

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: MOU - Suquamish Tribe - Impact Mitigation Fund Grant - 2015

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 07/07/2015
- Approved by the City Council:
- Completion:
- Recorded:
- Certificate of Liability:

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department:
- Mayor

Nicole Stephens

City Clerk

08/17/2015

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 (“Poulsbo”).

This Agreement is entered into pursuant to 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 directly impacted 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 17, 2015 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 year 2013 and 2014.

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:

“**Impact Mitigation Fund**” means the fund established by the Tribe for the purpose of

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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 2013 and 2014 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. Poulsbo shall apply any and all grant sums received pursuant to this Agreement to help offset asserted impacts to its police department from the operation of the Tribe's Class III gaming operation. These grant funds shall not be used by Poulsbo to supplant existing 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. 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

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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.

9. 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.

10. 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
200 NE Moe St.
Poulsbo, WA 98370

With a copy to:
Chief of Police
City of Poulsbo
200 NE Moe St.
Poulsbo, WA 98370

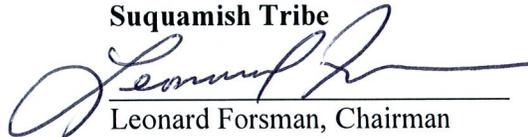
11. Amendments. This Agreement shall not be amended except in writing signed by both parties to the Agreement.

This Agreement is dated the 7th day of July, 2015.

City of Poulsbo


Becky Erickson, Mayor

Suquamish Tribe


Leonard Forsman, Chairman

Acknowledged:


Al Townsend, Poulsbo Police Chief

Attested to by:


Nigel Lawrence, Secretary