



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 16-72

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; and

**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; and

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

**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; and

**WHEREAS**, the Squaxin Island Tribal Council finds that a clear statement of warranty obligations and related periods of limitation is essential to the health and welfare of the Squaxin Island Tribe and its members.

**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby adopts the attached amendment to Section 4.24.010 of the Squaxin Island Tribal Code.

**BE IT FURTHER RESOLVED**, that Section 4.24.010 as amended represents a clarification of existing law and practice in that it explicitly adopts an interpretation of the civil statute of limitations and scope of warranty obligations not previously considered or decided by Tribal Council and the Tribal Court, and represents the Tribal Council's understanding of the proper interpretation and application of existing law; and

**BE IT FURTHER RESOLVED**, the amendment to Section 4.24.010 shall apply to all causes of action commenced on or after the effective date of this section, regardless of when the cause of action arose.

**BE IT FINALLY RESOLVED**, that if any provision of the amendments to Section 4.24.010 or its application to any person, entity, or circumstance is held invalid, the remainder of the amendment or its application to other persons, entities, or circumstances is not affected.

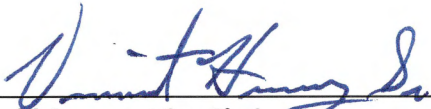
**CERTIFICATION**

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 <sup>10</sup> 13<sup>th</sup> day of October, 2016, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.



\_\_\_\_\_  
David Lopeman, Chairman

Attested by:  \_\_\_\_\_  
Charlene Krise, Secretary



\_\_\_\_\_  
Arnold Cooper, Vice Chairman

**4.24.010 Limitation on actions.**

- A. A civil lawsuit in Squaxin Island Tribal Court must be started no later than one year after the injury, breach of agreement, or other event which gives the plaintiff a basis for the suit, provided that claims arising from employment relations on the Squaxin Island Reservation shall be filed within ten (10) days of the final administrative action.
- B. The year within which a civil lawsuit must be filed shall be counted from the date on which the injury or breach was first known to the injured party or should have been known to a reasonably aware person.
  - 1. For the purposes of a claim that repairs must be made under a contractual obligation or a claim under a warranty, the injury or breach is first known to the injured party or should have been known to a reasonably aware person at such time following notice of the asserted repair or warranty obligation to the defendant that the defendant explicitly asserts that all required repairs are finally complete and warranty obligations are fully met. Nothing in this subsection shall prevent a claim for repair or warranty obligations from being asserted against a defendant who fails to fulfill a repair or warranty obligation within a reasonable time.
  - 2. With respect to any contractual warranty or warranty implied in law or equity for which no term is explicitly agreed, the warranty obligation shall be deemed to extend for a period of five years. A warranty of fitness or suitability for a purpose, or that good or services are free of defects, of good quality or made to a particular standard, or similar representation is a warranty of future performance and subject to the default five year term under this subsection.
- C. For the purpose of meeting the deadline set in this rule, a civil suit is started when the complaint is filed with the clerk of the court.

(Res. 97-53 (part): CPO (part))



**4.24.010 Limitation on actions.**

- A. A civil lawsuit in Squaxin Island Tribal Court must be started no later than one year after the injury, breach of agreement, or other event which gives the plaintiff a basis for the suit, provided that claims arising from employment relations on the Squaxin Island Reservation shall be filed within ten (10) days of the final administrative action.
- B. The year within which a civil lawsuit must be filed shall be counted from the date on which the injury or breach was first known to the injured party or should have been known to a reasonably aware person.
1. For the purposes of a claim that repairs must be made under a contractual obligation or a claim under a warranty, the injury or breach is first known to the injured party or should have been known to a reasonably aware person at such time following notice of the asserted repair or warranty obligation to the defendant that the defendant explicitly asserts that all required repairs are finally complete and warranty obligations are fully met. Nothing in this subsection shall prevent a claim for repair or warranty obligations from being asserted against a defendant who fails to fulfill a repair or warranty obligation within a reasonable time.
  2. With respect to any contractual warranty or warranty implied in law or equity for which no term is explicitly agreed, the warranty obligation shall be deemed to extend for a period of five years. A warranty of fitness or suitability for a purpose, or that good or services are free of defects, of good quality or made to a particular standard, or similar representation is a warranty of future performance and subject to the default five year term under this subsection.
- C. For the purpose of meeting the deadline set in this rule, a civil suit is started when the complaint is filed with the clerk of the court.

(Res. 97-53 (part): CPO (part))

**RESOLUTION NO. 16 \_\_\_\_\_**

**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; and

**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; and

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

**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; and

**WHEREAS**, the Squaxin Island Tribal Council finds that a clear statement of warranty obligations and related periods of limitation is essential to the health and welfare of the Squaxin Island Tribe and its members.

**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby adopts the attached amendment to Section 4.24.010 of the Squaxin Island Tribal Code.

**BE IT FURTHER RESOLVED**, that Section 4.24.010 as amended represents a clarification of existing law and practice in that it explicitly adopts an interpretation of the civil statute of limitations and scope of warranty obligations not previously considered or decided by Tribal Council and the Tribal Court, and represents the Tribal Council's understanding of the proper interpretation and application of existing law; and

**BE IT FURTHER RESOLVED**, the amendment to Section 4.24.010 shall apply to all causes of action commenced on or after the effective date of this section, regardless of when the cause of action arose.

**BE IT FINALLY RESOLVED**, that if any provision of the amendments to Section 4.24.010 or its application to any person, entity, or circumstance is held invalid, the remainder of the amendment or its application to other persons, entities, or circumstances is not affected.

**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 13<sup>th</sup> day of October, 2016, at which time a quorum was present and was passed by a vote of \_\_\_\_ for and \_\_\_\_ against, with \_\_\_\_ abstentions.

\_\_\_\_\_  
**David Lopeman, Chairman**

Attested by: \_\_\_\_\_

**Charlene Krise, Secretary**

\_\_\_\_\_  
**Arnold Cooper, Vice Chairman**