reservation boundaries include property that is located within unincorporated King County and the exercise of the MIT's treaty rights occurs within King County; and

The County and the MIT have a common interest in seeing that actions undertaken by either party are reasonable, do not promote undue social, economic, or environmental harm to the MIT or the County, and do not interfere with the legitimate authorities, governmental policies, and appropriate regulatory responsibilities of either party; and

The County and the MIT acknowledge that success in achieving their respective responsibilities, goals, and interests may be significantly affected by the actions of the other, and that it is in the interest of both parties to establish procedural guidelines that facilitate greater communication and cooperation between the parties, and provide methods for reaching resolution on various issues; and

The County and the MIT desire to establish a good faith government-to-government relationship that will facilitate communication and cooperation on a wide variety of issues.

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

Section 1. Goals and Objectives

The County and the Tribe desire to create a set of procedural guidelines including, as indicated, regularly scheduled meetings of representatives of both parties that shall be used to:

- 1.1 Discuss issues, concerns, policies, priorities, actions and initiatives which may affect and/or be of interest to both parties;
- 1.2 Develop a government-to-government relationship that is based on consistent contact, constructive dialogue, and problem solving;
- 1.3 Promote cooperation with regard to projects, studies, development, and resource management/protection efforts that are of mutual interest and benefit;
- 1.4 Seek agreements that promote stability, certainty and long-term cooperation; and
- 1.5 Develop and use appropriate dispute resolution mechanisms.

Section 2. Provisions of Policy Committee

2.1 Formation of Policy Committee

The County and the MIT agree that a policy committee is an appropriate forum to discuss their respective issues and to attempt to seek agreements related to such issues.

2.2 Organization of Policy Committee

The Policy Committee shall consist of the Tribal Council Chair, or designee, and one additional member of the Tribal Council, or designee, the King County Executive, or designee, and the Chair of the King County Council, or designee. The MIT and the County delegations to the Policy Committee shall each have one vote on matters concerning these Guidelines. It is the intent of the parties that the Policy Committee is given wide flexibility in the procedures and the manner in which the matters before the Policy Committee are handled. It is the intent of the MIT and the County to attempt to achieve consensus on issues raised by the committee.

2.3 Meetings of Policy Committee

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The Policy Committee shall meet and confer on a quarterly basis during a calendar year unless otherwise agreed by the Policy Committee and be co-chaired by one of the authorized representatives from both the MIT and the County. The co-chairs, with assistance from their staffs, will be responsible for setting meeting dates, agendas, and the distribution of materials as may be required for meeting purposes. Meetings of the Policy Committee will take place at a mutually agreed upon location. At least two authorized representatives of each party must be present for Policy Committee action to be valid. Written summaries of each meeting shall be taken, and reviewed by the MIT and the County for any corrections. Additional meetings may be called at the discretion of the co-chairs, the mutual agreement of both being required before scheduling of any such additional meetings occurs. The MIT and the County may have staff or other designated persons also attend the meetings to provide assistance to the Policy Committee, but such persons shall not be considered part of the Policy Committee for decision making purposes.

2.4 Scope of Issues for Policy Committee

The scope of the issues that may be brought before the Policy Committee for consideration will be matters of interest to the MIT and/or the County and may include, but are not limited to, matters such as environmental protection, fire and emergency medical services, fisheries/habitat protection, land use planning and regulation, development activities within the Reservation and adjacent unincorporated King County, police and judicial services, utilities matters, and traffic and transportation.

2.5 Selection of Issues/Process for Discussion

Either the MIT or the County may propose an issue for consideration by the Policy Committee. Issues proposed should be provided to the co-chairs for purposes of scheduling, discussion and agenda action. If more than one issue is proposed for consideration, the Policy Committee shall discuss the order and/or priority in which the proposed issues should be considered. Both parties must agree to accept a proposed issue for consideration by the Policy Committee.

2.6 Decision making by Policy Committee

Decisions made by the Policy Committee must be reached on a consensus basis; consistent with the one-vote-per-party requirement set forth in § 2.2 of these Guidelines. To advance this decision making process, Policy Committee meetings

may be facilitated by a qualified, neutral individual who is jointly selected, equally paid by, and agreed to by both parties. If a facilitator is so retained, such action shall be by determination of the Policy Committee.

2.7 Formation of Technical Committees

If an issue is selected for consideration by the Policy Committee and the Policy Committee decides it requires further information, technical study, and/or analysis, the Policy Committee may form a Technical Committee to provide appropriate technical support, policy recommendations, and/or other assistance as may be deemed necessary or appropriate by the Policy Committee.

2.8 Procedures for Technical Committees

2.8.1 The Policy Committee co-chairs may designate Technical Committee members including appropriate staff, consultants, or others, to participate in a Technical Committee for the purpose of providing further information, technical study, and/or analysis pertaining to an issue selected for consideration by the Policy Committee. A Technical Committee shall include at least one Policy Committee member from both the MIT and the County. The MIT and the County shall have equal representation on a Technical Committee. Unless otherwise agreed, Technical Committees shall be chaired or co-chaired by Policy Committee members assigned to participate in the Technical Committees.

2.8.2 Once approved and assigned to a task or study effort, the Technical Committee shall develop a work plan, schedule, and cost sharing formula, which shall be reviewed and approved by the Policy Committee. The work plan shall focus upon gathering information, performing background research, technical studies, and/or otherwise developing the factual basis necessary for continuing discussion on the issue designated. The work plan shall direct the study, data collection, analytical and other relevant tasks appropriate to the issue. The Technical Committee may be required to prepare a report, or other documents, which may contain findings and recommendations, for submission to and consideration by the Policy Committee.

2.9 Review of Proposed Agreements

At the request of the Policy Committee, draft agreements concerning specific issues developed by a Technical Committee may be submitted to the Policy

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Committee for its consideration. The Policy Committee shall have ninety (90) days to review and discuss a proposed agreement from the date the Technical Committee submits a proposed agreement for consideration. If the Policy Committee reaches consensus on a draft agreement, the draft agreement shall be submitted in appropriate form to the MIT Tribal Council and the King County Council for their consideration. If the ninety day review period expires or certain issues within a draft agreement are identified by the Policy Committee as matters preventing the Policy Committee from reaching consensus, the draft agreement and the unresolved issues may be submitted in appropriate form to the MIT Tribal Council and the King County Council for their consideration. Pending formal legislative action and adoption by the MIT Tribal Council and the King County Council, any agreements on specific issues, and/or draft agreements developed by the Policy Committee are advisory only, are non-binding upon the parties, and shall have no legal force and effect.

Section 3. Dispute Resolution

The MIT and the County intend that these Guidelines and any draft agreements reached concerning specific issues should be subject to the establishment of effective dispute resolution methods.

3.1 Guidelines

In the event an issue or dispute arises between the parties concerning these Guidelines, the parties shall make a good faith effort to resolve any conflict, or controversy by employing the Policy Committee for discussion of the matter. In the event the Policy Committee is unable to resolve the dispute within ninety (90) days, either party may request mediation. Mediation shall be commenced by the parties requesting it notifying the other party of its request for mediation. The parties shall mutually agree on the mediator to carry out the mediation. Mediation shall continue for no more than one hundred and twenty (120) days at which point the mediation shall be deemed failed, unless the parties agree to extend the time or the parties have reached an agreement and have had such agreement approved by appropriate formal legislative action and adoption by the MIT Tribal Council and the King County Council. Each party shall bear its own costs of mediation.

3.2 Issue Specific Agreements

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Any draft agreement reached by the parties concerning a specific issue should contain effective dispute resolution measures. At a minimum, all such specific agreements should contain provisions for the mediation of disputes.

Section 4. Miscellaneous Provisions

4.1 Amendments to these Guidelines

The provisions of these Guidelines may be modified or amended upon the mutual written agreement of the parties.

4.2 Notices

Any notices relating to these Guidelines shall be by first class mail, postage prepaid, to the following:

For the County:

Dow Constantine
King County Executive
King County Chinook Bldg.
401 Fifth Avenue, Suite 800
Seattle, W A 98104

Bob Ferguson
Chair, King County Council
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

For the Muckleshoot Indian Tribe:

Virginia Cross
Chair, Muckleshoot Indian Tribe
39015 - 172nd Avenue S.E.
Auburn, W A 98092

4.3 Termination of Guidelines

Either party may decline to participate in the processes and procedures set forth within these Guidelines at any time. As a matter of courtesy, any party declining further participation should attempt to provide the other party with one hundred and eighty (180) days written notice of that decision.

4.4 Initiation Date

These Guidelines will be initiated upon joint signature by authorized representatives of the MIT and the County.

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4.5 No Legally Binding Force or Effect

It is expressly understood and agreed by the MIT and the County that the parties do not intend that these guidelines create any legally binding or enforceable obligation on the part of either party, either with respect to these Guidelines themselves or any issues that may be considered hereunder, and further, that nothing stated herein shall be construed as an admission against interest on the part of either party.

DATED this _____ day of _____, 2010.

King County Executive

Chair, Muckleshoot Indian Tribe

Chair, King County Council

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Overview

Where We Live

Puget Sound lies nestled between two great mountain ranges -- the Olympics and the Cascades. Saltwater from the Pacific Ocean travels inland for hundreds of miles to fill its countless bays and inlets. Its meandering shoreline covers more miles than the entire Pacific Coast from Baja California to the Canadian border.

Surrounded by lush forests and blessed with a moderate climate, the Puget Sound area is one of the most productive ecosystems on earth. Its vast natural resources, particularly its abundant salmon runs, have provided an excellent quality of life to native peoples for many thousands of years.

The eastern shores of Puget Sound and the rivers and streams of the Cascade Range that flow into it are the ancestral homeland of the federally-recognized Muckleshoot Indian Tribe. The Muckleshoot Reservation is located south and east of the City of Seattle on a rising plateau between the White and Green Rivers.

Who We Are

The Muckleshoot Indian Tribe is comprised of the descendants of the area's original Coast Salish peoples. The Tribe has lived in this area for thousands of years, possibly since the last glaciers receded. The Tribe's ancestral homeland, now known as the Muckleshoot Usual & Accustomed Area (or U & A), consists of a vast area stretching along the eastern and southern reaches of Puget Sound and the western slope of the Cascade Range.

People of the Salmon

During the millennia that preceded their displacement by American settlers and industrial interests, Tribes living in the Northwest Coastal Region were among the most prosperous on the continent. At the base of their prosperity was the Salmon, which -- then as now -- the people regarded with great reverence. Season after season, the rivers and streams were literally filled with spawning salmon. The knowledge of how to smoke and preserve them for year-round use did much to free the people from the endless pursuit of food. In fact, surplus quantities of smoked salmon, as well as other commodities, were traded far and wide in an extensive network of commerce spanning the entire Pacific Northwest and extending across the Cascade Mountains and far into the dry country beyond.

First Salmon Ceremony

Each year the first salmon to return from the saltwater sea to the freshwater streams of its origin -- a Spring Chinook -- was ceremonially captured and brought to the village as an honored guest. Its flesh was meticulously removed from its bones and ceremoniously shared by all members of the community. Later, the skeleton of the salmon would be returned to the river with equal ceremony and placed in the water facing the same direction in hopes that it would tell its brother and sister salmon of the fine hospitality it received from the Muckleshoot people. This First Salmon Ceremony remains an integral part of Muckleshoot culture today. The Muckleshoot people their ancestors were also well-known for their hunting prowess, and are intimately familiar with the mountains.

The Newcomers

The coming of European and, later, American commercial and exploratory vessels to the area began in the late 1790's. By the mid-1800's, after a few decades of flourishing trade between the Native Peoples and the newcomers, the United States emerged as the dominant power in the area and began to consolidate and institutionalize its control over the area.

Native peoples were essentially powerless at this time because the newcomers also brought diseases for which they had no resistance. During the course of a generation or so, Native population was decimated by a catastrophic series of fatal epidemics. Entire Families and communities were wiped out by these lethal plagues, and the fabric of tribal society itself was permanently altered. By the 1840's, Native population numbers were only one-tenth what they had been when the newcomers first came. It was during this tragic period of Native depopulation that white settlers began claiming the choicest spots among the lands of the Puget Sound Area for themselves.

At first, the Native Peoples helped them to survive and were valued neighbors. Before long, however, the newcomers wanted them removed so that they could have this soon-to-be prosperous region all to themselves. During the 1850's, unfair treaties were forced upon the Indian people that left them with only a tiny fraction of their former homelands. The young squaws were to very small reservations, freeing up

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the rest of their vast territory for settlers to claim. At this time, many Native people felt that they had been pushed too far and had nothing to lose. They fought back in what is now known as the Puget Sound Indian War. Many ancestors of today's Muckleshoots' played an active role in this last-ditch effort, and were well represented at the Battle of Seattle.

Relocation to the Muckleshoot Indian Reservation

After this brief period of armed resistance, the ancestors of today's Muckleshoot people settled on their current reservation, which was set aside for them pursuant to Treaties of Point Elliott and Medicine Creek. It is located at a place called Muckleshoot Prairie. Northwest Native Peoples are generally named after the locations of their villages. Thus, within a few years, those who relocated there, who had called themselves by names like Stkamish, Yilalkoamish, Skopamish, Smulkamish and Tkwakwamish came to refer to themselves by the name of their new home: "Muckleshoot."

As time passed, a number of people from other local tribes, such as the Duwamish and Snoqualmie, were absorbed into the Muckleshoot Tribe, as well as other neighboring federally recognized Tribes such as the Tulalip and Suquamish. The six square-mile Muckleshoot Reservation, which is laid out diagonally, has 20 miles of boundaries. Soon after its establishment, it was surrounded by the farms of settlers, which remains the case today, except that urbanization has increasingly encroached on the westerly portion of the reservation.

The Fish Wars

Perhaps the most important element of the Muckleshoot Tribe's battle for recognition of its inherent rights as the original people of this ecosystem was the battle over treaty fishing rights. The right of tribal members to take Salmon at all of their "usual and accustomed" fishing sites was explicitly guaranteed in the treaties, and efforts to reassert those rights led to the so-called "Fish Wars" of the 1960's and 70's. The subsequent Boldt Decision, which reaffirmed the Tribe's treaty fishing rights, had a vast impact on the Muckleshoot Tribe, resulting in improved economic conditions and an opportunity to serve as co-manager of regional salmon resources. Many of today's Tribal leaders were active participants in the Fish Wars.

Unfortunately, the period of prosperity resulting from the restoration of the fishing rights so long denied was somewhat short-lived due to the precipitous decline in salmon populations in recent years. The Tribe's Natural Resources Department has worked hard on many fronts to stem the environmental degradation that has led to this state of affairs; however, the causes are many, our resources are limited, and the area that comprises the tribal homeland is becoming urbanized so rapidly that the struggle to preserve the salmon runs is a difficult one indeed. The age-old relationship between the Muckleshoot people and the salmon is one that will endure, though, and the Tribe is committed to preserving the runs.

Today's Muckleshoot Tribe ...

Through the Indian Reorganization Act, the Tribe adopted its constitution in 1936. It provides for a nine-member council serving rotating three-year terms. With the advice and input of the General Council, which is comprised of all community members, the Muckleshoot Tribal Council provides a full range of governance services to the reservation.

Today's Muckleshoot Indian Tribe (MIT) is one of Washington State's larger Tribes, with an on- or near-Reservation population of about 3,300. Over the years, in common with other Northwestern Tribes, the Muckleshoots' have been active in asserting their rights and defending their traditional freedoms. Self-governance has been the cornerstone of these efforts and, as a federally recognized tribal government, the Muckleshoot Tribal Council has actively sought out opportunities to improve the social and economic well-being of the Tribe.

New sources of economic and educational opportunity are now being developed. The advent of tribal gaming has been a large factor in opening up new possibilities for Indian people everywhere, and the Muckleshoot Tribe has been very entrepreneurial in capitalizing on its urbanized location, establishing successful casino and bingo enterprises. These, in turn, have provided the seed money that, for the first time, puts the Tribe on an equal financial footing with other governments and makes it possible for the Muckleshoot Tribe to realistically plan for the future of its people.

*This file made possible by: Rivers In Time Project:
King County Landmarks & Heritage Commission*

Muckleshoot Indian Tribe

The Muckleshoot Indian tribe is an amalgam of several Native American tribes that have inhabited the region surrounding the White and Green rivers for centuries. Located on a six square mile reservation between Auburn and Enumclaw, the tribe numbers in the thousands, and employs most of its members through fisheries, gaming, small business, and tribal government.

For centuries, the White River Valley and surrounding hillsides were inhabited by Native American tribes who made good use of the abundant fish and wildlife. The Skopamish tribe inhabited the central Green River valley, and the Smulkamish tribe lived near present-day Enumclaw. Other tribes included the Stkamish, Yilalkoamish, Tkwakwamish, and the Buklshuhl.

Villages included the Yelaco, consisting of 17 houses near present-day Green River Community College; the Quiats, on the Green River; and the Cublokum, one large house near Enumclaw. Salmon fishing was a staple in their economy, along with hunting and gathering. The tribes also trapped goats for their wool in the Cascade Mountains.

When Washington Territorial Governor Isaac Stevens (1818-1862) signed the Medicine Creek Treaty of 1854, no mention was made of the Muckleshoot tribe, as they were not named as such. Tribes from the Green and White rivers were to be moved to the Nisqually Reservation, unless a more suitable place could be found.

On December 5, 1856, Governor Stevens recommended the establishment of the Muckleshoot Reservation between the Green and White rivers, up the hill from their confluence. The river tribes settled on the new reservation, a former military tract. In 1874, an executive order defined the boundaries of the oddly-configured, 3,533 acre area.

Over time, the reservation was enlarged and the Muckleshoot tribe incorporated other local tribes, as long as the members had one-eighth degree Muckleshoot blood. By the 1930s, the tribe numbered 194, but by the end of the century they numbered in the thousands

The Muckleshoots ratified their constitution on May 13, 1936, and their charter on October 21. The Governing body is the nine-member Muckleshoot Indian Tribal Council, to which three new members are elected annually. The tribe is under the jurisdiction of the Western Washington Indian Agency, which provides assistance with economic development.

As a sovereign nation, the tribe conducts government-to-government relationships with other tribes, the United States, and state and local governments. Beginning in 1995, the tribe vigorously pursued economic development projects that led to the creation of the Muckleshoot Mall, the Muckleshoot Casino, and the White River Amphitheater. Proceeds from these ventures support tribal programs.

In 1999, the tribe oversaw 1,400 jobs on a \$31 million payroll, making it the second largest employer in southeast King County. That year, the tribe also contributed \$1.5 million to local charities and non-profit organizations.

Sources:

Robert H. Ruby and John A. Brown, *A Guide to the Indian Tribes of the Pacific Northwest* (U.S.A: University of Oklahoma Press, 1992); Muckleshoot Indian Tribe informational packet, Muckleshoot Tribe, 1999. By Alan J. Stein, November 20, 2001



Women on the Muckleshoot Reservation cooking salmon, ca. 1950

Courtesy MOHAI

[blank page]

[REDLINE OF NEW VS. OLD MOU]

Memorandum of Understanding

**The Muckleshoot Indian Tribe
And
King County**

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The County and the MIT acknowledge that success in achieving their respective responsibilities, goals, and interests may be significantly affected by the actions of the other, and that it is in the interest of both parties to establish procedural guidelines that facilitate greater communication and cooperation between the parties, and provide methods for reaching resolution on various issues; and

The County and the MIT desire to establish a good faith government-to-government relationship that will facilitate communication and cooperation on a wide variety of issues.

June 28, 2010

[REDLINE OF NEW VS. OLD MOU]

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

Section 1. Goals and Objectives

The County and the Tribe desire to create a set of procedural guidelines including, as indicated, regularly scheduled meetings of representatives of both parties that shall be used to:

- 1.1 Discuss issues, concerns, policies, priorities, actions and initiatives which may affect and/or be of interest to both parties;
- 1.2 Develop a government-to-government relationship that is based on consistent contact, constructive dialogue, and problem solving;
- 1.3 Promote cooperation with regard to projects, studies, development, and resource management/protection efforts that are of mutual interest and benefit;
- 1.4 Seek agreements that promote stability, certainty and long-term cooperation; and
- 1.5 Develop and use appropriate dispute resolution mechanisms.

Section 2. Provisions of Policy Committee

2.1 Formation of Policy Committee

The County and the MIT agree that a policy committee is an appropriate forum to discuss their respective issues and to attempt to seek agreements related to such issues.

2.2 Organization of Policy Committee

The Policy Committee shall consist of the Tribal Council Chair, or designee, and one additional member of the Tribal Council, or designee, and ~~the~~ King County Executive, or designee, ~~and T~~the Chair of the King County Council, or ~~another member of the King County Council selected by the Chair, will also be invited, but is not obligated, to participate on the Policy Committee~~ designee. The MIT and the County delegations to the Policy Committee shall each have one vote on matters concerning these Guidelines. It is the intent of the parties that the Policy Committee is given wide flexibility in the procedures and the manner in which the matters before the Policy Committee are handled. It is the intent of the MIT and the County to attempt to achieve consensus on issues raised by the committee.

2.3 Meetings of Policy Committee

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The Policy Committee shall meet and confer on a quarterly basis during a calendar year unless otherwise agreed by the Policy Committee and be co-chaired by one of the authorized representatives from both the MIT and the County. The co-chairs, with assistance from their staffs, will be responsible for setting meeting dates, agendas, and the distribution of materials as may be required for meeting purposes. Meetings of the Policy Committee will take place at a mutually agreed upon location. At least two authorized representatives of each party must be present for Policy Committee action to be valid. Written summaries of each meeting shall be taken, and reviewed by the MIT and the County for any corrections. Additional meetings may be called at the discretion of the co-chairs, the mutual agreement of both being required before scheduling of any such additional meetings occurs. The MIT and the County may have staff or other designated persons also attend the meetings to provide assistance to the Policy Committee, but such persons shall not be considered part of the Policy Committee for decision making purposes.

2.4 Scope of Issues for Policy Committee

The scope of the issues that may be brought before the Policy Committee for consideration will be matters of interest to the MIT and/or the County and may include, but are not limited to, matters such as environmental protection, fire and emergency medical services, fisheries/habitat protection, land use planning and regulation, development activities within the Reservation and adjacent unincorporated King County, police and judicial services, utilities matters, and traffic and transportation.

2.5 Selection of Issues/Process for Discussion

Either the MIT or the County may propose an issue for consideration by the Policy Committee. Issues proposed should be provided to the co-chairs for purposes of scheduling, discussion and agenda action. If more than one issue is proposed for consideration, the Policy Committee shall discuss the order and/or priority in which the proposed issues should be considered. Both parties must agree to accept a proposed issue for consideration by the Policy Committee.

2.6 Decision making by Policy Committee

Decisions made by the Policy Committee must be reached on a consensus basis; consistent with the one-vote-per-party requirement set forth in § 2.2 of these Guidelines. To advance this decision making process, Policy Committee meetings

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may be facilitated by a qualified, neutral individual who is jointly selected, equally paid by, and agreed to by both parties. If a facilitator is so retained, such action shall be by determination of the Policy Committee.

2.7 Formation of Technical Committees

If an issue is selected for consideration by the Policy Committee and the Policy Committee decides it requires further information, technical study, and/or analysis, the Policy Committee may form a Technical Committee to provide appropriate technical support, policy recommendations, and/or other assistance as may be deemed necessary or appropriate by the Policy Committee.

2.8 Procedures for Technical Committees

2.8.1 The Policy Committee co-chairs may designate Technical Committee members including appropriate staff, consultants, or others, to participate in a Technical Committee for the purpose of providing further information, technical study, and/or analysis pertaining to an issue selected for consideration by the Policy Committee. A Technical Committee shall include at least one Policy Committee member from both the MIT and the County. The MIT and the County shall have equal representation on a Technical Committee. Unless otherwise agreed, Technical Committees shall be chaired or co-chaired by Policy Committee members assigned to participate in the Technical Committees.

2.8.2 Once approved and assigned to a task or study effort, the Technical Committee shall develop a work plan, schedule, and cost sharing formula, which shall be reviewed and approved by the Policy Committee. The work plan shall focus upon gathering information, performing background research, technical studies, and/or otherwise developing the factual basis necessary for continuing discussion on the issue designated. The work plan shall direct the study, data collection, analytical and other relevant tasks appropriate to the issue. The Technical Committee may be required to prepare a report, or other documents, which may contain findings and recommendations, for submission to and consideration by the Policy Committee.

2.9 Review of Proposed Agreements

At the request of the Policy Committee, draft agreements concerning specific issues developed by a Technical Committee may be submitted to the Policy

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Committee for its consideration. The Policy Committee shall have ninety (90) days to review and discuss a proposed agreement from the date the Technical Committee submits a proposed agreement for consideration. If the Policy Committee reaches consensus on a draft agreement, the draft agreement shall be submitted in appropriate form to the MIT Tribal Council and the King County Council for their consideration. If the ninety day review period expires or certain issues within a draft agreement are identified by the Policy Committee as matters preventing the Policy Committee from reaching consensus, the draft agreement and the unresolved issues may be submitted in appropriate form to the MIT Tribal Council and the King County Council for their consideration. Pending formal legislative action and adoption by the MIT Tribal Council and the King County Council, any agreements on specific issues, and/or draft agreements developed by the Policy Committee are advisory only, are non-binding upon the parties, and shall have no legal force and effect.

Section 3. Dispute Resolution

The MIT and the County intend that these Guidelines and any draft agreements reached concerning specific issues should be subject to the establishment of effective dispute resolution methods.

3.1 Guidelines

In the event an issue or dispute arises between the parties concerning these Guidelines, the parties shall make a good faith effort to resolve any conflict, or controversy by employing the Policy Committee for discussion of the matter. In the event the Policy Committee is unable to resolve the dispute within ninety (90) days, either part may request mediation. Mediation shall be commenced by the ~~party~~parties requesting it notifying the other party of its request for mediation. The parties shall mutually agree on the mediator to carry out the mediation. Mediation shall continue for no more than one hundred and twenty (120) days at which point the mediation shall be deemed failed, unless the parties agree to extend the time or the parties have reached an agreement and have had such agreement approved by appropriate formal legislative action and adoption by the MIT Tribal Council and the King County Council. Each party shall bear its own costs of mediation.

3.2 Issue Specific Agreements

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Any draft agreement reached by the parties concerning a specific issue should contain effective dispute resolution measures. At a minimum, all such specific agreements should contain provisions for the mediation of disputes.

Section 4. Miscellaneous Provisions

4.1 Amendments to these Guidelines

The provisions of these Guidelines may be modified or amended upon the mutual written agreement of the parties.

4.2 Notices

Any notices relating to these Guidelines shall be by first class mail, postage prepaid, to the following:

For the County:

~~Ron Sims~~
~~King County Executive~~
~~King County Courthouse~~
~~516 Third Avenue, Room 400~~
~~Seattle, WA 98104-3271~~

Dow Constantine	Bob Ferguson
King County Executive	Chair, King County Council
King County Chinook Bldg.	King County Courthouse
401 Fifth Avenue, Suite 800	516 Third Avenue, Room 1200
Seattle, W A 98104	Seattle, WA 98104

For the Muckleshoot Indian Tribe:

~~John Daniels, Jr.~~
~~Virginia Cross~~
~~Chairman, Muckleshoot Indian Tribe~~
~~39015 – 172nd Avenue S.E.~~
~~Auburn, WA 98092~~

4.3 Termination of Guidelines

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Either party may decline to participate in the processes and procedures set forth within these Guidelines at any time. As a matter of courtesy, any party declining further participation should attempt to provide the other party with one hundred and eighty (180) days written notice of that decision.

4.4 Initiation Date

These Guidelines will be initiated upon joint signature by authorized representatives of the MIT and the County.

4.5 No Legally Binding Force or Effect

It is expressly understood and agreed by the MIT and the County that the parties do not intend that these guidelines create any legally binding or enforceable obligation on the part of either party, either with respect to these Guidelines themselves or any issues that may be considered hereunder, and further, that nothing stated herein shall be construed as an admission against interest on the part of either part.

DATED this _____ day of _____, ~~2001~~ 2010.

King County Executive

Chairman, Muckleshoot Indian Tribe

Chair, King County Council

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