

AGREEMENT BETWEEN THE WASHINGTON STATE LIQUOR CONTROL BOARD AND THE MUCKLESHOOT TRIBE OF WASHINGTON FOR PURCHASE AND RESALE OF LIQUOR IN INDIAN COUNTRY

WHEREAS, the Muckleshoot Indian Tribe of Washington ("Tribe") and the Washington State Liquor Control Board ("Board") desire to continue a government-to-government agreement for the sale and purchase of liquor in order that liquor sales may take place in Indian country in accordance with the requirements of federal law (18 U.S.C. ss 1161), Tribal Ordinance, and State law to the mutual benefit of both the Tribe and the Board, and

WHEREAS, it is recognized by all parties to this agreement that, in conformity with the Centennial Accord of August 4, 1989 between federally recognized Washington State Indian Tribes and the State of Washington, the governmental authority of the Tribe over its own affairs and its sovereignty under law is not altered, dismissed, or abdicated in any way by entering into this agreement, and

WHEREAS, the governmental authority and sovereignty of the State of Washington as declared by the Twenty-First Amendment to the United States Constitution and applicable acts of Congress is not altered, diminished or abdicated in any way by entering into this agreement, and

WHEREAS, it being the sole intention of the parties to this agreement to maintain the government-to-government arrangement whereby liquor may be sold by the Tribe on its Reservation within Indian country as defined by 18 U.S.C. ss 1151 and ss 1154, in conformity with federal law, Tribal Ordinance, and state law;

AGREEMENT

NOW, THEREFORE, pursuant to authority of federal law, Tribal Ordinance, and State law, it is hereby agreed between the Muckleshoot Indian Tribe, acting by and through its governing Tribal Council, and the Board as follows:

1. The Board agrees to sell distilled spirits, wine, and beer to the Tribe, and the Tribe agrees to purchase all distilled spirits for resale in Indian country from the Board. Should the Tribe be desirous of selling beer and wine not available from the Board, the Tribe agrees to obtain the appropriate state beer and/or wine license and purchase that beer and wine from a state licensed beer and/or wine wholesaler.

The Tribe will not sell to non-Tribal licensees. The Tribe may sell to Tribal owned or operated facilities which have been properly licensed by the Board.

2. The Board shall use its best efforts to supply all liquor products ordered by the Tribe. The Tribe shall have its orders filled on the same basis as the orders of the state liquor stores and state liquor agencies. In the event that the Board's supplies of an allocated item (i.e. one in short supply) are insufficient to satisfy all orders by all of the Board's customers, available supplies will be equitably available among all customers.
3. The purchase price of the distilled spirits shall be the standard case cost to the Board plus a handling charge, plus the tax imposed by RCW 82.08.150, or any future applicable tax.

The handling charge will be:

8% delivered to the Tribe for years 2001-2002
9% delivered to the Tribe for years 2003-2004
10% delivered to the Tribe for year 2005

Thereafter, for the duration of the agreement, the handling charge will be the standard rate declared by the Board.

The purchase price of wine and beer handled by the Board shall be the standard case cost to the Board plus a handling fee, plus for wine, an amount equal to and in lieu of, the taxes imposed by RCW 66.24.210, or any future applicable tax of wine and beer. The handling fee for wine and beer shall be the same as stated above. The Board shall invoice the Tribe for the cost of the liquor and the FOB point shall be the Tribal store. The Tribe shall have a right to change the FOB point to the Board's warehouse, whereby the handling charge will be reduced by 2 percent. The Tribe agrees to provide 30-day notification to the Board if electing to pursue this option.

4. Each year of this agreement, the Tribe may purchase a number of gallons of distilled spirits free of the tax imposed by RCW 82.08.150. The number of tax free gallons will be determined annually by using the population of the Tribe, as published in the most recent U.S. Department of Interior Bureau of Indian Affairs Indian Service Population and Labor Force Estimates, adjusted to reflect the adult population of the Tribe 21 years of age and older. This population number will be multiplied by the average consumption rate of distilled spirits for Washington State residents age 21 and older. For the first two years of the agreement, the average consumption rate will be 2.0 gallons, thereafter, for the duration of the agreement, the actual average adult per capita consumption as published in the Adam's Liquor Handbook will be used (see Exhibits A and B attached). This calculation will be

updated annually, thirty (30) days prior to the end of each year of this agreement for this purpose.

For the initial year of the agreement these numbers are:

- 1) Tribal population referenced above, age 21 and older – 1,937.
 - 2) Average adult consumption of distilled spirits in Washington State rounded to the nearest gallon – 2.0 gallons (to be used for the first two years of this agreement).
 - 3) Total tax free gallons – 3,874.
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5. Purchase of liquor by the Tribe shall be consummated upon payment by money order, certified check, or Tribal check. The payment must be placed in the United States mail the same day as the liquor is delivered. Deliveries to the Tribe shall be weekly. To insure payment under this agreement, the Tribe must post a bond, letter of credit or deposit a sum of money in a bank equal to approximately one (1) month of purchases, and releasable only to the Board. In the event of non-payment by the Tribe and after ten (10) days written demand, the Board shall have the right to access the funds held on its behalf.
 6. Sales of liquor to the Tribe by the Board include return privileges for mechanical ordering and shipment errors. Claims for stock damaged in transit, missing items, dry breaks, and defective products or containers will be allowed as circumstances and facts indicate in each individual instance.
 7. The Tribe agrees to resell all distilled spirits, beer, and wine purchased from the Board at a per unit total retail price equal to that of the Board's total retail price that is in effect at the time of sale by the Tribe, including all applicable taxes. The Tribe may, at its option, reduce prices on twelve (12) items each contract year, and each reduction shall be limited to one month, with the retail price of those items being no less than 90 percent of the Board's total retail price including taxes of that item in effect at that time.
 8. The Tribe may advertise its retail outlet's location and services in any medium which serves the Reservation community and people who reside in close proximity to the Tribe's Reservation. Advertisements of spirituous liquor may only be placed in print media and that the Tribe shall limit any media advertising to newspapers which are primarily distributed in the market area served by the Tribal store. Any such advertising will not contain direct comparisons between Tribal prices and State prices.
 9. In recognition of the fact that this agreement is a government-to-government agreement, it is agreed that the Tribe shall not be considered part of, or under the control and supervision of, the Board's Stores and Agencies Division. A

representative of the Board shall have the right to visit the Tribe's retail outlet at any time during regular business hours to review the administration of the agreement.

10. The Tribe agrees that all distilled spirits in the manufacturers original container sold by the Tribe shall be sold from a Tribal store located within the exterior boundaries of the Muckleshoot Indian Reservation. Said store is located at 2115 Auburn Way South, Auburn, Washington 98002. Relocation of the Tribal outlet shall be subject to prior Board approval. Such approval will not be unreasonably withheld. The Board agrees not to locate a liquor store or contract liquor store within two (2) "driving" miles of the existing Tribal store.
11. The Board's intent is that all retail outlets display liquor attractively and maintain the retail liquor premises in a manner that allows customers a clean, comfortable, and safe environment to make purchases. If the Board adopts store standards during the term of this agreement, the Tribe agrees to comply with such standards. The Tribe agrees that all external signing shall meet applicable zoning Ordinances.
12. The hours of sale of distilled spirits, beer and wine, by the Tribe shall be set by the Tribe but shall not include the hours between 2 a.m. and 6 a.m. Monday through Saturday. There shall be no sale or delivery of distilled spirits on Sunday. If sale of distilled spirits is ever allowed on Sundays for State liquor stores or agencies, the same shall apply to the Tribe.
13. The Tribe agrees with the Board that all sales of liquor on the Muckleshoot Indian Reservation will conform to the requirements of federal law, the Tribe's federally approved Tribal Liquor Ordinance, and state law relating to liquor transactions.
14. The Tribe agrees not to import any distilled spirits, beer, or wine, into the Muckleshoot Indian Reservation except as provided in this agreement.
15. The Tribe agrees not to solicit, or accept, money or monies' worth from liquor manufacturers, importers or wholesalers. The Tribe may accept such items as are permitted to be accepted by licensees of the Board under applicable State law or Board regulations.
16. The term of this agreement shall be for a period of ten (10) years and shall include an option to renew subject to satisfactory renegotiation of the conditions hereof. At the end of the ninth (9th) year of this agreement, both parties agree to begin discussions for the purpose of negotiating a new agreement. Such negotiation shall be conducted in good faith. If at the expiration of this agreement a replacement has not been negotiated, the terms and conditions of this agreement shall cease, and the agreement is terminated.

17. The Tribe may terminate this agreement at any time, upon 30 days written notice to the Board, if in the judgment of the Tribe it is in the best interest of the Tribe to discontinue the retail sale of distilled spirits. If the Tribe elects to discontinue its retail sales of liquor, the Board shall buy back from the Tribe the entire inventory, purchased from the Board, remaining in the Tribe's possession by paying the Tribe the current sale price to the Tribe, subject to adjustment for a pro-rata share of the tax exemption quota for the period, and the cost to move the product.
18. Should the Tribe's retail liquor outlet fail to comply with item number 12., or item number 14., this agreement is voidable by the Board. Other violations of this agreement pertaining to federal law, or provisions of Washington State law or Board regulations relating to liquor transactions (including WAC 314-37-010), will be subject to the dispute resolution provisions of this Agreement.
19. The parties hereby establish a method of non-judicial dispute resolution in order to foster a spirit of cooperation and efficiency in the interpretation of the terms, provisions and conditions of this Agreement. In the event of a dispute or disagreement between the parties regarding the interpretation of this Agreement, it shall be redressed as follows:
 - (i) Either party shall give the other, as reasonably proximate to the event giving rise to the concern, a written notice setting forth the issues to be resolved;
 - (ii) The parties shall meet and confer not later than ten (10) days from receipt of the notice;
 - (iii) If the dispute is not resolved to the satisfaction of either party within twenty (20) days of the first meeting, then the parties may refer the dispute to be resolved by and in accordance with the policies and procedures of JAMS/Endispute or another professional mediation service agreed upon by both parties;
 - (iv) The hearing, unless another date is stipulated to by the parties, shall occur no later than fourteen (14) days from Judge(s) selection before a JAMS/Endispute or other professional mediation service judge or judges of agreed selection by the parties, but in the event no agreement is made, then as selected by JAMS/Endispute or other professional mediation service agreed to by the parties;
 - (v) The hearing shall occur at a time, place and location of mutual selection, but if such cannot be agreed to, then as selected by JAMS/Endispute or other professional mediation service agreed to by the parties;

(vi) The decision of JAMS/Endispute shall be final and unappealable. Any arbitration award, including its enforceability, shall be subject to the provisions of Chapter 7.04 RCW.

20. This agreement shall inure to the benefit of and be binding upon the parties named herein and upon their successors in interest. This agreement may not be assigned by either party.

21. This agreement will begin on September 1, 2001.

IN WITNESS WHEREOF, The parties have signed this agreement on the 5th day of September, 2001.

WASHINGTON STATE LIQUOR CONTROL BOARD BY:

W. Pett. Kay
[Signature]
[Signature]

MUCKLESHOOT INDIAN TRIBE

John Davis bfo
CHAIRMAN
[Signature]

APPROVED AS TO FORM:

Merduin W. Maston
Assistant Attorney General

THE MARKETS FOR DISTILLED SPIRITS

NATIONAL TRENDS & STATISTICS

Consumption of Distilled Spirits by State, 1998-1999


 U.S.
 1999-01

	Total Distilled Spirits (000 Gallons)		Adult Population (000)		Per Capita Adult Consumption*	
	1998	1999	1998 ^r	1999	1998 ^r	1999
LICENSE STATES						
Alaska	1,091	1,107	389	389	2.80	2.85
Arizona	6,393	6,683	3,202	3,234	2.00	2.07
Arkansas	2,622	2,783	1,770	1,776	1.48	1.57
California	37,968	39,717	22,354	22,739	1.70	1.75
Colorado	6,664	6,763	2,756	2,808	2.42	2.41
Connecticut	5,005	5,025	2,366	2,337	2.12	2.15
Delaware	1,538	1,560	534	540	2.88	2.89
District of Columbia	1,809	1,584	402	405	4.50	3.91
Florida	24,431	25,298	10,839	10,986	2.25	2.30
Georgia	10,598	10,920	5,281	5,382	2.01	2.03
Hawaii	1,280	1,338	841	842	1.52	1.59
Illinois	15,133	15,717	8,349	8,425	1.81	1.87
Indiana	7,150	7,311	4,119	4,148	1.74	1.76
Kansas	2,794	2,789	1,809	1,828	1.54	1.53
Kentucky	4,143	4,250	2,767	2,811	1.50	1.51
Louisiana	5,979	5,912	2,954	2,955	2.02	2.00
Maryland	7,393	7,522	3,651	3,661	2.02	2.05
Massachusetts	9,541	9,485	4,464	4,476	2.14	2.12
Minnesota	7,891	8,142	3,258	3,288	2.42	2.48
Missouri	6,313	6,780	3,795	3,826	1.66	1.77
Nebraska	1,923	1,979	1,139	1,142	1.69	1.73
Nevada	4,814	5,234	1,214	1,248	3.97	4.19
New Jersey	11,510	12,184	5,822	5,836	1.98	2.09
New Mexico	1,947	2,021	1,151	1,160	1.69	1.74
New York	21,008	21,149	12,958	13,032	1.62	1.62
North Dakota	977	989	444	441	2.20	2.24
Oklahoma	3,223	3,331	2,312	2,317	1.39	1.44
Rhode Island	1,280	1,424	713	711	1.80	2.00
South Carolina	5,530	5,602	2,703	2,752	2.05	2.04
South Dakota	984	1,019	500	497	1.97	2.05
Tennessee	5,432	5,486	3,867	3,907	1.40	1.40
Texas	18,878	19,086	13,200	13,360	1.43	1.43
Wisconsin	9,328	9,644	3,638	3,662	2.56	2.63
License State Total	252,570	259,834	135,561	136,921	1.86	1.90
CONTROL STATES						
Alabama	4,373	4,419	3,071	3,104	1.42	1.42
Idaho	1,208	1,259	811	833	1.49	1.51
Iowa	2,641	2,763	2,008	2,015	1.32	1.37
Maine	1,732	1,735	902	911	1.92	1.90
Michigan	12,977	13,019	6,840	6,871	1.90	1.89
Mississippi	3,201	3,295	1,856	1,875	1.72	1.76
Montana	1,133	1,183	613	616	1.85	1.92
New Hampshire	3,925	3,935	842	851	4.66	4.62
North Carolina	7,759	7,997	5,316	5,395	1.46	1.48
Ohio	9,778	9,982	7,881	7,920	1.24	1.26
Oregon	4,047	4,199	2,316	2,345	1.75	1.79
Pennsylvania	11,036	11,225	8,669	8,664	1.27	1.30
Utah	1,472	1,526	1,264	1,286	1.16	1.19
Vermont	736	746	425	429	1.73	1.74
Virginia	6,428	6,656	4,856	4,908	1.32	1.36
Washington	7,075	7,180	3,969	4,013	1.78	1.79
West Virginia	1,333	1,373	1,323	1,322	1.01	1.04
Wyoming	775	810	326	327	2.38	2.48
Control State Total	81,629	83,302	53,288	53,685	1.53	1.55
U.S. Total	334,199	343,136	188,849	190,606	1.77	1.80

(*) Population 21 years and older. (r) Revised.

EXHIBIT A

U.S. Department of the Interior
Bureau of Indian Affairs

Note: This table is an excerpt from "Indian Service Population and Labor Force Estimates, U.S. Department of the Interior, Bureau of Indian Affairs, 1995"

This Web table is under construction.

TABLE 3
Local Estimates of Resident Indian Population and Labor Force Status
Male/Female Indians Living on and Adjacent to Reservations
Summary by Reservation

Reservation	BIA Total	Line B Years of Age			Line E Unable to Work		Line I ? Total Potential Labor Force				Line J Total Labor Force		Line N Total Seeking Unemploye Work		Line K Total Earn \$9,048 or More		Line O Tribal Enrollment
		Under 16	16-64	Over 64	Student	Other	Force (3-4-5-6)	Total Employed	% Not Employed (9/7)	Total Force (12-13)	Total Employed (12)	Total Seeking Work (13)	% (13/11)	Total (15)	% of age 16-64 (16)	Tribal Enrollment	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	
PORTLAND																	
Colville Agency Colville Reservation WA	4,929	1,479	2,415	1,035	172	131	3,147	1,578	1,569	50%	3,081	1,578	1,503	49%	1,416	59%	3,353
Flathead Agency Salish and Kootenai Tribes MT	7,667	2,760	4,416	491	784	492	3,631	2,142	1,489	41%	2,631	2,142	539	20%	1,906	43%	6,366
Fort Hall Agency Fort Hall Reservation ID NW Band of Shoshone Nation UT	6,365 266	1,973 79	4,041 162	351 25	359 27	322 0	3,711 160	746 66	2,965 94	80% 59%	1,551 80	746 66	805 14	52% 13%	600 64	15% 40%	3,959 332
Meklatukla Field Office Annette Island Reservation AK	1,564	576	894	94	87	141	760	582	178	23%	702	582	120	17%	565	63%	1,994
Northern Idaho Agency Coeur D'Alene Reservation ID Kootenai Tribe ID Nez Perce Reservation ID	1,538 150	630 45	873 98	85 7	201 15	197 33	560 57	185 39	375 19	67% 32%	412 48	185 39	227 9	55% 19%	124 25	14% 26%	1,493 165
Olympic Peninsula Agency Chehalis Reservation WA Hoh Reservation WA Jamestown Klallam Tribe WA Lower Elwha Klallam Tribe WA Makah Reservation WA Quileute Reservation WA Quinault Reservation WA Shoalwater Reservation WA Skokomish Reservation WA Squamish Island Reservation WA	871 97 641 1,149 1,753 785 2,975 743 1,333 515	323 39 224 399 610 151 1,087 274 533 131	524 55 359 715 1,042 260 1,752 459 745 365	24 3 58 38 101 374 136 10 55 19	76 10 22 14 95 180 120 97 173 20	60 NR 143 46 180 95 0 75 157 0	412 48 246 690 833 359 1,768 297 470 364	300 13 187 320 513 81 862 175 268 250	112 12 59 370 389 278 906 112 202 114	27% 25% 24% 54% 48% 77% 51% 38% 43% 31%	412 13 246 690 763 291 1,231 175 462 334	300 13 137 320 513 81 862 175 268 250	112 NR 59 370 350 200 369 83 194 84	27% 0% 24% 54% 33% 71% 30% 32% 42% 25%	173 13 112 265 307 57 276 101 95 237	33% 24% 31% 37% 29% 22% 16% 22% 13% 65%	546 139 216 638 2,126 736 2,502 150 250 579

EXHIBIT A

Reservation	BIA Total	Years of Age				Unable to Work		Total Potential Labor Force				Total Labor Force		Total % Seeking Unemploye		Total of age 16-64	Tribal Enrollment	
		Under 16	16-64	Over 64	Student	Other	Labor Force (3+4-5-6)	Total Not Employed (9/7)	Total Employed (12+13)	Total Employed (12)	Work (13)	Unemploye (13/11)						
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)			(15)
Puget Sound Agency																		
Lummi Reservation WA	4,648	1,710	2,678	260	1,555	155	1,228	484	744	61%	1,228	484	744	61%	189	7%	3,415	
Muckleshoot Reservation WA	3,521	1,443	1,937	141	155	296	1,617	857	760	47%	1,328	857	471	35%	384	20%	1,307	
Nisqually Reservation WA	2,905	1,215	1,515	175	126	359	1,205	367	838	70%	1,205	367	838	70%	202	13%	475	
Nooksack Tribe WA	820	272	503	45	121	167	260	138	122	47%	213	138	75	35%	75	15%	1,252	
Port Gamble Reservation WA	753	203	524	26	24	26	500	181	319	64%	494	181	313	63%	153	30%	329	
Puyallup Reservation WA	14,282	6,270	7,527	485	1,856	926	5,230	1,643	3,587	69%	4,438	1,643	2,795	63%	332	4%	2,126	
Sauk-Suiattle Reservation WA	120	49	65	6	12	28	31	23	8	26%	31	23	8	26%	19	29%	192	
Stillaquamish Reservation WA	1,476	385	951	140	109	173	809	332	477	59%	456	332	124	27%	203	21%	337	
Suquamish Tribal Council WA	1,032	358	616	58	53	146	475	217	258	54%	471	217	254	54%	142	23%	856	
Swinomish Reservation WA	959	297	600	62	60	102	500	398	102	20%	448	398	50	11%	308	51%	609	
Tulalip Reservation WA	4,549	1,584	2,763	202	366	300	2,299	779	1,520	66%	1,079	779	300	29%	645	23%	2,339	
Upper Skagit Tribe WA	610	213	360	37	32	34	331	142	189	57%	302	142	160	53%	95	27%	619	
Siletz Agency																		
Coos Bay Tribes OR	594	193	372	29	37	21	343	306	37	11%	339	306	33	10%	236	63%	334	
Coquille Indian Tribe OR	346	140	182	24	47	0	159	33	NR	0%	33	33	NR	0%	NR	0%	673	
Cow Creek Tribes OR	447	166	259	23	65	75	191	141	140	73%	191	141	50	26%	69	34%	361	
Grand Ronde Tribes OR	5,298	1,642	3,325	331	310	0	3,346	2,576	770	23%	2,730	2,576	154	6%	1,959	55%	3,369	
Siletz Reservation OR	1,778	591	1,121	66	41	133	1,013	677	336	33%	1,760	677	83	11%	542	48%	2,347	
Spokane Agency																		
Kalispel Reservation WA	170	77	85	8	21	30	42	31	11	26%	51	31	20	39%	26	31%	247	
Spokane Reservation OR	1,416	520	816	80	109	43	744	685	59	8%	768	685	83	11%	679	83%	2,339	
Umatilla Agency																		
Umatilla Reservation OR	2,154	732	1,271	151	197	330	895	707	188	21%	832	707	125	15%	630	50%	1,355	
Warm Springs Agency																		
Burns-Paiute Colony OR	247	98	134	15	81	0	68	30	43	63%	41	30	11	27%	22	16%	331	
Conf. Tribes of Warm Spr OR	2,885	1,197	1,598	90	151	124	1,413	784	629	45%	890	784	106	12%	671	39%	3,310	
Klamath Indian Tribe OR	2,633	1,027	1,511	95	169	328	1,109	455	654	59%	1,076	455	621	58%	396	26%	3,357	
Yakima Agency																		
Yakima Reservation WA	15,968	5,755	9,562	631	1,060	916	8,237	1,430	6,807	83%	5,326	1,430	3,896	73%	1,334	14%	8,604	
TOTAL PORTLAND	104,841	37,951	60,657	6,233	9,395	6,943	50,567	22,084	28,498	56%	38,933	22,084	16,849	43%	15,896	26%	77,471	

Population number for tax exempt sales is calculated by using the BIA population in column (3), 1,937. To account for that portion of the population in column (3) that is under age 21, the Tribal population over age 64, column (4), is assumed to be approximately equal to the population age 16 through age 20.

State of Washington Liquor Control Board 3000 Pacific Ave SE Olympia Washington 98504 (360) 664-1600 <u>WWW.LIQ.WA.GOV</u>	CONTRACT AMENDMENT	
	Contract Number: K63	Date Issued: 8/8/11
	Amendment Number: 1	Date Effective: 9/1/11
This Contract Amendment is issued under the contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

This purpose of this Amendment is as follows:

1. To change the contract number from #070383 to K63.
2. To extend the term of the contract for a period of one (1) year, effective September 1, 2011 to September 1, 2012.
3. All other terms and conditions of the contract shall remain unchanged.

Authorizing Signatures

This contract amendment, consisting of 1 page is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

Muckleshoot Tribe: <i>Charlotte Williams</i> ^{vice} <i>8-12-11</i> Virginia Cross, Chairperson (Date) Muckleshoot Indian Tribe		Washington State Liquor Control Board: <i>Sharon Foster</i> <i>8/31/11</i> Sharon Foster, Board Chair (Date) <i>Ruthann Kurose</i> <i>8/31/11</i> Ruthann Kurose, Board Member (Date) Chris Marr, Board Member (Date)	
Contact Name Deryl Brown-Archie	Contact Name Pat D. McLaughlin		
Telephone No. 253- 804-4444 ext. 2007	Telephone No. 360-664-1689		
E-mail Deryl.Brown-Archie@muckleshootcasino.com	E-mail pdm@liq.wa.gov		

A. J. [Signature] 9-6-2011



MUCKLESHOOT TRIBAL COUNCIL

39015 172nd Avenue S.E. • Auburn, Washington 98092-9763
(253) 939-3311 • Fax (253) 931-8570



RESOLUTION NO. 11-196

TO APPROVE AN AMENDMENT TO THE AGREEMENT BETWEEN THE MUCKLESHOOT INDIAN TRIBE AND THE STATE OF WASHINGTON LIQUOR CONTROL BOARD

WHEREAS, the Muckleshoot Indian Tribal Council is the duly constituted governing body for the Muckleshoot Indian Reservation by the authority of, and is herein acting solely pursuant to, its constitution and by-laws approved May 13, 1936, by the Secretary of the Interior, and as amended June 28, 1977, and not pursuant to its Indian Reorganization Act Corporate Charter ratified October 31, 1936; and

WHEREAS, the Muckleshoot Indian Tribe entered into an Agreement with the State of Washington Liquor Control Board ("WLCB") on September 5, 2001, (the "Agreement"); and

WHEREAS, the Agreement expires pursuant to its terms on September 1, 2011; and

WHEREAS, the WLCB and the Muckleshoot Indian Tribe wish to continue the existing business relationship for liquor purchase and sales on the Muckleshoot Reservation; and

WHEREAS, the WLCB and Muckleshoot Indian Tribe entered into negotiations on the terms upon which that business relationship would continue and the parties agree that the negotiations will not be completed before the expiration date of the Agreement; and


WHEREAS, the Tribal Council of the Muckleshoot Tribe, being fully advised, desires to proceed with the amendment that extends the current Agreement under the same terms until September 1, 2012;

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Muckleshoot Tribe that the amendment to the Agreement is hereby approved;

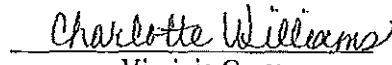
NOW THEREFORE BE IT FURTHER RESOLVED that the Chairperson of the Tribal Council or, in the absence of the Chairperson, the Vice-Chairperson, is hereby authorized to sign, execute and negotiate all contracts, agreements and amendments thereto on behalf of the Tribe without further adoption of a resolution in the securing and performance of this activity throughout its duration provided that such authorization does not exceed the specific intent and terms of the aforementioned document and/or activity, and is executed in compliance with all applicable Tribal, federal and other ordinances, laws, regulation, policies and procedures.

CERTIFICATION

As Secretary of the Muckleshoot Indian Tribal Council, I hereby certify that the above resolution was adopted at a Regular meeting of the Tribal Council on the 12 day of August, 2011, held on the Muckleshoot Indian Reservation, Auburn, WA, at which a quorum was present by a vote of 4 for, 0 against, and 0 abstentions.



Virgil Spencer
Secretary



Virginia Cross
Chairperson