

**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

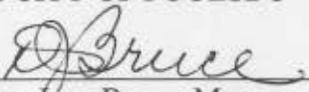
Either party may terminate this MOU upon one hundred twenty (120) calendar days written notice. Recommendations made by the Committee and all specific agreements executed by the parties during the term of this MOU shall survive the termination of this MOU and shall be binding on both parties and their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

EFFECTIVE DATE

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

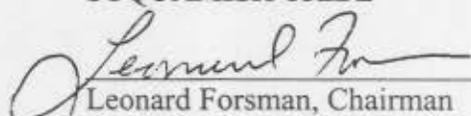
Dated: 12-14-05

THE CITY OF POULSBO


Donna Jean Bruce, Mayor

Dated: 12/14/05

SUQUAMISH TRIBE


Leonard Forsman, Chairman

Attested to by:


Linda Holt, Secretary