

AGREEMENT GCA-5414
Between
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
And
PORT MADISON ENTERPRISES

This AGREEMENT is entered into between PORT MADISON ENTERPRISES, hereinafter "PME," an independent agency chartered by the Suquamish Tribe of the Port Madison Indian Reservation, a federally recognized Indian Tribe, and the State of Washington, acting through the Washington State Department of Transportation, hereinafter the "STATE."

WHEREAS, PME's Board of Directors has, by Resolution number 07-42, authorized PME's Authorized Officers to sign this AGREEMENT and any and all documents necessary to its implementation, which resolution is attached hereto as Exhibit B and incorporated herein by this reference, and

WHEREAS, the STATE has an existing traffic signal and illumination system, collectively hereinafter "SYSTEMS," on SR 305 at the intersection of SR 305 and Suquamish Way NE and the road approach to PME's Clearwater Casino, and said SYSTEMS are subject to power interruptions due to inclement weather, and

WHEREAS, power interruptions to the SYSTEMS impact the traffic flow of the motoring public on SR 305 and Suquamish Way NE and the road approach to PME's Clearwater Casino, and

WHEREAS, PME and the STATE agree to construct an emergency power supply, hereinafter "EPS," to provide power for the SYSTEMS to reduce the duration of power interruptions and resulting impacts to traffic flow of the motoring public, a plan of which is attached hereto as Exhibit A and incorporated herein by this reference, and

WHEREAS, the STATE and PME wish to define roles and responsibilities for the ownership, construction, maintenance and operation of the EPS for the SYSTEMS,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 PME shall be responsible for providing emergency power for the STATE's SYSTEMS at no cost to the STATE.

1.2 The STATE shall provide, if available, power from the STATE's existing signal service to the EPS for charging starter batteries and heating the generator engine at no cost to PME.

1.3 Portions of the EPS located outside of the STATE's right-of-way shall remain the sole property of PME. PME shall be solely responsible for the maintenance of any portion of the EPS that is located off STATE right-of-way, and PME shall be solely responsible for the costs associated with such maintenance.

1.4 Portions of the EPS located on the STATE's right-of-way shall become the property of the STATE. The STATE shall be solely responsible for the maintenance of any portion of the EPS that is located on STATE right-of-way, and STATE shall be solely responsible for the costs associated with such maintenance. Notwithstanding anything to the contrary herein, nothing in this Agreement shall alter or change the ownership of any equipment or property currently located in the right-of-way.

1.5 The STATE will train PME employees on the proper steps for switching power sources between Puget Sound Energy and the EPS a maximum of twice a year. Only those PME employees trained by the STATE are authorized to switch power sources. The STATE is responsible for the costs to provide trainers. PME is responsible for trainee costs.

1.6 In the event of a power failure, a STATE-trained employee of PME will:

1.6.1 Verify the SYSTEMS are not operating due to a power failure.

1.6.2 Energize the EPS.

1.6.3 Switch the SYSTEMS power source from Puget Sound Energy to the EPS.

1.6.4 Notify the Olympic Region Traffic Management Center (253-536-6022) of the actions taken.

1.6.5 Check for the restoration of power on a regular basis during a power outage and maintain the fuel supply to the EPS.

1.7 Once power from Puget Sound Energy has been restored, a STATE-trained employee of PME will:

1.7.1 Switch the SYSTEMS power source from the EPS to Puget Sound Energy.

1.7.2 De-energize the EPS.

1.7.3 Notify the Olympic Region Traffic Management Center (253-536-6022) of the actions taken.

1.8 In absence of a STATE-trained PME employee, the STATE may, but is not required to, energize the EPS and switch the SYSTEMS power source in accordance with Sections 1.6 and 1.7 of this AGREEMENT. The STATE will notify PME's Agreement Manager of its actions, if any are taken.

2. CONSTRUCTION

2.1 PME shall submit drawings and specifications for the EPS and traffic control plans needed for construction, collectively hereinafter "PLANS," to the STATE's Olympic Region Traffic Office for review and approval. Construction shall not begin before the PLANS are approved by the STATE. The STATE shall have a minimum of three (3) weeks for review and consideration of the PLANS.

2.2 PME shall construct the EPS South of the existing junction box on STATE right of way shown in Exhibit A in accordance with the STATE approved PLANS. Adequate length of wire shall extend from this junction box to connect to the existing service cabinet also shown in Exhibit A. PME shall not impact traffic. No materials or equipment will be located above ground within ten (10) feet of the traffic lane. PME shall be solely responsible for all costs associated with EPS construction South of the junction box.

2.3 PME shall provide wire, conduit, fittings, transfer switch, and post for the transfer switch to complete the EPS to the STATE. PME shall be solely responsible for all costs associated with providing these items.

2.4 The STATE will construct the EPS North of the existing junction box shown in Exhibit A, inspect the completed EPS and connect the EPS to the SYSTEMS. STATE inspection shall be solely for the benefit of the STATE and not for PME or any third party. The STATE shall be solely responsible for costs associated with EPS construction North of the junction box, inspection of the completed EPS, and connection to the STATE's SYSTEMS, except for the costs to provide items per Section 2.3.

3. REPRESENTATIVES

3.1 The Agreement Manager for each of the Parties shall be responsible for and shall be the contact person for all communications under this AGREEMENT. Should either Party choose to change its Agreement Manager, written notification is required to the other Party, identifying the new Agreement Manager, address, and phone number.

The Agreement Manager for PME is:

Russell Steele
CEO
Port Madison Enterprises
15347 Suquamish Way NE
Suquamish, WA 98392
(360) 598-8711

The Agreement Manager for the STATE is:

Steve Kim
Olympic Region Traffic Office
5720 Capitol Blvd. SE
Tumwater, WA 98501-6703
(360) 357-2670

4. TERM OF AGREEMENT

- 4.1 The term of this AGREEMENT shall begin on the date last entered below, and end by written notice of termination by either Party.
- 4.2 Either the STATE or PME may terminate this AGREEMENT for any reason upon sixty (60) calendar days written notice to the other Party.
- 4.3 Upon termination by either Party, the Parties agree that the STATE may remove all EPS materials from the STATE right-of-way at STATE expense.

5. RIGHT OF ENTRY

- 5.1 Upon notification to and approval by PME's Agreement Manager, the STATE may enter upon the lands owned by PME or the Suquamish Tribe where the Suquamish Clearwater Casino Resort is located for the purpose of energizing and/or inspecting the EPS. Prior approval is not required when the STATE energizes the EPS in accordance with Section 1.8 of this AGREEMENT.
- 5.2 The STATE hereby grants to PME the right of entry upon all land in which the STATE has interest for the purpose of constructing, operating, and maintaining the EPS and switching power between the Puget Sound Energy and the EPS.

6. DISPUTE RESOLUTION

- 6.1 In the event a dispute arises under this AGREEMENT between the STATE and PME, the Parties agree that they shall attempt to resolve such dispute by in-person consultation between a representative of the STATE and a representative of PME. If consultation does not lead to final resolution of the dispute, the Parties agree to mediate their dispute before a mediator mutually agreed upon by the Parties.

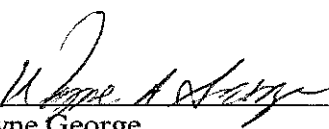
7. INDEPENDENT CAPACITY

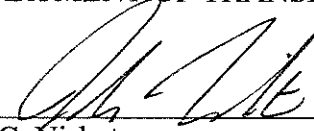
7.1 The employees or agents of each Party who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the day and year last below written.

PORT MADISON ENTERPRISES:

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION:

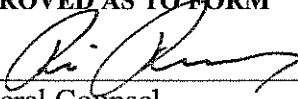
By: 
Wayne George
President, PME

By: 
John C. Nisbet
Asst. Olympic Region Administrator
For Operations

Date: _____

Date: 2/01/08

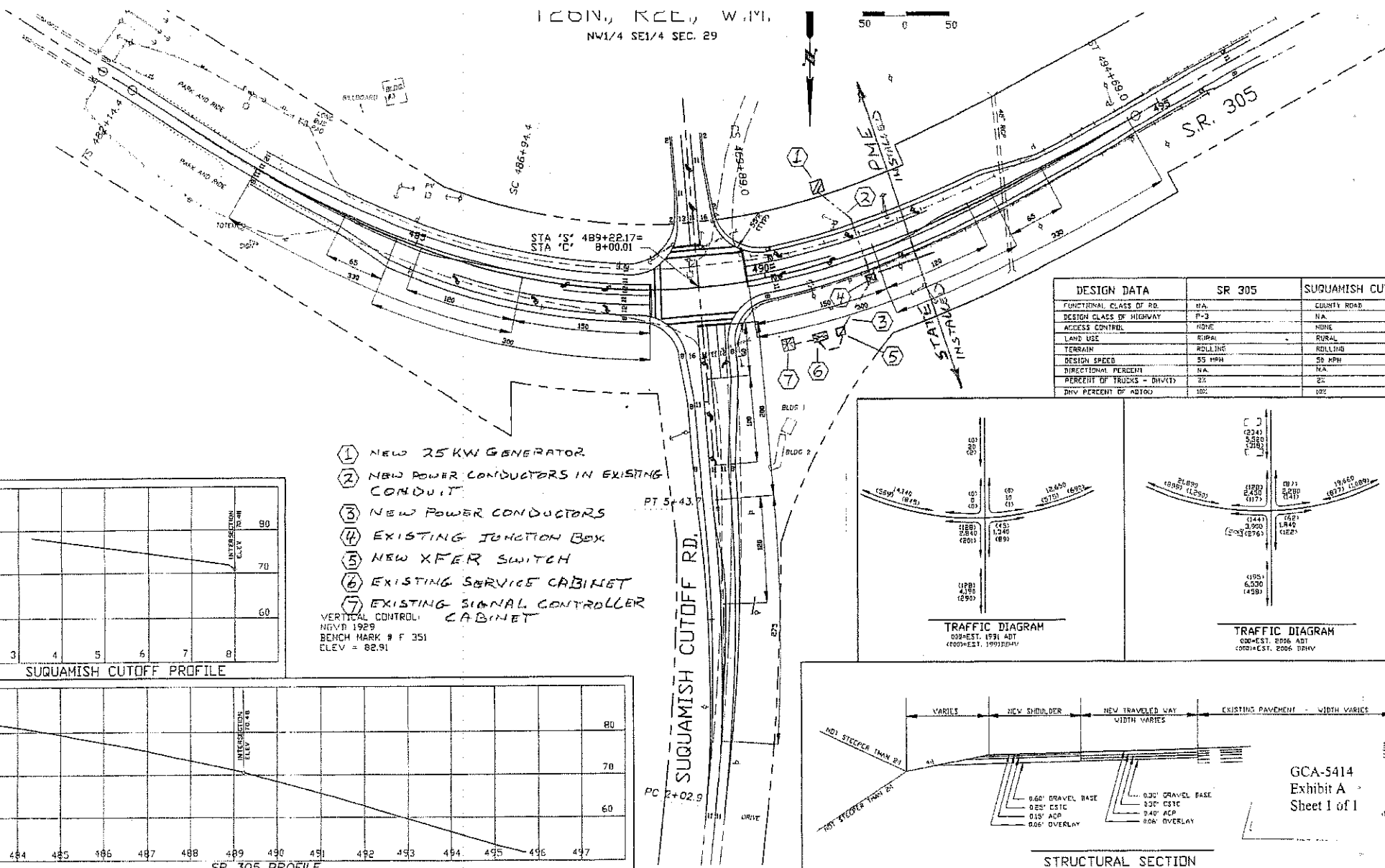
APPROVED AS TO FORM

By: 
General Counsel

Date: 1/25/08

120N., R2E., W.1/4,
NW1/4 SE1/4 SEC. 29

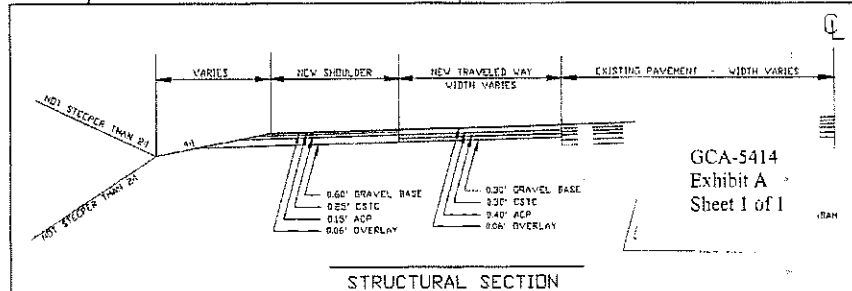
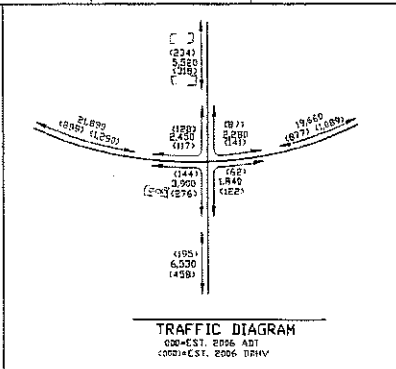
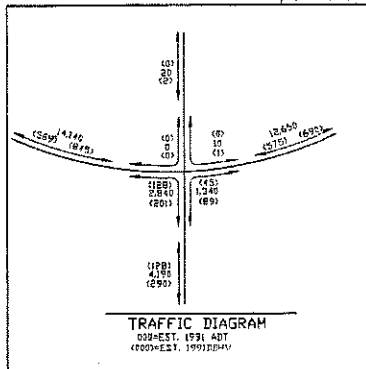
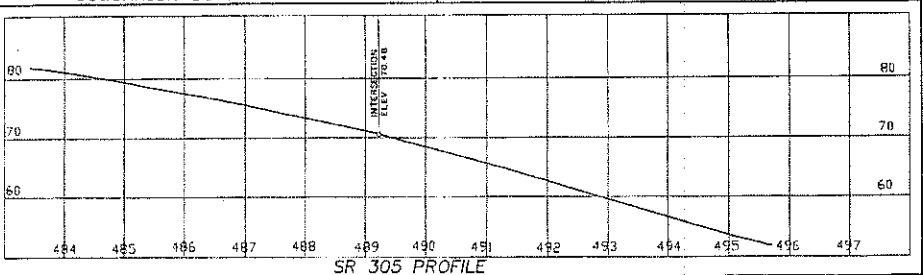
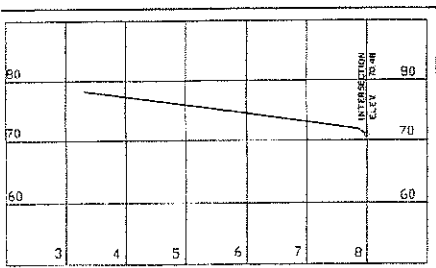
50 0 50



DESIGN DATA	SR 305	SUQUAMISH CUTOFF
FUNCTIONAL CLASS OF RD.	N.A.	COUNTY ROAD
DESIGN CLASS OF HIGHWAY	P-3	N.A.
ACCESS CONTROL	NONE	NONE
LAND USE	RURAL	RURAL
TERRAIN	ROLLING	ROLLING
DESIGN SPEED	55 MPH	55 MPH
DIRECTIONAL PERCENT	N.A.	N.A.
PERCENT OF TRUCKS = DIV(T)	2%	2%
TRUCK PERCENT OF ADT(D)	10%	10%

- ① NEW 25 KW GENERATOR
- ② NEW POWER CONDUCTORS IN EXISTING CONDUIT
- ③ NEW POWER CONDUCTORS
- ④ EXISTING JUNCTION BOX
- ⑤ NEW XFER SWITCH
- ⑥ EXISTING SERVICE CABINET
- ⑦ EXISTING SIGNAL CONTROLLER CABINET

VERTICAL CONTROL:
NGVD 1929
BENCH MARK # F 351
ELEV = 82.91



GCA-5414
Exhibit A
Sheet 1 of 1

DESIGNED BY: S. THOMAS	MAR 20 1997	PERM No. 10	FED AID PROJ. NO. WASH	HIGHWAY DIVISION	Washington State Department of Transportation	PLAN FOR APPROVAL	DATE: MARCH 1997
ENTERED BY: S. THOMAS					SKILLINGS & CHAMBERLAIN INC	SR 305 AGATE PASS TO POULSBO SUQUAMISH ROAD 1/S M.P. 7.19	SHEET 1 OF 1
CHECKED BY: P. SHEA							
PRJ. ENGR: P. SHEA							

PORT MADISON ENTERPRISES
PORT MADISON INDIAN RESERVATION

RESOLUTION NO 07-42

WHEREAS, Port Madison Enterprises (“**PME**”) is an independent agency chartered by the Suquamish Tribe of the Port Madison Indian Reservation (“**Tribe**”), a federally recognized Indian Tribe which is organized and governed by an elected Tribal Council (“**Council**”) pursuant to the Constitution and Bylaws of the Tribe, as amended and approved by the Under Secretary of Interior on July 2, 1965 (“**Constitution**”);

WHEREAS, PME is governed by a Board of Directors (“**Board**”) and is responsible for conducting commercial activities for and on behalf of the Tribe, as codified in Title 4, Chapter 11 of the Suquamish Tribal Code (“**PME Charter**”);

WHEREAS, Section 11.4.13(4) of the PME Charter delegates PME the authority to enter into contracts consistent with its approved Annual Plan;

WHEREAS, PME owns and operates the Suquamish Clearwater Casino (“**Casino**”) located on the Port Madison Indian Reservation of the Suquamish Tribe;

WHEREAS, the Washington State Department of Transportation (“**WSDOT**”) has an existing signal and illumination system (“**Systems**”) at the intersection of SR 305 and Suquamish Way NE on the road to the Casino which is subject to power interruptions due to inclement weather;

WHEREAS, power interruptions to the Systems impact the traffic flow and safety of the motoring public on SR 305 and Suquamish Way NE and the road to approach the Casino;

WHEREAS, PME agrees to construct an emergency power supply (“**EPS**”) to provide power to the Systems to reduce the duration of power interruptions and resulting impacts to traffic flow of the motoring public;

WHEREAS, PME and WSDOT wished to define roles and responsibilities for the construction, maintenance and operation of the EPS and Systems;

WHEREAS, a true and correct copy of the draft Agreement GCA-5414 between the WSDOT and PME (the “**Agreement**”) have been prepared and submitted to the Board and have been filed with the Board Secretary;

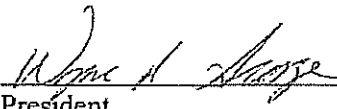
WHEREAS, the Board has reviewed and discussed the proposed Agreement as presented and has found the purposes of the Agreement to be consistent with PME’s approved 2007 Annual Plan.

NOW THEREFORE, BE IT RESOLVED BY PME, acting pursuant to an affirmative vote of its Board of Directors, at a regular meeting thereof, that:

1. PME hereby authorizes and approves the Agreement.
2. The President, Vice President, Secretary/Treasurer of PME, (each an “**Authorized Officer**” and collectively, the “**Authorized Officers**”), are each authorized, empowered and directed to negotiate, enter into, execute and deliver for and behalf of PME any documents necessary to effectuate the Agreement, including those documents, instruments and agreements necessary to give effect to the Agreement, together with such other documents, instruments and agreements that any such Authorized Officer may deem necessary or appropriate to carry out the purposes and intents of this Resolution. Those documents, instruments and agreements necessary to give effect to the Agreement, shall be in such form and shall be approved by the Authorized Officer or Authorized Officers executing such documents, instruments, or agreements, upon the advice of counsel, such approval to be evidenced by the execution thereof.
3. Each Authorized Officer is further authorized, empowered and directed to take or direct to be taken such further and additional action as such Authorized Officer reasonably determines to be necessary or appropriate and in the interest of PME to complete the transactions and arrangements contemplated in connection with the Agreement and to carry out the purposes and intent of this Resolution.
4. All acts and deeds previously undertaken by an Authorized Officer or other authorized representatives of PME for and on behalf of PME in carrying out the terms, purposes and intentions of this Resolution are hereby ratified and confirmed.

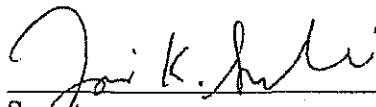
CERTIFICATION

The foregoing Resolution was duly adopted on September 17, 2007, at a meeting of the PME Board at which a quorum was present, by a vote of 6 for and 0 against, with 0 abstention(s), in accordance with and pursuant to the authority vested in it by the PME Charter as indicated in the body hereof.



President

Attested to by:



Secretary