

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUQUAMISH TRIBE
AND
THE CITY OF POULSBO**

GUIDING PRINCIPLES

This Memorandum of Understanding ("MOU") dated December 14, 2005 is executed between the Suquamish Tribe ("Tribe") and the City of Poulsbo ("City") in order to better achieve mutual goals through an improved relationship between sovereign Tribal government and local city government. This MOU provides a framework for strengthening the government-to-government relationship that exists today.

The parties to this MOU respect the sovereignty and political integrity of the Tribal government and the political integrity of the City government. The respective sovereignty of a federally recognized Tribe and the decision-making authority of the City, as a political subdivision of the State of Washington, provide authority for each party to exist and govern. The parties share respect for the values and cultures represented by the Tribal government and the City and desire an agreement between the City and the Tribe reflecting a full government-to-government relationship. The parties will work in good faith to achieve the goals of such an MOU.

PARTIES

The Tribe is a federally recognized Indian tribe located on the Port Madison Indian Reservation ("Reservation") in Kitsap County, Washington. The Tribe is a party to the Treaty of Point Elliot. The Tribe has a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare and resource management needs and interests of its members, other residents of the Reservation, and the Reservation itself.

The City is a municipal corporation of the State of Washington. The City has a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare and resource management needs and interests of its residents.

GOALS

This MOU is a testament to the commitment of the parties to strengthen their government-to-government relationship. This relationship respects the sovereign status of the Tribe and decision-making roles of the City, enhances and improves communications between the two parties and seeks to facilitate the resolution of issues.

The ultimate purpose of this MOU is to improve communication and mutual understanding so that people are better served by decisions made by these governments.

To facilitate this purpose, the parties will implement a forum in which to discuss, review and recommend procedures to strengthen their government-to-government relationship. This MOU also provides a foundation for subsequent agreements between the parties that address specific tasks or resolve specific issues.

The parties recognize the contributions, both unique to and shared by the parties, that each make to the broad cultural, economic and historical heritage of the Kitsap Peninsula. Better communication and more systematic opportunities to work and celebrate together will encourage respect and understanding of the parties' different cultures, link people to their heritage, foster a sense of place, deepen community pride, encourage civility and empathy, and offer hope for the future.

The parties acknowledge that actions by the Tribe or by the City can affect aquatic habitats, fisheries, cultural resources, security or the economic well being of the parties. Dialog on these issues will alleviate misunderstandings and potential conflict and foster an environment of mutual protection of both parties' natural, cultural and economic resources.

The parties recognize that the Tribe has a vital economic, cultural and spiritual interest that may be affected by City activities. The parties further recognize the City's own economic and cultural interests which may be influenced by activities of the Tribe. Communication on these matters will foster a mutual understanding of what each community brings to the region as a whole.

The parties acknowledge that success in achieving these respective goals, responsibilities and interests require an express commitment by the parties to these goals and it is therefore in the interests of both parties to establish a process that facilitates cooperation between the parties and provides methods for better communication, continued education and resolution of various issues.

The parties recognize that implementation of this MOU may require educational efforts to promote understanding of the government-to-government relationship within their respective organizations and with the public.

IMPLEMENTATION

PROVISIONS AND DUTIES OF INTERGOVERNMENTAL COMMITTEE

Formation: The Tribe and City will form an Intergovernmental Committee ("Committee") to be comprised of elected officials of each party and their designated representatives. The Tribe and City recognize the Committee as the appropriate forum to review and discuss issues of mutual concern and propose specific agreements to their respective governments that outline actions, initiatives and policies to resolve issues of mutual concern. The Committee shall be formed and conduct its first meeting within sixty (60) calendar days of the date this MOU is fully executed.

Membership: The Committee shall include two (2) elected officials from each party selected by and subject to removal and replacement by their respective governments. One Committee member from each party will be designated by its government to serve as a co-chair of the Committee. The co-chairs will set meeting dates and places, develop agendas and produce and distribute materials required for meetings. When a Committee member cannot attend a meeting, he or she may send a designated representative to the meeting. The designated representative may be another elected official or a management level employee of the party. At or before the first meeting of the Committee, each party will provide written notification identifying its members and its designated representative. Designated representatives may attend any meeting of the Committee, whether or not he or she is attending as a member's designate.

Meetings: The Committee shall meet quarterly for two (2) years following the adoption of this MOU. The Committee may opt, by mutual agreement, to alter the frequency of meetings as circumstances warrant. At least three Committee members must be present to establish a quorum for a meeting at which business is transacted or motions are adopted. The Committee will record the minutes of each meeting, with the parties alternating this duty each quarter. The party recording the minutes will prepare draft minutes for review and approval by the Committee at its next meeting.

Scope of Issues: Matters brought before the Committee will be issues of intergovernmental interest to the Tribe and City and may include but are not limited to matters such as economic wellbeing, environmental protection, cultural events, cultural resources protection, fisheries and habitat restoration. The Committee will decide, based on mutual agreement, whether it will address a particular matter.

Decision-Making: The Committee shall have wide flexibility in the manner in which matters before the Committee are handled. The Committee will endeavor to achieve consensus on matters requiring action by their respective governments. When deemed useful, the Committee may engage a qualified and neutral individual to serve as a facilitator for a meeting or series of meetings. Any facilitator must be jointly selected with costs shared equally by both parties.

Technical Subcommittees: The Committee may elect to delegate specific technical issues to subcommittees for information gathering, study, and/or analysis. The composition, scope and responsibilities of the subcommittees will be determined by mutual agreement of the Committee at the time it decides to form such a subcommittee.

Amendment Procedures: The provisions of this MOU may be amended by mutual written agreement of the parties duly executed by the lawfully authorized officers or officials of each party.

SOVEREIGNTY AND DISCLAIMERS

Each party respects the sovereignty of the other party. In executing this MOU, no party waives any rights, including treaty rights, immunities or jurisdiction. This MOU does not diminish any rights or protections; rather it seeks to strengthen the parties' collective ability to successfully resolve issues of mutual concern.

While the relationship described in this MOU provides increased ability to solve problems, it is not expected to resolve all issues. Inherent in the relationship is the right of each of the parties to elevate an issue of importance to its decision-making authority. Consistent with intergovernmental courtesy, a decision to elevate an issue of importance to its decision-making authority will only be made after reasonable written notification to the other party. Upon receipt of the notice, the Committee will cease any activity on the matter and the governing bodies of the parties shall directly address the matter if mutually desired.

TERMINATION OF AGREEMENT

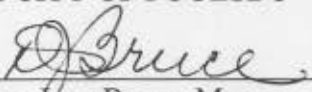
Either party may terminate this MOU upon one hundred twenty (120) calendar days written notice. Recommendations made by the Committee and all specific agreements executed by the parties during the term of this MOU shall survive the termination of this MOU and shall be binding on both parties and their successors.

EFFECTIVE DATE

This MOU shall become effective upon authorized signatures by the parties below.

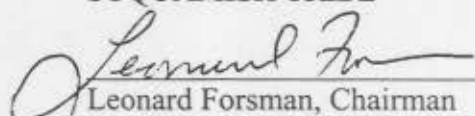
Dated: 12-14-05

THE CITY OF POULSBO


Donna Jean Bruce, Mayor

Dated: 12/14/05

SUQUAMISH TRIBE


Leonard Forsman, Chairman

Attested to by:


Linda Holt, Secretary

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **MOU w/Suquamish Tribe for Impact Mitigation Fund Grant**

CONFORM AS TO DATES & SIGNATURES

- (X) Passed by the City Council: 10/17/2007
- (X) Effective: 10/19/2007 for impacts in 2005 and 2006
- () Recorded:

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- () City Attorney
- (1) Clerk's Department: Original
- (1) Finance: Jana Brown has copy for grant file
- () Mayor
- () Municipal Court
- () MRSC
- () Parks/Recreation:
- () Planning/Building:
- (1) Police: Interim Chief Evans has copy
- () Public Works:
- () PW/Engr:
- (1) Bookshelf Contracts Copy
- () File #
- () Indexing
- (1) Jill - Contract (for scanning)
- (1) Suquamish Tribe has original

Kj
City Clerk

10/25/2007
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUQUAMISH TRIBE AND THE CITY OF POULSBO
REGARDING IMPACT MITIGATION FUND GRANT**

I. Preamble

This Memorandum of Understanding (“Agreement”) is by and between the Suquamish Tribe, a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 (25 U.S.C. Section 476), (“Tribe”) and City of Poulsbo, a city organized under RCW 34 (“Poulsbo”).

This Agreement is entered into in compliance with Section XIV.C.1 of the Tribal-State Compact for Class III Gaming Between the Suquamish Tribe and the State of Washington, dated January 26, 1995, effective March 31, 1995, by order of the Bureau of Indian Affairs, United States Department of the Interior (“Tribal-State Compact”), and pursuant to the Constitution and Bylaws of the Suquamish Tribe Article III, Section (a), 25 U.S.C. 81, and RCW 39.34.

II. Recitals

A. The Tribal-State Compact provides for the Tribe to withhold and disburse a maximum of 2.0% of the Net Win from its Class III gaming operation for the purpose of assisting local agencies affected by the Tribe’s Class III gaming operation based on documented costs.

B. In accordance with the Tribal-State Compact, the Community Impact Mitigation Fund Committee (“Committee”) convened to review eligible grant applications for impact mitigation fund grants and to determine the grant recipients and the amount of each grant award.

C. On May 22, 2007, the Committee awarded the City of Poulsbo Police Department an Impact Mitigation Grant in the total sum of \$20,000 to compensate for impacts occurring in the calendar years 2005 and 2006.

D. To comply with a condition precedent to the disbursement of any moneys granted pursuant to Section XIV.C.1 of the Tribal-State Compact, the Suquamish Tribe and Poulsbo desire to enter into an agreement stating the terms and conditions for the disbursement, receipt and use of the Impact Mitigation Fund grant.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

III. Agreement

1. Definitions. As used in this Agreement:

Suquamish Tribe/City of Poulsbo Police Dept.
Impact Mitigation Grant MOU for 2005 and 2006

“Impact Mitigation Fund” means the fund established by the Tribe for the purpose of providing financial assistance to local agencies affected by the Tribe’s Class III gaming operation based on documented costs. This fund shall be established with the Tribe’s withholding of a maximum of 2.0% of the Net Win from its Class III gaming operation.

“Impact Mitigation Fund Committee” or **“Committee”** established under Section XIV.C.1 of the Tribal-State Class III Gaming Compact, whose purposes are to determine what, if any impacts have occurred within the county, neighboring cities and on the Port Madison Indian Reservation from the Tribe’s Class III gaming operation; to determine who provided the services which were impacted; and, to distribute grants from the Impact Mitigation Fund to public agencies and governmental bodies who establish and quantify such impacts.

“Net Win” means the total amount of the Tribe’s gross Class III gaming revenue after prizes and winnings have been paid out. Net Win, as defined here, specifically excludes satellite wagering revenues, Class II gaming revenues, and non-gaming revenues such as, but not limited to food, beverage, wholesale and retail sales.

2. Jurisdiction. Nothing in this Agreement shall be construed to cede any jurisdiction of either party, modify the laws of either party, modify the legal rights of any person, accomplish any act violative of State or Federal law or subject the parties to any liability to which they would not otherwise be subjected to by law.

3. Award of Impact Mitigation Fund Grant. Upon the full execution of this Agreement, Poulsbo Police Department shall be assured of a share of money from the Tribe's 2005 and 2006 Impact Mitigation Fund in the total grant amount of twenty thousand dollars (\$20,000.00).

4. Payment. Distribution of this Grant shall be made by the Tribe to Poulsbo through one single payment made upon full execution of this Agreement.

5. Use of Funds. This Grant is awarded to Poulsbo for the purchase of on-person or in-vehicle police encounter audio-video systems. Poulsbo shall use these grant funds for these purposes only and shall not use these funds to supplant other funding for its police operations.

6. Report On and Record of Use of Grant Funds. Poulsbo shall maintain accurate records of its use of its grant funds and make such records available to the Committee upon request.

7. Limited Waiver of Sovereign Immunity. Poulsbo hereby grants a limited waiver of sovereign immunity to suit solely for with respect to claims asserted by the Tribe against it for specific performance of this Agreement.

8. Venue, Consent to Jurisdiction. Venue for any dispute between the Tribe and Poulsbo regarding this Agreement shall be the United States Federal District Court for the Western District of Washington, at Seattle. Poulsbo consents to personal jurisdiction of the Federal Court

Suquamish Tribe/City of Poulsbo Police Dept.
Impact Mitigation Grant MOU for 2005 and 2006

for the limited purposes of hearing disputes related to this Agreement. Any party bringing suit in the above Court will do so only upon reasonable belief that the court is competent to hear its claim or claims. Suit may otherwise be brought in any court of competent jurisdiction.

9. Duration/Termination of Agreement. The Tribe shall have the right to unilaterally terminate this Agreement with thirty (30) days written notice in the event it closes its Class III gaming operation permanently or for longer than ninety (90) days. The expiration or termination of this Agreement shall absolve the Tribe from any obligation to make payments to Poulsbo, beyond payments already received by Poulsbo prior to the expiration or termination.

10. Non-renewable Grant. The Grant is non-renewable. Nothing in this Agreement prohibits Poulsbo from filing an application with the Committee or receiving grant funds in any subsequent year.

11. Notices. Any notice to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the following addresses:

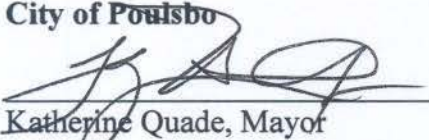
To the Tribe or Committee:
Chairman
Suquamish Tribe
P.O. Box 498
Suquamish, WA 98392

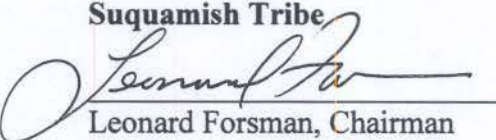
To City of Poulsbo:
Mayor
City of Poulsbo
P. O. Box 98
Poulsbo, WA 98370

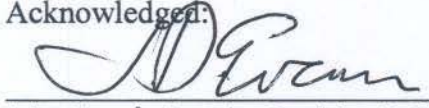
With a copy to:
Chief of Police
City of Poulsbo
P.O. Box 98
Poulsbo, WA 98370

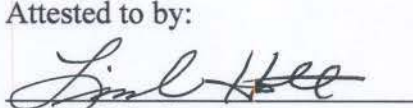
12. Amendments. This Agreement shall not be amended except in writing signed by both parties to the Agreement.

This Agreement is dated the 19th day of October, 2007.

City of Poulsbo

Katherine Quade, Mayor

Suquamish Tribe

Leonard Forsman, Chairman

Acknowledged:

Jake Evans, Interim Poulsbo Police Chief

Attested to by:

Linda Holt, Secretary

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: Suquamish Tribe – Impact Mitigation Fund Grant (MOU)

CONFORM AS TO DATES & SIGNATURES

- Approved by the City Council: N/A
- Completion: December 31, 2011 (For Years 2009 & 2010)
- Recorded: N/A

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

Jill A. Boltz
City Clerk

July 3, 2013
Date



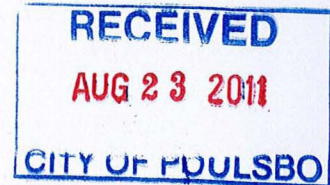
THE SUQUAMISH TRIBE

OFFICE OF TRIBAL ATTORNEY

DAVID BOURNE, LEGAL & LITIGATION ASST.

Post Office Box 498
Suquamish, WA 98392-0498
Phone (360) 394-8497
Fax (360) 598-4293

August 22, 2011



Mayor Becky Erickson
City of Poulsbo
P.O. Box 98
Poulsbo, WA 98370

RE: 2009-2010 Impact Mitigation Grant Memorandum of Agreement

Dear Mayor Erickson,

Enclosed please find two originals of the 2009-2010 Impact Mitigation Grant Memorandum of Agreement between the Suquamish Tribe and the City of Poulsbo. Please have it signed by the persons listed in the signature block, return both originals to me and I will begin the process to get the release of the grant funds. Please call me at (360) 394-8497 if you have any questions. Also, please shred any previous memorandums of this agreement you may have received.

Cordially,

David Bourne
Legal and Litigation Assistant
to Michelle Hansen

Encl.

CONTRACT DOCUMENTS

RECEIVED
SEP 06 2011

CITY OF POULSBO
ENGINEERING

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUQUAMISH TRIBE AND THE CITY OF POULSBO
REGARDING IMPACT MITIGATION FUND GRANT**

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II. Recitals

A. The Tribal-State Compact provides for the Tribe to withhold and disburse a maximum of 2.0% of the Net Win from its Class III gaming operation for the purpose of assisting local agencies affected by the Tribe’s Class III gaming operation based on documented costs.

B. In accordance with the Tribal-State Compact, the Community Impact Mitigation Fund Committee (“Committee”) convened to review eligible grant applications for impact mitigation fund grants and to determine the grant recipients and the amount of each grant award.

C. On June 23, 2011, the Committee awarded the City of Poulsbo Police Department an Impact Mitigation Grant in the total sum of \$16,500 to compensate for impacts occurring in the calendar years 2009 and 2010.

D. To comply with a condition precedent to the disbursement of any moneys granted pursuant to Section XIV.C.1 of the Tribal-State Compact, the Suquamish Tribe and Poulsbo desire to enter into an agreement stating the terms and conditions for the disbursement, receipt and use of the Impact Mitigation Fund grant.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

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“Impact Mitigation Fund Committee” or **“Committee”** established under Section XIV.C.1 of the Tribal-State Class III Gaming Compact, whose purposes are to determine what, if any impacts have occurred within the county, neighboring cities and on the Port Madison Indian Reservation from the Tribe’s Class III gaming operation; to determine who provided the services which were impacted; and, to distribute grants from the Impact Mitigation Fund to public agencies and governmental bodies who establish and quantify such impacts.

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2. Jurisdiction. Nothing in this Agreement shall be construed to cede any jurisdiction of either party, modify the laws of either party, modify the legal rights of any person, accomplish any act violative of State or Federal law or subject the parties to any liability to which they would not otherwise be subjected to by law.

3. Award of Impact Mitigation Fund Grant. Upon the full execution of this Agreement, Poulsbo Police Department shall be assured of a share of money from the Tribe's 2009 and 2010 Impact Mitigation Fund in the total grant amount of sixteen thousand five hundred dollars (\$16,500.00).

4. Payment. Distribution of this Grant shall be made by the Tribe to Poulsbo through one single payment made upon full execution of this Agreement.

5. Use of Funds. This Grant is awarded to Poulsbo to partially fund the purchase of two police vehicles. Poulsbo shall use these grant funds for these purposes only and shall not use these funds to supplant other funding for its daily operations or equipment purchases.

6. Report On and Record of Use of Grant Funds. Poulsbo shall maintain accurate records of its use of its grant funds and make such records available to the Committee upon request.

7. Limited Waiver of Sovereign Immunity. Poulsbo hereby grants a limited waiver of sovereign immunity to suit solely for with respect to claims asserted by the Tribe against it for specific performance of this Agreement.

8. Venue, Consent to Jurisdiction. Venue for any dispute between the Tribe and Poulsbo regarding this Agreement shall be the United States Federal District Court for the Western

Suquamish Tribe/City of Poulsbo Police Dept.
Impact Mitigation Grant MOU for 2009 and 2010

District of Washington, at Seattle. Poulsbo consents to personal jurisdiction of the Federal Court for the limited purposes of hearing disputes related to this Agreement. Any party bringing suit in the above Court will do so only upon reasonable belief that the court is competent to hear its claim or claims. Suit may otherwise be brought in any court of competent jurisdiction.

9. Duration/Termination of Agreement. The Tribe shall have the right to unilaterally terminate this Agreement with thirty (30) days written notice in the event it closes its Class III gaming operation permanently or for longer than ninety (90) days. The expiration or termination of this Agreement shall absolve the Tribe from any obligation to make payments to Poulsbo, beyond payments already received by Poulsbo prior to the expiration or termination.

10. Non-renewable Grant. The Grant is non-renewable. Nothing in this Agreement prohibits Poulsbo from filing an application with the Committee or receiving grant funds in any subsequent year.

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Suquamish Tribe
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Suquamish, WA 98392

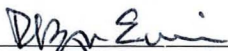
To City of Poulsbo:
Mayor
City of Poulsbo
P. O. Box 98
Poulsbo, WA 98370

With a copy to:
Chief of Police
City of Poulsbo
P.O. Box 98
Poulsbo, WA 98370

12. Amendments. This Agreement shall not be amended except in writing signed by both parties to the Agreement.

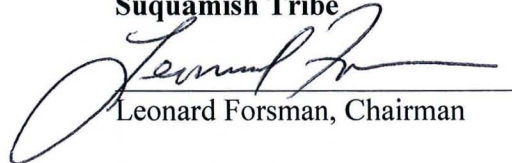
This Agreement is dated the _____ day of August, 2011.

City of Poulsbo



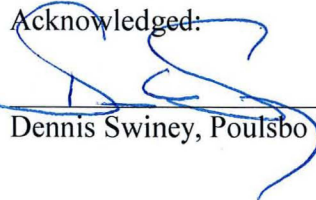
Becky Erickson, Mayor

Suquamish Tribe



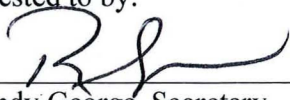
Leonard Forsman, Chairman

Acknowledged:



Dennis Swiney, Poulsbo Police Chief

Attested to by:



Randy George, Secretary

Suquamish Tribe/City of Poulsbo Police Dept.
Impact Mitigation Grant MOU for 2009 and 2010