



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 6, 2010**

**Motion 13266**

**Proposed No. 2010-0300.1**

**Sponsors Ferguson, Hague and Phillips**

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.

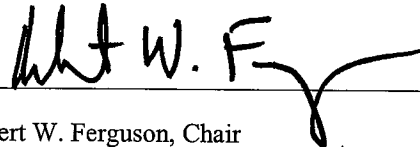
28           The council chair and the county executive are requested to sign the guidelines together

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

Motion 13266 was introduced on 5/17/2010 and passed by the Metropolitan King County Council on 7/6/2010, by the following vote:

Yes: 9 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett,  
Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn  
No: 0  
Excused: 0


KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



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Robert W. Ferguson, Chair

ATTEST:



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Anne Noris, Clerk of the Council

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

**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

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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.

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**

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.

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## **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 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 party requesting it notifying the other party of its request for mediation. The parties shall mutually agree on the mediator to car 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

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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**

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

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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 party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Chair, Muckleshoot Indian Tribe

\_\_\_\_\_  
Chair, King County Council

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