

# **POINT NO POINT TREATY COUNCIL**

## **CONSTITUTION**

Revised, April 19, 2004  
Jamestown and Port Gamble S'Klallam Tribes'  
Interim Document

**Ratified, April, 2006**

### VISION

*We, the Port Gamble S'Klallam, and the Jamestown S'Klallam Tribes, of the Point No Point Treaty Area, recognize the responsibility and need to protect and advance the treaty reserved hunting, fishing, and gathering rights of our Tribes. We further recognize that our inherent traditional and cultural rights constitute vital and irreplaceable resources for our future. These resources are essential for the social, cultural, and economic self-sufficiency and well being of our Tribal communities. We believe that in unity and mutual respect we can best accomplish our community goals, not only for the benefit of Indian people, but for all people.*

## TABLE OF CONTENTS

		PAGE NO.
ARTICLE I.	NAME, MEMBERSHIP, PURPOSE	1
ARTICLE II.	GOVERNING BODY	2
ARTICLE III.	OFFICERS OF THE BOARD OF DIRECTORS	7
ARTICLE IV.	COMMISSIONERS AND ALTERNATE COMMISSIONER(S) TO THE NORTHWEST INDIAN FISHERIES COMMISSION (NWIFC)	9
ARTICLE V.	EXECUTIVE DIRECTOR	10
ARTICLE VI.	COVENANTS	12
ARTICLE VII.	RATIFICATION	13

### TRIBAL RESOLUTIONS

#### RATIFICATION ATTACHMENT OF TRIBAL RESOLUTIONS

## ARTICLE I. NAME, MEMBERSHIP AND PURPOSE

### Section 1 – Name

The name of this organization shall be the Point No Point Treaty Council.

### Section 2 – Membership

Any Tribe, who is a political successor in interest to the Treaty of Point No Point, may become a member of the Point No Point Treaty Council. The Treaty Council was organized shortly after the United States District Court recognized and reaffirmed the treaty reserved fishing rights of several tribes in Western Washington in 1974. The member Tribes, the Port Gamble S’Klallam, and the Jamestown S’Klallam Tribes, are all signatories of the Treaty of Point No Point (1855), and are individual sovereign tribal government entities.

### Section 3 – Purpose (Mission)

The purpose of the Treaty Council and its programs is to assist member Tribes in the protection and management of natural resources and the rights reserved to them, and future generations, in the Treaty of Point No Point.

The Constitution is the governing document of the Point No Point Treaty Council. The Treaty Council is a fisheries management cooperative and a non-profit organization currently comprised of its two member Tribes who are located on the Olympic and Kitsap Peninsulas in the State of Washington.

### Section 4 - Sovereign Immunity

It is the intent of the member Tribes that the Point No Point Treaty Council be afforded the same protection of sovereign immunity as its member Tribes. The Point No Point Treaty Council operates solely for the joint-use and benefit of its member Tribes, and has no other purpose but to provide treaty rights protection and fish and wildlife resource management services for its member Tribes. The control of the Point No Point Treaty Council resides solely in the hands of its Board, comprised of the member Tribes’ delegates.

## ARTICLE II. GOVERNING BODY

### Section 1 - Tribal Delegates and Terms of Appointment

- (a) The governing body of the Point No Point Treaty Council shall be the Point No Point Treaty Council Board of Directors. The Board of Directors shall be comprised of two delegates appointed by each of the member Tribes in accordance with its own Constitution and laws. The term of appointment for each delegate shall normally be one year, with each appointment beginning at the first Board of Directors meeting of the calendar year and ending at the first meeting of the following calendar year.
- (b) In the event that a Tribe's governing body fails to appoint new delegates to the Board prior to the first meeting of the calendar year, the terms of the existing delegates shall automatically be extended until such time as the Tribe appoints new delegates.
- (c) Except as provided in paragraph (b) of this Section, at the first Board meeting of the calendar year, each Board Member shall present a resolution from his/her respective Tribe's governing body designating him or her as an official delegate. At the option of each Tribe, an alternate delegate may also be appointed and designated to attend meetings of the Board, and to vote only in the absence of one or more of his/her Tribe's official delegate.

### Section 2 - Quorum of the Treaty Council

- (a) A quorum will consist of at least one delegate, official or alternate, from each of the Tribes.
- (b) The Chairperson of each member Tribe shall be entitled to attend all meetings of the Point No Point Treaty Council Board of Directors, but shall exercise a vote only if the tribal Chairperson is also a delegate or when there are less than two of that Tribe's official or alternate delegates present.

### Section 3 - Newly Appointed Delegates

In the event that a member Tribe must replace an official or alternate delegate, the newly appointed delegate(s) shall provide a resolution from his/her tribal governing body at the first Board of Directors meeting he/she attends, so designating him or her a new delegate, and which former delegate he/she is replacing. The term of the newly appointed delegate(s) shall also expire on the first Board meeting of the calendar year, except as specified in part (b) of Section 1, above.



#### Section 4 - Employee Exclusion

No employee of the Point No Point Treaty Council shall serve as an official or alternate delegate on the Board of Directors.

#### Section 5 - Treaty Council Board Meetings

- (a) The Point No Point Treaty Council Board of Directors shall meet at least four times a year, on a quarterly basis, except for the July 1 - September 30th quarter which will be scheduled at the discretion of the Board. Meetings may be held as in-person or by remote communication, such as by the use of telephone conference calls.
- (b) Special meetings may be called by the Chairperson of the Board of Directors, the Treaty Council Director, or Chairperson of any of the member Tribes, upon not less than forty-eight (48) hours notice to each Board member. In the event of an emergency, the Chairperson of the Board of Directors or the PNPTC Director may convene a special meeting or telephone conference call upon twenty-four (24) hours notice
- (c) All meetings of the Point No Point Treaty Council Board are intended to be confidential. The purpose of the meetings is to ensure full and free expression of issues, problems, and other matters of interest of the member Tribes. In order to allow for such free flow of information, it is essential that the minutes of such meetings, if taken, be for the internal use only of the Point No Point Treaty Council, and its member Tribes. All meetings and documents generated by the staff for Board and other staff deliberations are likewise intended to be confidential to allow for the free expression of issues, future plans, and legal analysis that are essential to ensure compliance with the Treaty Council's policies and goals.

#### Section 6 - Voting Procedures

- (a) Each member Tribe has two votes, one vote per delegate.
- (b) When actions or decisions of the Board of Directors call for a vote approval, including the election of Treaty Council officers, it shall be by consensus vote. The following steps shall be followed when voting is required.

1 A consensus vote approves the action or decision.

2. No consensus will result in the issue being put on hold, until further discussion or a motion to conduct a vote to seek dispute resolution (of an action or decision) shall be made. When making a motion to seek dispute resolution the initiating party will provide a written description of the disputed issues. Dispute resolution (of the action or decision) occurs with a majority vote. Should a majority vote no, the Board will engage in a second discussion session within 14 days, followed by a third attempt (if necessary) to reach consensus.
  3. If no consensus is reached after three discussions, dispute resolution will automatically be invoked.
- (c) If dispute resolution is sought a meeting of the Tribal Chairs (a Tribal Chair may designate an alternate with appropriate authority) may be convened to resolve the disputed issues if agreed by consensus vote. The Tribal Chairs may also determine the use of either mediation or binding arbitration dispute resolution processes by a consensus vote among them. Parties are encouraged to continue efforts to resolve disputed issues even through formal mediation or arbitration proceedings. These proceedings will cease should resolution of the issue occur.
  - (d) The party making the motion to seek dispute resolution of a disputed issue will pay the costs associated with formal mediation or arbitration.
  - (e) Following an unsuccessful outcome of either mediation or non-binding arbitration, either party can choose to pursue any further action it desires as long as it does not conflict with any other provision of the Constitution. This would include the right to take court action, if the controversy arises under U.S. v. Washington, 9213. This document is not intended to execute a waiver of sovereign immunity.

#### Section 7 - Delegated Authority of the Treaty Council

- (a) Authority to regulate any fishery in the Point No Point Treaty Area, and to conduct and administer any program or activity, may be delegated to the Point No Point Treaty Council Board of Directors when all affected member Tribes, by written resolution of the tribal governing bodies, agree to such delegation. The delegation of authority shall remain in effect until rescinded, also by official written resolution of the tribal governing bodies. Copies of all respective resolutions shall be kept within Treaty Council administrative files and maintained as current by the Executive Director.



- (b) The Board of Directors shall be empowered to implement any authority herein or subsequently delegated, and, in furtherance thereof, to make rules, policies, and procedures; establish and eliminate position of employment; allocate contract funds; acquire and dispose of funds and property; and to hear and attempt to resolve disputes referred to it pursuant to Article VI. Section 4 of this Constitution.

Section 8 - Repeal of Delegated Authority of the Treaty Council

- (a) While each member Tribe retains its sovereign right to repeal any authority delegated to the Point No Point Treaty Council, each Tribe recognizes that such a repeal can have serious impact on both the Treaty Council organization and on the other member Tribes. Therefore, the process described in this Section shall be utilized to implement any repeal of delegated authority.
- (b) Upon decision of any member Tribe to repeal any authority delegated to the Point No Point Treaty Council, the governing body of that Tribe shall adopt, by written resolution and with reference to this Section, a Notice of Intent to Repeal Delegated Authority. Said resolution shall also include the reasons for the action, and shall be presented and discussed at the next meeting of the Point No Point Treaty Council Board of Directors. The Board meeting to review the resolution shall be scheduled to take place within 45 days upon the date of receipt of the resolution by the Treaty Council Chairperson; if a meeting does not take place within the 45-day period, the repeal may proceed to Step (c).
- (c) The Board of Directors of the Point No Point Treaty Council must discuss any Notice of Intent to Repeal Delegated Authority at the meeting at which the resolution is represented. If, after such discussion, the Tribe still desires to repeal the authority, the governing body of the Tribe shall submit, by written resolution, the final repeal of delegated authority which must be sent by certified mail, to the Chairperson of the Point No Point Treaty Council Board of Directors no sooner than thirty (30) days following the date of the Board of Directors meeting at which the Intent to Repeal was first presented, and shall be effective upon receipt by the Chairperson of the Point No Point Treaty Council.
- (d) If a Final Repeal of Delegated Authority is not received by the Point No Point Treaty Council Chairperson within sixty (60) days following the date of the Board of Directors meeting at which the Notice of Intent to Repeal was first presented, said Notice of Intent to Repeal shall automatically be considered rescinded.



### Section 9 – Dissolution

The member Tribes must approve dissolution of the Point No Point Treaty Council through a consensus vote of its Board of Directors. Should such dissolution occur, all physical property shall be divided equally between the member Tribes. All files, legal documents and other confidential or proprietary information shall be jointly maintained for the continued joint use and benefit of the member Tribes. Member Tribes shall commit to the future responsibility and funding of the storage and the maintenance of such documents, and no Tribe shall use the documents for its sole use and benefit except with the prior consent of the other Tribe.

### Section 10 - Property of the Point No Point Treaty Council

All files, documents, reports and research done on behalf of the Point No Point Treaty Council by its employees or other jointly funded contractors are the property of the Treaty Council. The documents are confidential and are for internal use only unless otherwise directed. Under no circumstances can one member Tribe use the information jointly created for its sole use and benefit without express consent of the other member Tribe(s). The board must approve all separate uses of the jointly created material, including legal documents, by consensus vote. No member Tribe can waive the attorney-client privilege or work product protection or any other protection afforded by law without the express consent of the other Tribe.

## ARTICLE III. OFFICERS OF THE BOARD OF DIRECTORS

### Section 1 - Election of Officers

The Point No Point Treaty Council shall, by a consensus vote of the delegates, elect a Chairperson and Vice-Chairperson from among the delegates. Elections shall be held during the month of February of each calendar year.

### Section 2 - Terms of Appointment

The terms of appointment of the Chairperson and Vice-Chairperson shall be one year, and shall expire at the February meeting of the following calendar year when the election of new officers takes place. This provision shall not prohibit an officer from serving more than one term if elected in a subsequent term.

### Section 3 - Eligibility of Officers

The Chairperson and Vice-Chairperson shall be enrolled members and Board delegates of one of the member Tribes of the Point No Point Treaty Council in order to be eligible to serve as officer.

### Section 4 - Responsibilities of the Chairperson

- (a) The Chairperson shall have authority to chair all meetings of the Board of Directors, and shall therefore be responsible for the orderly conduct of meetings. The Chairperson's position is a voting position.
- (b) The Chairperson shall have the authority to oversee and authorize the activities of the Executive Director, subject to Treaty Council policy and direction.

### Section 5 - Responsibilities of the Vice-Chairperson

In the absence of the Chairperson, the Vice-Chairperson shall assume the authorities and responsibilities of the Chairperson at meetings of the Board of Directors.

#### Section 6 - Delegated Authority of the Chairperson

Consistent with the authorities delegated herein or pursuant to the specific direction of the Board of Directors, the Chairperson or the Vice-Chairperson in his/her absence shall represent the Treaty Council in all meetings, conferences, correspondence, legal proceedings, and to all governmental agencies. The Chairperson may utilize the Executive Director to assist in performing the delegated authority of the Chairperson.

#### Section 7 - Absence of Chairperson

In the event that the Chairperson resigns or is unable to continue his/her duties as Chairperson, the Vice-Chairperson shall assume all authorities and responsibilities of the Chairperson until the Board of Directors can meet to elect a new Chairperson to complete the term of the departing Chairperson.

#### Section 8 - Removal of Chairperson and Vice-Chairperson

The removal of the Treaty Council Chairperson or Vice-Chairperson prior to the expiration of their term shall require at least three-quarters (3/4) of the votes from the Treaty Council Board in favor of removal.



## ARTICLE IV. COMMISSIONERS AND ALTERNATE COMMISSIONER(S) TO THE NORTHWEST INDIAN FISHERIES COMMISSION (NWIFC)

### Section 1 - Selection Process

A Commissioner, and Alternate Commissioner(s), shall be selected by each member Tribe to provide representation to the Northwest Indian Fisheries Commission. Notification to the NWIFC and the Treaty Council shall be by authorizing resolution or other official document from each member Tribe.

### Section 2 – Term of the Commissioner and Alternate

Each Tribe may choose the length of term, appropriate to honor the NWIFC's Constitution requirements and the individual Tribe's requirements. The Tribe shall denote the length of term in the Tribe's authorizing resolution or document.

### Section 3 - Delegated Authority of the Commissioner(s)

Each Commissioner and in his/her absence, the Alternate Commissioner(s) shall have authority and responsibility to attend all meetings of the Northwest Indian Fisheries Commission and represent the interests of their respective Tribe at such meetings. Both Commissioners and their respective Alternate Commissioner(s) shall not commit the Treaty Council or the member Tribes to any action that negatively impacts tribal treaty rights or natural resource program responsibilities without the prior approval or subsequent consent of the Treaty Council Board and/or member tribes. In addition, each member Tribe's Commissioner or alternate(s) shall communicate or otherwise coordinate their representation regarding the actions of the NWIFC with the Board of Directors, Treaty Council Chairperson, and Executive Director.

### Section 4 - Absence of Commissioners

In the event that a Commissioner is unable to participate, the Alternate Commissioner(s) shall assume all authorities and responsibilities of the Commissioner. If circumstances warrant it, such as when a Commissioner resigns or is otherwise unable to continue his/her duties, the Tribe that selected the Commissioner may choose to immediately select a new Commissioner to complete the term of the departing Commissioner. The Treaty Council's Executive Director shall attend NWIFC meetings to assist the Commissioners and alternate(s), and may be requested to temporarily represent interests of the Treaty Council, or individual Tribes, when the Commissioner(s) or alternate(s) are not available, as provided by Article V, Section 2(b) and(c) of this Constitution.



## ARTICLE V. EXECUTIVE DIRECTOR

### Section 1 - Appointment and Supervision

- (a) The Point No Point Treaty Council Board of Directors shall hire and employ an Executive Director to administer the programs of the Treaty Council and to implement the policies as directed by the Treaty Council's Board of Directors.
- (b) The Chairperson of the Treaty Council shall oversee the activities of the Executive Director consistent with the policies of the Treaty Council and direction of the Treaty Council Board of Directors.

### Section 2 - Delegated Authority of the Executive Director

- (a) The Executive Director shall be responsible and have authority for the overall supervision of all personnel employed by the Point No Point Treaty Council. The exercise of this authority shall be defined through appropriate procedures and chains-of-command as established by the Board of Directors, and shall include the authority to discipline and/or terminate employees as necessary and according to the procedures established by the Board.
- (b) At the request of the Chairperson of the Treaty Council, the Executive Director shall represent the Treaty Council at meetings, conferences, legal proceedings, and with governmental agencies. The Executive Director shall not commit the Treaty Council or the member Tribes to any action that may substantially affect tribal treaty rights or that significantly affects their natural resources program responsibilities without the prior approval or subsequent consent of the Board. If the Board should subsequently disagree with an action taken or deems the Executive Director's action as beyond the delegated authority, the Board may revoke the action or commitment made with the outside agency.
- (c) The Executive Director shall exercise any other authority as may be delegated by the Treaty Council Board of Directors.

### Section 3 - Responsibilities of the Executive Director

- (a) The Executive Director shall be responsible for the management of all contracts, grants, funds, programs, and property of the Point No Point Treaty Council organization. In order to carry out this responsibility, the Executive Director is empowered to solicit, negotiate, and execute all funding contracts and grants, and enter into cooperative agreements as approved by the Board of Directors.

- (b) The Executive Director shall be responsible for coordinating, and where appropriate, providing reports, analysis, and recommendations to the Board of Directors concerning the various natural resource issues, programs, and attorney supported legal actions affecting the member Tribes of the Point No Point Treaty Council. The Executive Director shall assist in the communication of NWIFC activities to the Board.

## ARTICLE VI. COVENANTS

### Section 1 - Rules and Orders

Each member Tribe, by its act of seeking and obtaining membership in the Point No Point Treaty Council, agrees to abide by all of its lawful rules and orders.

### Section 2 - Enforcement of Rules and Orders

Each member Tribe shall authorize and require its courts to enforce the lawful rules and orders of the Point No Point Treaty Council, subject only to the limitations imposed by the Tribe's Constitution, fishing ordinances and the jurisdiction of its courts.

### Section 3 - Lines of Authority

Each member Tribe, while retaining its rights as a sovereign and independent entity, agrees that the governing body of the Point No Point Treaty Council organization is the Board of Directors, and further agrees that lines of authority and administrative control over the programs, personnel and activities of the Treaty Council flow from the Tribal Governments through authority granted to the Board of Directors through to the Executive Director and to employees of the Treaty Council.

### Section 4 - Dispute Resolution

In the event that a dispute arises between member Tribes, or between a member Tribe and any action of the personnel of the Point No Point Treaty Council, each member Tribe first agrees to utilize the Board of Directors as the proper forum to bring about a resolution of the dispute. Special meetings to resolve disputes shall be initiated as described in Article II, Section 6, of this Constitution.

### Section 5 – Financial Responsibilities, Obligations and Requirements

As full partners in the organization each member Tribe shall share in providing funds used to operate the Treaty Council program. An annual budget process shall identify each Tribe's cost share, and this shall be provided through the terms of a Memorandum of Agreement (MOA) between the PNPTC and Tribes. The Treaty Council, its Board of Directors, and the member Tribes will continue to jointly coordinate on natural resource issues and program responsibilities, and otherwise endeavor to fulfill each Tribe's goals and agreements associated with the Treaty Council and Treaty-reserved fishing and hunting rights.



## ARTICLE VII. RATIFICATION

### Section 1 - Ratification Procedure

This Constitution shall become fully effective when ratified by the Jamestown S'Klallam, and the Port Gamble S'Klallam Tribes. Ratification shall be by written resolution by the governing bodies of the member Tribes. However, Treaty Council membership changes, and modifications or full amendments to the Constitution may from time to time require adjustments leading to a re-drafting of the body of the Constitution, leaving a temporary period whereby a final Tribal ratification may not be complete. In these circumstances, the Board of Directors may choose to operate under a mutually agreed-to draft interim Constitution until such time a final written ratification is secured.

### Section 2 - Re-Ratification Process

The previous Constitution of the Point No Point Treaty Council, as ratified on June 30, 1988 by the Lower Elwha Klallam, Port Gamble Klallam, Jamestown Klallam and Skokomish Indian Tribe shall be considered terminated. The previous interim "Klallam Only" Constitution, that followed the 1988 Constitution, by the Lower Elwha Klallam, Port Gamble S'Klallam and Jamestown S'Klallam, shall be considered terminated. All agreements, policies, programs rules, and procedures adopted pursuant to the previous Constitution shall remain in effect until specifically amended or rescinded pursuant to the previous or this Constitution.

### Section 3 - Delegation of Authority

Ratification of this Constitution, including operating under the temporary period as provided for in section 1 above, shall allow the capability to operate as, and be construed as, a delegation of authority from the member Tribes to the Point No Point Treaty Council to perform those tasks as necessary to accomplish the purposes described in this Constitution.

### Section 4 - Amendments to the Constitution

This Constitution may be amended upon request of any member Tribe or of the Treaty Council's Board of Directors. Except as provided for in Section 1 above, an amendment shall become effective only after the adoption by each member Tribe's governing body of a resolution supporting the amendment. Amendments shall be affixed to, and become part of, this Constitution.



TRIBAL RESOLUTIONS

RATIFICATION ATTACHMENT

TRIBAL RESOLUTIONS



# JAMESTOWN S'KLALLAM TRIBE

1033 Old Blyn Highway, Sequim, WA 90382

360/683 1109

FAX 360/681-4643

## RESOLUTION #15 -06

WHEREAS, the Jamestown S'Klallam Indian Tribe (herein after referred to as "the Tribe") was Federally acknowledged by the Secretary of the Interior of the United States of America on February 10, 1981; and

WHEREAS, the Jamestown S'Klallam Tribal Council (herein after referred to as "the Council") is the governing body of the Tribe, in accordance with its Constitution adopted on November 19, 1983, pursuant to the provisions of Part 81 of the Code of Federal Regulations; and

WHEREAS, the health, safety, welfare, education, and regulation of treaty fishing, hunting, and gathering practices of the Indian people of the Tribe is the responsibility of the Council; and

WHEREAS, the Tribe is a successor to the Treaty of Point No Point, 1855, and wants to ensure protection of its Treaty-reserved rights for present and future generations; and

WHEREAS, the Tribe continues as an active co-manager of its natural resources with federal, state and other tribal governments, and adheres to co-management requirements set forth in *U.S. v Washington*, and other applicable court orders and agreements; and

WHEREAS, the Tribe is a member of the Point No Point Treaty Council, organized in 1975 by the signatory Tribes to the Treaty to aid in the protection of Treaty Rights, and promote cooperation and efficiency in joint natural resource management; and

WHEREAS, the Tribe desires to continue with a delegation of management authority to the Point No Point Treaty Council, to aid in the accomplishment of inter-tribal cooperation and the joint coordination of fisheries and wildlife management, habitat protection, and enforcement throughout the Treaty Area; and

WHEREAS, the Tribe extends policy authority to the Board of Directors of the Point No Point Treaty Council, to represent Tribal interests in the protection of its Treaty-reserved rights, and in the pursuit of cooperative management of natural resources; and

WHEREAS, the Tribe expressly delegates, as directed by the Board, certain fisheries and wildlife management authorities and tasks to the employees and experts of the Treaty Council, to work with its own tribal natural resources programs, to represent interests and otherwise fulfill management responsibilities; and

WHEREAS the Tribe hereby delegates to the Point No Point Treaty Council concurrent authority to issue in-common and certain exclusive area regulations and hereby makes those regulations binding on the members of the Jamestown S'Klallam Tribe as if they were issued by the Tribe itself and enforceable by civil and criminal codes of the Tribe and violations thereof likewise punishable by applicable civil and criminal code provisions; and


WHEREAS, the Tribe has reviewed the revised Point No Point Treaty Council Constitution, dated April of 2006, and wishes to continue as a full member of the organization; now

THEREFORE BE IT RESOLVED, that the Tribe hereby approves and accepts the revised PNPTC Constitution.

  
W. Ron Allen, Tribal Chairman

**Certification**

I, Matthew C. Adams, Treasurer of the Jamestown S'Klallam Tribal Council of the Jamestown S'Klallam Tribe, do hereby certify that the resolution was adopted at a meeting of the Jamestown S'Klallam Tribal Council held on the 25th day of April 2006, at the Jamestown S'Klallam Tribal Office in Blyn, Washington, and where a quorum was present and approving the resolution by vote of 4 FOR and 0 AGAINST with 0 ABSTAINING.

  
Matthew C. Adams, Tribal Council  
Treasurer

**THE  
PORT GAMBLE S'KLALLAM  
BUSINESS COMMITTEE  
OF THE  
PORT GAMBLE S'KLALLAM  
COMMUNITY COUNCIL**

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I.

WHEREAS, the Port Gamble S'Klallam Indian Community is organized under the Indian Reorganization Act of June 18, 1934; and

II.

WHEREAS, under its Constitution and Bylaws adopted August 5, 1939, the Community Council was designated as the governing body of the Port Gamble S'Klallam Indian Community; and

III.

WHEREAS, by resolution dated April 22, 1956, the Port Gamble S'Klallam Community Council delegated the authority to conduct the business of the Port Gamble S'Klallam Indian Community to the Port Gamble S'Klallam Business Committee; and

IV.

WHEREAS, the Point No Point Treaty Council is the fisheries management agency representing the Port Gamble S'Klallam and Jamestown S'Klallam Tribe; and

V.

WHEREAS the Scope of the Authority of the POINT NO POINT TREATY COUNCIL is to manage the fisheries resources of the Port Gamble S'Klallam Tribe, issue regulations, and act as a fisheries management agency for the Port Gamble S'Klallam Tribe and contract for fisheries management services on behalf of the Port Gamble S'Klallam Tribe.

IV

WHEREAS the Board of Directors of the POINT NO POINT TREATY COUNCIL recommends ratification of a new Constitution of the POINT NO POINT TREATY COUNCIL.

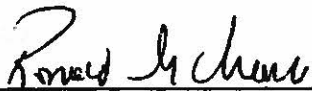


NOW THEREFORE BE IT RESOLVED, the Point No Point Treaty Council is authorized to conduct management activities of the Port Gamble S'Klallam Tribe as set forth in the Constitution presented and executed this date, continuing until such authority is specifically rescinded.

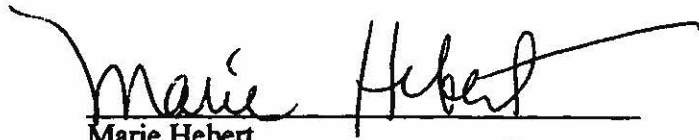
### CERTIFICATION

WE HEREBY CERTIFY that on this date there was a regular meeting held of the Port Gamble S'Klallam Business Committee on the Port Gamble S'Klallam Indian Reservation, at which time a quorum was present;

WE FURTHER CERTIFY, that the above numbered resolution, was at said meeting, introduced, evaluated, and was passed by a vote of 4 FOR, 0 AGAINST, 0 ABSTAIN, dated this 23 day of may, 2006.



Ronald G. Charles  
Chairman



Marie Hebert  
Secretary