



# SQUAXIN ISLAND TRIBE

RESOLUTION NO. 18- 44

of the

## SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

**WHEREAS**, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe;

**WHEREAS**, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government;

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

**WHEREAS**, the Tribe desires to apply for state grant assistance to aid in financing the cost of the Recreation and Conservation Office ("Office") Skookum Valley acquisition Project(s) ("Project(s)");

**WHEREAS**, the Office requires as a precursor to receiving state grant assistance that the Tribe provide an "Applicant Authorization/Resolution" in the form contained herein;

**NOW, THEREFORE, BE IT RESOLVED that:**

1. The Tribe has applied for or intends to apply for funding assistance managed by the Office for the above Project(s).
2. Kris Peters, the Tribal Administrator is authorized to act as a representative/agent for the Tribe with full authority to bind the Tribe regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a Project(s) agreement(s) on behalf of the Tribe, (3) sign any amendments thereto on behalf of the Tribe, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a Project(s) contact(s) to implement the day-to-day management of the grant(s).

3. The Tribe has reviewed the sample project agreement on the Recreation and Conservation Office's website at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The Tribe understands and acknowledges that if offered a Project(s) agreement(s) to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed Project(s) agreement(s) shall be legally binding on the sponsor if its representative/agent enters into a Project(s) agreement(s) on its behalf. The Office reserves the right to revise the Project(s) agreement(s) prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. The Tribe acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a Project(s) agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed Project(s) agreement(s). Entering into any Project(s) agreement(s) with the Office is purely voluntary on the Tribe's part.
6. The Tribe understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Project(s) agreement(s), the characteristics of the Project(s), and the characteristics of the Tribe.
7. The Tribe further understands that *prior to* its authorized representative/agent executing the Project(s) agreement(s), the Office may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The Tribe accepts the legal obligation that it shall, prior to execution of the Project(s) agreement(s), confer with its authorized representative/agent as to any revisions to the Project(s) agreement(s) from that of the sample project agreement. The Tribe also acknowledges and accepts that if its authorized representative/agent executes the Project(s) agreement(s) with any such revisions, all terms and conditions of the executed Project(s) agreement(s) (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with its authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project(s) referenced above.
9. The Tribe acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on the Tribe upon execution by our representative/agent.
10. If match is required for the grant, the Tribe understands that it must certify the availability of match at least one month before funding approval. In addition, the Tribe understands it is responsible for supporting all non-cash matching share commitments to the Project(s) should they not materialize.

11. The Tribe acknowledges that if it receives grant funds managed by the Office, the Office will pay it on only a reimbursement basis. The Tribe understands reimbursement basis means that it will only request payment from the Office after it incurs grant eligible and allowable costs and pays them. The Office may also determine an amount of retainage and hold that amount until the Project(s) is complete.
12. The Tribe acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by the Tribe and the Office. The Tribe agrees to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. The Tribe acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. The Tribe certifies the following: the Project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. The Tribe warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of the Tribe and applicable laws and policies and that the Tribe has full legal authority to commit itself to the warranties, certifications, promises and obligations set forth herein.

**CERTIFICATION**

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12<sup>th</sup> day of July, 2018, at which time a quorum was present and was passed by a vote of 3 for and 0 against, with 0 abstentions.

  
Arnold Cooper, Chairman

Attested by:   
Jeremie Walls, Secretary

  
Charlene Krise, Vice Chairman