

"In the Spirit of Cooperation"

MEMORANDUM OF UNDERSTANDING

Between

THE NEZ PERCE TRIBE

AND

**THE NORTH CENTRAL IDAHO JURISDICTIONAL
ALLIANCE**

This Memorandum of Understanding ("MOU") is being made by and between the Nez Perce Tribe, a federally recognized Indian Tribe pursuant to the Treaties of 1855, 1863 and 1868 and organized under the Nez Perce Constitution of 1948 ("Tribe"), and the North Central Idaho Jurisdictional Alliance ("Alliance"), a group formed in December 1996 of twenty-three (23) local political subdivisions of the State of Idaho ("State"), including Clearwater County, Idaho County, Lewis County, the City of Kamiah, the City of Craigmont, the City of Elk River, the City of Kooskia, the City of Stites, the City of Orofino, the City of Reubens, the City of Winchester, the City of Nezperce, the Highland School District (#305), the Kamiah School District (#304), the Nezperce School District (#302), Central Highway District, Evergreen Highway District, Prairie Highway District, Kamiah Highway District, Kidder-Harris Highway District, North Highway District, Winona Highway District, and Greencreek Highway District ("Alliance Members"). The Tribe and the respective members of the Alliance shall herein be collectively referred to as the "Governments".

ACKNOWLEDGEMENTS

WHEREAS, the Governments are committed to the future of North Central Idaho;

WHEREAS, as representative Governments, we have people who we are obligated to serve and protect;

WHEREAS, the people of North Central Idaho have certain common and intertwined interests, including, but not limited to, strong families, healthy cultures and communities, economic well-being, a clean environment, maintenance of public safety, essential public services, and quality education;

WHEREAS, as representative Governments, service to the people requires that we assert rights and responsibilities of jurisdiction that are not relinquished by this agreement;

WHEREAS, from time to time, conflicts of jurisdiction arise in serving the people's interests in areas such as law enforcement, employment, taxation, economic development, due process and representation, education, natural resources, public service provision, land use, fish and wildlife, healthcare, and environmental protection.

WHEREAS, it is in the interests of the people of North Central Idaho that conflicts of jurisdiction be resolved quickly and efficiently;

WHEREAS, on January 24-25, 2002, officials of the Governments participated in Harvard University's Executive Education workshops on building intergovernmental relations and subsequently the Governments have established the Intergovernmental Working Group ("IWG"), which has been engaged in monthly meetings since March 8, 2002;

WHEREAS, in service to the people of North Central Idaho, the Governments wish to continue building their government-to-government relations in order to prevent jurisdictional disputes from paralyzing productive and respectful relations for present and future generations.

FRAMEWORK FOR BUILDING GOVERNMENT-TO-GOVERNMENT RELATIONSHIPS

It is the Governments' intention that productive and respectful government-to-government relations be based upon the following principles:

1. Conflicts of jurisdiction that may from time to time arise should be resolved through productive cooperation and with a minimum of intergovernmental dispute and litigation.
2. Mutually-agreed upon cooperative agreements, memoranda of understanding, and similar instruments of cooperation are appropriate means of establishing respective roles and responsibilities in intergovernmental relations and undertakings that may arise from time to time.
3. When shared interests warrant, joint and cooperative efforts should be undertaken in dealings and interactions with other governmental and non-governmental entities.

IMPLEMENTATION

1. Primary responsibility for implementation and oversight of this MOU shall rest with the Intergovernmental Working Group (IWG).

2. The IWG shall serve as a primary forum that the Governments may use for enhancing intergovernmental relations, resolving intergovernmental disputes, and joining in mutually beneficial cooperation in service to the people of North Central Idaho.
3. The IWG shall be comprised of eight (8) members, four (4) from the Tribe and four (4) from the Alliance, with two (2) alternates each from the Tribe and the Alliance.
4. The IWG shall identify and investigate issues of concern to the Governments, establish Technical Working Groups (TWGs) on matters of mutual concern to the Tribe and the members of the Alliance, receive and review the reports and recommendations of TWGs, and develop and recommend solutions to the Governments in keeping with the intentions of this MOU.
5. The IWG shall investigate alternatives to litigation for resolving disputes between the Tribe and members of the Alliance, and shall recommend to the Governments such alternatives as may be appropriate.
6. Adoption and implementation of any recommendations of the IWG or TWGs shall rest solely with the respective Governments.
7. The IWG shall adopt those rules and procedures of its operation as may be necessary for it to carry out its duties and responsibilities under this MOU and as are lawful under each Government's respective authority.

TERM AND REVIEW PROCESS

1. This MOU shall become effective upon the date of its signing. This MOU shall be subject to revision upon each biennial anniversary of its adoption. Not less than six weeks prior to each biennial anniversary of the adoption of this MOU, the IWG shall report on the status of the MOU and make recommendations, if any, for its revision to the participating Governments.
2. In the event any participating Government to this MOU withdraws from this MOU, written notification shall be submitted to the IWG. This MOU shall remain in effect for all remaining participating Governments.

JURISDICTION AND RESERVATION OF RIGHTS

1. Nothing in this MOU shall limit or waive the regulatory authority or jurisdiction of the Governments.
2. No documents, materials, conversations, or other communications produced pursuant to the IWG's conduct of its duties and responsibilities can be used in any law suit or other judicial or legislative proceeding, unless such items are discoverable from records created in the course of business unrelated to the work of the IWG.

AGREEMENT

*In recognition of the interests of the people and our responsibilities as Governments, we do hereby enter into this Memorandum of Understanding for the building of productive and respectful government-to-government relations in North Central Idaho. In the spirit of cooperation we affix our signatures on this **6th day of December 2002.***

Samuel N. Penney, Chairman
Nez Perce Tribe

H.L. "Roy" Clay, Chairman
North Central Idaho Jurisdictional
Alliance