Snohomish County Planning and Development Services

Dave Somers
County Executive

Barb Mock, Interim Director
3000 Rockefeller Avenue M/S #604
Everett, WA 98201-4046
(425) 388-3311 FAX (425) 388-3832+

MEMORANDUM

To: Snohomish County Planning Commission
Joshua Dugan, Planning Commission Secretary

From: Alison Hodgkin, Senior Planner

Date: April 13, 2016

RE: 2016 County-Initiated Comprehensive Plan Amendment (GPP 9)

Introduction

PDS is providing this staff report to the Planning Commission in advance of an April 26, 2016, briefing on a project identified as “GPP9 Tulalip Tribes” (GPP9). This item is included in the list of county-initiated comprehensive plan amendments approved by the Snohomish County Council on July 15, 2015, in Amended Motion No. 15-226 (Attachment 1) for further processing as part of the larger 2016 County-Initiated Comprehensive Plan Amendment Project.

The purpose of this staff report is to inform commissioners that the briefing for the GPP9 proposal will be delivered in the following two parts: (1) April 26, 2016: Background Information on Amendments and (2) May 24, 2016: Proposed Map and Text Amendments.

Part 1 Briefing

On April 26, 2016, PDS will provide commissioners with background information about the original territory of Coast Salish Indian Tribes, the 1855 Treaty of Point Elliott and the federal policies that led to the current checkerboard pattern of land ownership on the Tulalip Indian Reservation.

In response to questions raised at the March 22, 2016, briefing, PDS plans on providing a high-level overview of the fee-to-trust conversion process administered by the United States Bureau of Indian Affairs (BIA).

The main focus of the briefing on April 26, 2016, will be to convey the cooperative approach both Snohomish County and the Tulalip Tribes (Tribes) have taken in recent years in response to issues of land use jurisdiction on the Tulalip Indian Reservation. This portion of the briefing will emphasize the need for greater intergovernmental coordination and provide details about a Memorandum of Understanding (MOU) adopted between both agencies in 2013 establishing a coordinated long-range planning process (Attachment 2).
The goal of the coordinated long-range planning process is to reduce conflicts and achieve better consistency between the Tribes Comprehensive Plan and the Snohomish County Growth Management Act Comprehensive Plan (GMACP).

**Part 2 Briefing**

The MOU anticipates that the Snohomish County Council (County Council) will consider recommended amendments to the County’s GMACP that bring the two plans into closer alignment as part of the larger 2016 County-Initiated Comprehensive Plan Amendment Project.

On May 24, 2016, PDS intends to walk commissioners through the proposed map and text amendments to the County’s GMACP. All proposed changes must comply with existing federal, state and local law, including regional planning guidance. In advance of this briefing, commissioners can expect to receive an additional staff report with draft versions of proposed map and policy amendments that would bring the County’s GMACP into greater alignment with the Tribes Comprehensive Plan.

**Next Steps**

Commissioners are encouraged to ask staff questions about this project in advance of the informational briefings. Questions can be routed through the Planning Commission Clerk; all questions and responses will be included in the public record.

A public hearing on this project is tentatively scheduled for June 28, 2016. PDS will provide commissioners with a supplemental staff report including proposed amendments and draft findings and conclusions in advance of the public hearing.

**Attachments:**

Attachment 1 – County Council Motion No. 15-226  
Attachment 2 – 2013 Memorandum of Understanding  

cc: Kendee Yamaguchi, Executive Director, Executive Office  
Barb Mock, Interim Director, PDS  
Joshua Dugan, Manager, PDS  
Jacqueline Reid, AICP, Supervisor, PDS  
Geoffrey Thomas, Council Senior Legislative Analyst
SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington  

AMENDED MOTION NO. 15-226  

APPROVING A LIST OF COUNTY-INITIATED AMENDMENTS TO THE GMA COMPREHENSIVE PLAN (GMACP) FOR FINAL CONSIDERATION IN 2016  

WHEREAS, the Snohomish County Council adopted chapter 30.73 SCC, "Type 3 Decisions – Legislative," to comply with the requirements of RCW 36.70A.106 and .130 in order to propose amendments and revisions to the GMACP or development regulations; and  

WHEREAS, the Snohomish County Council has determined that the consideration of such proposed amendments to the GMACP or development regulations would promote a county purpose as established under RCW 36.70A.130 and 36.70A.470 and chapter 30.73 SCC; and  

WHEREAS, the Department of Planning and Development Services (PDS) identified and evaluated a range of possible amendments and, with participation from other county departments, has compiled a list of county-initiated placeholders that may result in amendments to the GMACP;  

NOW, THEREFORE, ON MOTION, the county council hereby approves the attached list of proposals and authorizes the county executive, through PDS, to process the proposed amendments consistent with chapter 30.73 SCC, including environmental review under the State Environmental Policy Act (SEPA), for planning commission review and recommendation and subsequent transmittal to the county council for final consideration in 2016.  

PASSED this 15th day of July, 2015.  

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington  

Council Chair  

ATTEST:  
Asst. Clerk of the Council  

MOTION NO. 15-226  
APPROVING A LIST OF COUNTY-INITIATED AMENDMENTS TO THE GMA COMPREHENSIVE PLAN (GMACP) FOR FINAL CONSIDERATION IN 2016
<table>
<thead>
<tr>
<th>ID #</th>
<th>Proposed Amendments</th>
<th>Further Process</th>
<th>Do Not Process Further</th>
</tr>
</thead>
<tbody>
<tr>
<td>GPP4 Technical Corrections</td>
<td>Annual placeholder for potential technical corrections and updates to the maps and text of the General Policy Plan (GPP) including recent city annexations and changes in tribal trust land status.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>GPP5 Parks</td>
<td>Placeholder for potential policy and text amendments to the Land Use chapter of the GPP as a result of the establishment of a county parks and open space zone that would be applied to county-owned parks and open space properties.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>GPP6 Housing</td>
<td>Placeholder for potential policy and text amendments to the Housing and Land Use chapters of the GPP as a result of completion of a housing policy review by PDS and Human Services.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>GPP7 Wildlife Corridors</td>
<td>Placeholder for potential amendments to Map 4 of the GPP, Open Space Corridors and Greenbelt Areas, to include wildlife habitat corridors and networks.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>GPP8 Public Lands</td>
<td>Placeholder for potential amendments to Map 5 of the GPP, Lands Useful for Public Purpose, to reflect the inventory of public lands since 2005 and to be consistent with lands designated Public/Institutional Use on the Future Land Use (FLU) Map that were adopted as part of the 2015 GMACP Update.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>GPP9 Tulalip Tribes</td>
<td>Placeholder for potential policy and text amendments to GPP chapters including Land Use, Housing, Natural Environment, Utilities and Interjurisdictional Coordination and potential amendments to the FLU Map with implementing zoning as outcomes of coordinated long range planning established by the 2013 Memorandum of Understanding between the Tulalip Tribes and Snohomish County.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>GPP10 Growth Target Reconciliation</td>
<td>Placeholder for potential amendments to the Land Use chapter and Appendix D, Growth Targets, of the GPP as a result of the population and employment target reconciliation process through Snohomish County Tomorrow.</td>
<td>✓</td>
<td></td>
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</tbody>
</table>

MOTION NO. 15-226
APPROVING A LIST OF COUNTY-INITIATED AMENDMENTS TO THE GMA COMPREHENSIVE PLAN (GMACP) FOR FINAL CONSIDERATION IN 2016
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</tr>
</thead>
<tbody>
<tr>
<td>GPP11</td>
<td>Placeholder for potential policy amendments to the GPP to promote innovative water supply and conservation methods including rainwater capture.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Innovative Water Supply</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPP12</td>
<td>Placeholder to consider eliminating Map 6 of the GPP and amending policies so that Urban Low Density Residential has consistent implementing zoning throughout the county. Map 6 currently applies more restrictive land use designations to small areas near Lake Stevens and Mill Creek based on old subarea plans, but the areas are largely built out now and PRDs already allow higher density development than the base zoning.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Map 6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPP14</td>
<td>Placeholder to develop alternative amendments to either eliminate the RUTA or amend the RUTA policies to resolve identified issues, previously considered under Motion 10-186 and then suspended by Motion 11-036 due to resource constraints and competing priorities.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>RUTA</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
Identification of item

Council file date: 6-12-13  File no: 21-1

Copy received:

6-20-19  Council

D File

Note: Tulalip Tribe received a copy on May 30, 2013 @ Special Ceremony where Aaron Reardon signed.
SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington  

MOTION NO. 13-226  

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TULALIP TRIBES AND SNOHOMISH COUNTY ESTABLISHING PROCESS FOR COORDINATED LONG-RANGE PLANNING & INFORMATION SHARING  

WHEREAS, on May 17, 2004, the Tulalip Tribes and Snohomish County signed a memorandum of understanding to jointly establish a governmental alliance at a later date to address issues including land use planning on the Tulalip Reservation and surrounding unincorporated property; and  

WHEREAS, On October 11, 2010, the Snohomish County Council approved Resolution No. 10-010, a joint resolution between Snohomish County and the Tulalip Tribes to work toward a memorandum of understanding relating to joint land use planning on the Tulalip Reservation and surrounding unincorporated property; and  

WHEREAS, staff from Snohomish County and the Tulalip Tribes have negotiated the terms of the attached memorandum of understanding; and  

WHEREAS, the County Council desires to approve the memorandum of understanding as a step toward improved intergovernmental coordination;  

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves the attached Memorandum of Understanding between the Tulalip Tribes and Snohomish County Establishing Process for Coordinated Long-Range Planning & Information Sharing, and the County Executive is hereby authorized to sign such agreement.  

PASSED this 12th day of June, 2013.  

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington  

[Signature]

Council Chair  

ATTEST:  

[Signature]  

Asst. Clerk of Council  

D-11
MEMORANDUM OF UNDERSTANDING BETWEEN THE TULALIP TRIBES AND SNOHOMISH COUNTY ESTABLISHING PROCESS FOR COORDINATED LONG-RANGE PLANNING & INFORMATION SHARING

This Memorandum of Understanding ("MOU") is made by and between the Tulalip Tribes, a federally recognized Indian tribe, and Snohomish County, a political subdivision of the State of Washington. The Tulalip Tribes and Snohomish County (collectively referred to as "Parties" or "governments") hereby acknowledge and agree as follows:

RECITALS

1. The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, Skykomish and other tribes and bands, who were signatory to the 1855 Treaty of Point Elliott. In the Treaty, the Tulalip Tribes reserved the Tulalip Indian Reservation ("Tulalip Reservation") as a permanent homeland in exchange for ceding millions of acres of land to the United States.

2. The State of Washington was established and admitted into the United States in 1889. Snohomish County is a political subdivision of the State of Washington.

3. The long history of conflicting federal policies regarding reserved Indian lands has resulted in a checkerboarding of land ownership within the Tulalip Reservation, which includes Tribal (trust and restricted fee), tribal member (trust and fee), and non-Tribal (fee) owned lands. However, the original boundaries of the Tulalip Reservation established under the Executive Order of 1873, have never been changed or diminished.

4. The Tulalip Tribes exercise governmental authority over its Reservation lands, people and reserved treaty resources in accordance with the Tulalip Constitution and the Tulalip Tribal codes.
5. The Tulalip Tribes have reserved water rights secured by the Treaty of Point Elliott of 1855. The Tulalip Tribes are water and sewer system suppliers for both tribal members and non-tribal members on the Tulalip Reservation. Both the Tulalip Tribes and Snohomish County maintain road infrastructure on the Tulalip Reservation. The Tulalip Tribes also have “treatment as a state” (TAS) status under the Clean Water Act and have promulgated water quality standards applicable to all waters of the Tulalip Reservation.

6. Snohomish County exercises governmental authority over lands and people within Snohomish County in conformity with the Snohomish County codes, the Washington State Constitution and relevant state statutes.

7. The Tulalip Tribes and Snohomish County do not agree on governmental jurisdiction over land use within the exterior boundaries on the Tulalip Reservation. The Tulalip Tribes asserts land use regulatory jurisdiction over all lands within the exterior boundaries of the Tulalip Reservation, regardless of ownership type. Snohomish County asserts land use regulatory jurisdiction for deeded lands held in fee simple title owned by non-Tulalip tribal members lying within the exterior boundaries of the Tulalip Indian Reservation. The Tulalip Tribes and Snohomish County have separate comprehensive land use planning codes, plans and programs. These separate land use planning schemes and jurisdictional conflicts have undermined comprehensive land use planning on the Tulalip Reservation to the detriment of all.

8. Without either party conceding its position with regard to land use planning jurisdiction, the Tulalip Tribes and Snohomish County have determined it is in each Party’s interest to enter into this MOU to create a cooperative comprehensive planning framework to reduce conflicts and facilitate more effective and consistent land use planning within the Tulalip Reservation for the benefit of all Tulalip Reservation residents.

9. A coordinated planning approach would be consistent with provisions of the Centennial Accord recognizing a government-to-government relationship between the state and Indian tribes, and State laws and regulations encouraging counties to coordinate with other jurisdictions, including Indian Tribes, in adopting planning policies.

10. The Tulalip Tribes and Snohomish County have previously entered into certain cooperative relationships to provide other types of governmental services, such as public safety, for the benefit of all citizens residing on the Tulalip Reservation and in Snohomish County. The Parties wish to build upon these existing cooperative relationships through development of a coordinated land use planning framework.

11. Both the Tulalip Tribes and Snohomish County are committed to the principles of due process and fundamental fairness in the application of land use regulatory laws for all residents.
12. In order to ensure overlapping comprehensive planning efforts reflect the unique purposes and status of the Tulalip Reservation, the Parties agree to establish a coordinated long-range planning program with the goal of reducing conflicts and achieving better consistency between the Tulalip Tribes Comprehensive Plan for the Tulalip Reservation and the Snohomish County Comprehensive Plan; and for the Tulalip Tribes and Snohomish County to share relevant land use data and information to facilitate better land use coordination in land use planning and permitting.

13. The Tulalip Tribes and Snohomish County respect the sovereignty and political integrity of each other and the values and culture represented by the Tulalip Tribes, and each desires to have an agreement reflecting a full government-to-government relationship.

14. Both parties recognize interests in promoting the Tulalip Reservation public good, and developing a mutual understanding of the differences in the Tulalip Tribes and Snohomish County’s land use planning and development objectives.

15. This MOU is entered into as a step toward implementation of the Tulalip Tribes-Snohomish County Joint Resolution No. 10-010. This MOU is intended to cover coordinated long range planning and sharing of land use related information between the Parties. It is anticipated that this is the first in a series of agreements to implement Joint Resolution No. 10-010.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, the Tulalip Tribes and Snohomish County agree as follows:

SECTION 1: AREA OF INTEREST

The lands covered by this MOU are shown as the Tulalip Reservation on the attached map (Attachment A). The sharing of information and resources, provided for in Section 3 of this MOU, may extend beyond the exterior boundaries of the Tulalip Reservation to unincorporated Snohomish County where the Tulalip Tribes has reserved off-Reservation treaty rights.

SECTION 2: SCOPE OF COORDINATED LONG-RANGE PLANNING

2.1 The Tulalip Tribes and Snohomish County agree to engage in a coordinated long-range planning process that seeks to reduce conflicts and achieve consistency between the Tulalip Tribes Comprehensive Plan, and that part of Snohomish County’s Comprehensive Plan that refers to non-Tulalip tribal member fee lands within the Tulalip Reservation. The coordinated land use planning process shall be
informed and guided by the following goals and principles: (1) recognition of the unique status and purposes of the Tulalip Indian Reservation as the permanent homeland for the Tulalip Tribes reserved under treaty with the United States; (2) reduction of conflicts between the governments in land use policies, zoning and processes; (3) increased protection of public health, safety and general welfare; (4) improved protection of natural and cultural resources; (5) strengthened political integrity and economic security of each government; (6) improved coordination of infrastructure improvements to support future development; (7) improvements to the provision of public facilities and services; (8) public engagement of all Reservation residents; (9) public visibility of coordinated long-range planning efforts by decision-makers and members of the public; and (10) compliance with applicable tribal, local, state and federal laws.

2.2 Within 45 days of executing this MOU, the Parties shall establish a Tribal-County Coordinated Planning Workgroup (hereinafter “Workgroup”) made up of four members appointed by the Tulalip Tribes and four members appointed by Snohomish County. The members shall have knowledge, experience and responsibilities for comprehensive planning in their respective governments. The Workgroup shall have regular meetings no less than once each quarter.

2.3 The Workgroup shall develop and implement a work plan and recommendations with the chief objective of aligning the Snohomish County Comprehensive Plan as it relates to non-Indian fee lands on the Tulalip Reservation, with the Tulalip Tribes Comprehensive Plan for the Tulalip Reservation, to the extent possible within the requirements of federal, state, and local law, and regional planning guidance, e.g. Vision 2040. The Workgroup shall establish a schedule which will coincide with requirements for updating or revising each government’s comprehensive plan. The Workgroup’s work plan and recommendations shall be guided by the goals and principles stated in Section 2.1 above. Each government shall be responsible for its own expenses incurred in fulfillment of this MOU. The Workgroup may utilize consultants to help facilitate development and implementation of its work plan, upon proper authorization and shared funding by each Party. Specific responsibilities for each government associated with any consultant assistance, including the amount and/or required share of funding, shall be detailed in a separate contract.

2.4 The Workgroup’s work plan will include the following elements: (1) a comparison review of the existing comprehensive plans of both governments and identification of material inconsistencies or other issues which could create potential conflicts in land
use permitting and decision-making on the Tulalip Reservation; (2) identification of key planning processes and deadlines relevant to each government's comprehensive plan revisions and updates in order to identify the mechanisms and dates when recommendations to achieve better consistency can be considered and implemented; (3) recommendations for procedural and policy changes, such as changes to the County-wide Planning Policies (CPP's), which may be necessary or helpful in order to further the goals and principles in Section 2.1 and facilitate incorporation of the Workgroup's approved recommendations; (4) identification of potential revisions to comprehensive plans to further the goals in Section 2.1; (5) a public outreach plan; (6) a final set of detailed recommendations for revisions to Snohomish County and Tulalip Tribes comprehensive plans to reduce conflicts and better align the two Plans as they relate to the Tulalip Reservation; (7) follow-up work as needed to help ensure incorporation and implementation of recommendations that are approved by each government; (8) cooperative administrative strategies for plan implementation; and (9) the Workgroup may continue work with similar objectives on subsequent comprehensive plan revisions and land use code or policy amendments by either government.

2.5 The main responsibility of the Workgroup shall be to develop detailed, written recommendations for comprehensive plan revisions to further the goals and principles in Section 2.1. The Workgroup's written recommendations shall be submitted to each government for approval in accordance with each government's review and approval process. The recommendations shall be submitted in a timely manner for approval and incorporation into each government's comprehensive plan revision process as detailed in Section 2.7. The Workgroup shall work to adjust any of its recommendations in response to objections by the Parties in order to obtain necessary approvals.

2.6 By entering into this MOU, the Parties commit to work in good faith to achieve timely consensus on comprehensive plan revision recommendations in accordance with the goals and principles in Section 2.1, and to take all necessary steps to forward those recommendations to the County Executive and County Council for consideration.

2.7 It is anticipated that the first set of Workgroup recommendations will be developed by May 31, 2015, to allow for proper consideration, approval and inclusion in the Snohomish County-Initiated Comprehensive Plan Amendment Cycle, which is scheduled for final adoption in 2016. Approved Workgroup recommended revisions
to the Tulalip Tribes Comprehensive Plan will proceed through the Tulalip Tribes Comprehensive Plan revision process.

SECTION 3: SCOPE OF INFORMATION AND RESOURCE SHARING PROGRAM

3.1 The Tulalip Tribes and Snohomish County shall each designate not less than one position to act as the point-of-contact for all requests of: (a) geographic information systems (GIS) data; (b) land use permit records; and (c) code enforcement records. Each Party shall keep the other promptly apprised of any change in primary point(s)-of-contact. Points-of-contact information for each Party is listed in Attachment B.

3.2 The Tulalip Tribes maintain the sovereign right to disclose only that data which is deemed releasable by the tribal government. The Tulalip Tribes understand that Snohomish County is a local government subject to state law and bound by provisions of the State Public Records Act and thus required to make all public records, data and correspondence available for inspection and copying by the public in accordance with the Act. Therefore, all records, data and correspondence supplied to Snohomish County by the Tulalip Tribes will be subject to Chapter 42.56 RCW - Public Records Act. Both Parties agree that the Tulalip Tribes will not supply the County with confidential, proprietary or highly sensitive information.

3.3 Each government shall determine which of its own GIS data is available to share with the other government. Each government shall maintain a file transfer system for the exchange of releasable GIS data and make accessible to appropriate staff of the other respective Party. Each government is responsible for the maintenance of the GIS data it generates and should update geographically referenced data in the normal course of its business. Costs for GIS projects with mutual benefits to each government may be shared whenever practicable. Each government is encouraged to collaborate on local and/or regional GIS projects. If deemed necessary by the Parties, licensing agreements or other agreements may be entered into by the governments to limit the use of GIS data.

3.4 On a weekly and quarterly basis, Snohomish County shall email permit summaries to the Tulalip Tribes point-of-contact for land use permitting records, listing all new permit applications, and pending and recently issued permits, for properties within the exterior boundaries of the Tulalip Reservation and any other properties requested. Each government understands that permit summaries provided under this MOU are not otherwise legally required or intended to substitute for official notification.
procedures. Snohomish County reserves the right to request permitting data from the Tulalip Tribes on a case-by-case basis. Each government shall have access to all requested permit materials – except for those materials deemed confidential, proprietary or highly sensitive by the Tulalip Tribes – when any such request is made by the respective point-of-contact. The exchange of information shall be specific to this MOU and shall not be subject to the protocols for general public requests for public records. Any expenses for copying requested materials shall be incurred by the requesting Party.

3.5 On a weekly basis, Snohomish County shall email reports to the Tulalip Tribes point-of-contact for code enforcement records, for all complaints received regarding code enforcement actions for properties within the exterior boundaries of the Tulalip Reservation and any other properties requested. Each government understands that email reports provided under this MOU are not otherwise legally required or intended to substitute for official notification procedures. Snohomish County reserves the right to request code enforcement data from the Tulalip Tribes on a case-by-case basis. Each government shall have access to all requested code enforcement materials – except for those materials deemed confidential, proprietary or highly sensitive by the Tulalip Tribes – when any such request is made by the respective point-of-contact. The exchange of information shall be specific to this MOU and shall not be subject to the protocols for general public requests for public records. Any expenses for copying requested materials shall be incurred by the requesting government.

3.6 Long-range population and employment growth forecasts provide a key foundation for establishing and updating the comprehensive plans of both Snohomish County and the Tulalip Tribes. To help ensure that the underlying growth forecast assumptions are transparent to future comprehensive plan update efforts by both Snohomish County and the Tulalip Tribes, both governments agree to share with one another their current population and employment forecasts for the geographic areas covered by this MOU as needed to support the periodic updating of each Party’s comprehensive plan.

SECTION 4: DESIGNATION OF ADMINISTRATORS

The Director of the Department of Planning and Development Services or his/her designee is Snohomish County’s administrator of this MOU. The Executive Director of the Public Works Division or his/her designee is the administrator of this MOU for the Tulalip Tribes.
SECTION 5: FINANCING

In execution of this MOU, expenses for copying of materials for Section 3 shall be the responsibility of the requesting government, and expenses for development of the coordinated long-range planning program in Section 2 shall be divided between the Parties and subject to appropriations through the respective budgetary process of each government.

SECTION 6: CONTRACTING

Any contracting in fulfillment of this MOU including, but not limited to, public notice(s), bid(s), proposal(s) and awarding of contract(s) shall follow statutory requirements of both governments. Contracts must be authorized by the governing bodies of the Parties before contract execution. The Parties may agree that one Party may enter into a contract in furtherance of this MOU, with the other Party sharing costs though approved cost sharing mechanisms.

SECTION 7: PROPERTY

Except as expressly provided to the contrary elsewhere in this MOU, any real or personal property used, acquired or purchased by either Party in connection with the performance of this MOU will remain the sole property of such Party, and the other Party shall have no interest therein.

SECTION 8: DURATION AND TERMINATION

This MOU will become effective upon execution by the Parties, indicated by the signatures and date on the signature page of this MOU, and shall remain in effect until terminated by the Parties, PROVIDED HOWEVER, that the County’s obligations under this MOU after December 31, 2013, are contingent upon legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

8.1 Either Party may terminate this MOU, for any reason, upon providing thirty (30) days written notice to the other Party.

8.2 Notices of termination shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
M/S 604, 3000 Rockefeller Avenue
Everett, WA 98201
SECTION 9: RIGHTS, JURISDICTION, SOVEREIGN IMMUNITY AND APPLICABLE LAWS

This MOU is for the sole benefit of the Parties hereto and confers no rights to third parties, and is not intended to modify, impair, or waive: (1) the jurisdiction of either government; (2) the sovereign immunity of the Tribes or its treaty rights; or (3) the application of applicable federal, tribal or state laws. Nothing in this MOU shall be construed to be an admission regarding any Party’s claims to land use regulatory jurisdiction, or affect or impair any lawful exercise of land use permitting or enforcement authority by the Parties.

SECTION 10: AMENDMENTS

The provisions of this MOU may be amended by parallel resolution of the Parties.

SECTION 11: SEVERABILITY

If any provision of this MOU or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this MOU and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
IN WITNESS WHEREOF, the Parties have signed this MOU, effective on the date indicated below.

The Tulalip Tribes
By: Melvin Sheldon, Jr., Chairman

By: Sheryl Fryberg, General Manager

Snohomish County
By: Aaron G. Reardon, County Executive

Date: 5/30/13
Attest: Marie Zackup

Date: 5/30/13
Attest: [Signature]

Memorandum of Understanding between the Tulalip Tribes and Snohomish County Concerning Programs for Coordinated Long-range Planning and Information Sharing
## ATTACHMENT B: PRIMARY POINTS OF CONTACT

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<tr>
<td>Tulalip GIS Data</td>
<td>GIS Manager</td>
<td>GIS</td>
<td>360.716.5157</td>
<td>GIS Analyst</td>
</tr>
<tr>
<td>County GIS Analyst</td>
<td>Senior</td>
<td>Cartography-GIS</td>
<td>425.388.3311 ext. 2621</td>
<td>GIS Analyst. Principal</td>
</tr>
<tr>
<td>Tulalip Land Use</td>
<td>Associate Planner I</td>
<td>Planning</td>
<td>360.716.4214</td>
<td>Associate Planner II</td>
</tr>
<tr>
<td>Permitting Records</td>
<td>Records Specialist</td>
<td>File Room-Records</td>
<td>425.388.3311 ext. 2248</td>
<td>Division Manager</td>
</tr>
<tr>
<td>Tulalip Code Enforcement Records</td>
<td>Code Enforcement Specialist</td>
<td>Planning</td>
<td>360.716.4215</td>
<td>Associate Planner I</td>
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<tr>
<td>County Code Enforcement Records</td>
<td>Supervisor</td>
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<td>425.388.3311 ext. 2489</td>
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<td>Planning</td>
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<td>Planning Supervisor</td>
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<tr>
<td>County Senior Planner</td>
<td>Planning - Urban</td>
<td>425.388.3411 ext. 2944</td>
<td>Principal Demographer</td>
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<td>Tulalip Other</td>
<td>Associate Planner II</td>
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<td>425.388.3311 ext. 2975</td>
<td>Planner</td>
<td></td>
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MOTION
ASSIGNMENT SLIP

TO: Clerk of the Council

TITLE OF PROPOSED MOTION:

AUTHORIZED THE COUNTY EXECUTIVE TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TULALIP TRIBES AND SNOHOMISH COUNTY ESTABLISHING PROCESS FOR COORDINATED LONG-RANGE PLANNING & INFORMATION SHARING

Clerk's Action: Proposed Motion No. 13-276

Assigned to: Planning & Community Dev. Date: 6-3-13

STANDING COMMITTEE RECOMMENDATION FORM

On June 4, 2013, the Committee made the following recommendation:

1. Move to Admin for discussion 6/10/13


Move to Council as amended for action on: 

Move to Council with no recommendation

This item should not be placed on the Consent Agenda.
(Consent agenda may be used for routine items that do not require public hearing and do not need discussion at General Legislative Session)

This item should not be placed on the Administrative Matters Agenda
(Administrative Matters agenda may be used for routine action to set time and date for public hearings)

Committee Chair
ECAF 0609 (Proposed Motion #13-226) Memorandum of Understanding between Tulalip Tribes and Snohomish County to establish a process for coordinated long-range planning and information sharing.

Will Hall, Council staff, briefly summarized the proposed motion. He provided background information on the county's efforts in working together with the Tulalip Tribes on land use planning. Committee Chair Somers stated that he anticipates that this will be held in Committee. He has questions that PDS will need time to respond to. Committee Member Wright stated that she believes that PDS has the answers to questions this morning.

Mr. White stated that he has received some questions from Mr. Hall which he will have answers too this morning after this meeting (he will email them) and if council has additional questions they can be answered in committee or sent with the same email later. This morning he is prepared to do a high-level overview of the elements of the MOU and then answering questions this morning or coming back to committee. Committee Member Wright stated that she would like to see this scheduled for action and if all questions cannot be answered postpone at that time rather than holding until next committee meeting.

Gabe Snedeker, PDS staff, provided historical information relating to the adoption of Joint Resolution 10-010 that directed PDS staff to begin working with the Tulalip Tribe on joint land use planning.

The Joint Resolution included four items that were to be the subject of four separate MOUs: joint long-range planning; joint review options for non-trust, non-native owned (fee simple) lands; information sharing relating to land-use decisions; and potential code changes to further align the two entities.

After much time and work it was determined that we would move forward with just two of those - joint planning and information sharing - with this initial MOU.

The other issues are more time-consuming and will continue to be worked on.
This MOU, while detailed, does not commit the county to any policy actions. The workgroup will bring forward recommendations to the two decision making bodies and any work after 12/31/13 is subject to funding by the legislative body.

Mr. White stated that if the Committee prefers he can answer the questions forwarded to him by Mr. Hall at this time. Committee concurred and Mr. White did so.

The questions/answers were:

1. How will the members of the work group be appointed?
   Answer: The council may have an option to have an advisory member on the committee or he can work with council staff on setting up consistent briefings with the full council.

Committee Chair Somers stated that he would like to receive the answers to the questions in writing to which Mr. White agreed.

2. What is rationale for consideration in 2016 rather than 2015?
   Answer: The proposal is that recommendations are to be received too late to be considered as part of the SEPA process for the 2015 Update. They will be considered as part of the 2016 comprehensive plan amendments (Docket).

3. While it calls itself a MOU the term "agreement" and shall statements are used within; has it been reviewed by Prosecutor's office?
   Answer: Yes it was reviewed by the Prosecuting Attorney's office in March and April of this year. The MOU does not commit the county to any policy actions.

Committee Chair stated that he would like a list of what we are trying to resolve in this process. Such as, how does GMA apply on the Reservation and the need to have some process for bringing policy issues back to the council and executive. He questioned whether the county has talked with Tulalip about more coordinating of permitting and enforcement? Mr. White responded. Mr. Snedeker stated that joint permit review and code amendments are not included in this MOU. A short discussion ensued on the sharing of permit information.

4. Are there aspects of the MOU that we are already implementing?
   Answer: Yes. The County and the Tulalip Tribe are currently sharing GIS data as well as permitting information.

5. Will PDS be proposing budget reductions in other areas to offset the $200,000 consulting expenditures?

   Answer: PDS estimates $100,000 for project tasks in 2014 and another $100,000 in 2016. The total amount would be shared with the Tribes. Funding would rely on approval by both the County and the Tribe.

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Discussion ensued on costs and PDS budget needs.

6. Do we have a draft of a proposed future contract?  
   Answer: No there is no draft contract for consultant services or RFP.

7. What does it mean that the MOU may be amended by parrallel resolution of the parties?  
   Answer: Section 10 requires that any amendment to the MOU be jointly approved by the County and the Tribe.

8. What are other anticipated agreements to implement Joint Resolution 10-010 and what is the schedule and process?  
   Answer: There is no schedule to implement the other matters raised in Joint Resolution 10-010.

9. Why are there titles and phone numbers listed for contacts but no names?  
   Answer: This is to avoid having to avoid the agreement whenever there is turnover.

10. Does this map include the tidelands that were of concern with previous maps produced by the county?  
    Answer: No, the map is not intended to show reservation tidelands.

That concludes the questions asked by Mr. Hall.

Committee Chair Somers asked if the Executive signed this last week to which Mr. White responded yes by nodding. Committee Chair Somers questioned whether the council motion needs to reflect that.

A discussion ensued on the authority of the Executive to sign without authorization. This issue will be followed up with the Prosecutor's office.

ACTION: Move to Administrative Meeting on Monday for discussion and any other questions and then to General Legislative Session for action.