



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 22-51

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 its 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 Squaxin Island Tribal Council wishes to expand hunting and gathering opportunities for its members;

**WHEREAS**, it is the best interests of the Tribe to enter into an agreement with Green Diamond Resource Company with respect to the Kennedy Creek area;

**WHEREAS**, it is necessary for the Tribe to provide Green Diamond Resource Company with a limited waiver of its inherent sovereign immunity to the extent necessary to make the terms and conditions of the agreement;

**NOW THEREFORE BE IT RESOLVED**, that the Tribe is authorized to enter into the 2022 Kennedy Creek Timberlands Land Use Agreement with Green Diamond Resource Company;

**BE IT FURTHER RESOLVED**, that the Tribe provides Green Diamond Resource Company with this limited waiver of its inherent sovereign immunity as prescribed in the agreement: The Squaxin Island Tribe hereby grants a limited waiver of sovereign immunity to Green Diamond for the purposes of the enforcement of the terms of this Agreement. This waiver is limited to Green Diamond only and is not assignable, transferable, or in any way applicable to any third-party. To the extent that damages are available to Green Diamond under the terms of this Agreement, compensation under this limited sovereign immunity waiver is limited to the coverage limits of insurance policies required for the Tribe in section 9 of this Agreement.

**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Tribal Council hereby authorizes Kris Peters, Tribal Chairman, to do any and all accounts necessary to effect execution and implementation of an agreement in substantially the same form as the attached subject to those conditions state 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 11th day of August, 2022 at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

*Kristopher K Peters*

Kristopher K Peters (Aug 12, 2022 15:40 PDT)

Kris Peters, Chairman

Attested by:   
Patrick Braese (Aug 12, 2022 15:41 PDT)

Patrick Braese, Secretary

*Jaimie Cruz*

Jaimie Cruz (Aug 12, 2022 18:23 PDT)

Jaimie Cruz, Vice Chairman











# NR - Green Diamond Kennedy Creek 2022 Land Use


Final Audit Report

2022-08-13

Created:	2022-08-12
By:	Melissa Puhn (mpuhn@squaxin.us)
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## "NR - Green Diamond Kennedy Creek 2022 Land Use" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)  
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-  Document emailed to kpeters@squaxin.us for signature  
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-  Email viewed by kpeters@squaxin.us  
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-  Signer kpeters@squaxin.us entered name at signing as Kristopher K Peters  
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-  Document emailed to pbraese@squaxin.us for signature  
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-  Signer pbraese@squaxin.us entered name at signing as Patrick Braese  
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 Signer jacruz@squaxin.us entered name at signing as Jaimie Cruz

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 Document e-signed by Jaimie Cruz (jacruz@squaxin.us)

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 Agreement completed.

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