



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 22- 69
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 Squaxin Island Tribal Council finds that the regulation of business activities on all lands within the jurisdiction of the Squaxin Island Tribe is essential to the health and welfare of the Squaxin Island Tribe and its members;

WHEREAS, the Squaxin Island Tribe and the Washington Department of Ecology entered into an Interagency Agreement with the Washington Department of Ecology for Ecology to provide laboratory services related to the collection and analysis of fecal coliform bacteria and associated general chemistry parameters;

WHEREAS, the grant agreement contains a limited waiver of sovereign immunity regarding any disputes related to the agreement;

WHEREAS, in order to induce the Department of Ecology to complete and execute the agreement, it was necessary for the Tribal Council to approve the terms of the agreement; to authorize execution of any and all documents required; and to issue a limited waiver of sovereign immunity;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council ratifies its decision to enter into the attached agreement with the Department of Ecology to provide laboratory services to the Tribe;

NOW THEREFORE BE IT RESOLVED, the Tribal Council ratifies its decision to specifically limit its waiver of sovereign immunity for the purposes of this agreement to the limited waiver as stated in Section 12 (Limited Waiver of Sovereign Immunity) of this agreement;

12. LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Squaxin Island Tribe, for the purposes of this IAA, grants Ecology a limited waiver of sovereign immunity for arbitration as described in Section 7 (Disputes). Such waiver is limited solely to equitable remedies and/or recovery of damages up to \$50,000 under this IAA and during its term. Such waiver is only for arbitration and state court proceeding to, if necessary, enforce any arbitration decision; is only as to Ecology; and may not be assigned, or otherwise transferred to any third-party.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a special meeting of the Squaxin Island Tribal Council, held on this 13th day of October 2022, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

Kristopher K Peters

Kristopher K Peters (Oct 14, 2022 08:59 PDT)

Kris Peters, Chair

Attested by:


Patrick Braese (Oct 14, 2022 09:08 PDT)

Patrick Braese, Secretary

Jaimie Cruz

Jaimie Cruz (Oct 14, 2022 09:06 PDT)

Jaimie Cruz, Vice Chair












03b Manchester Limited Waiver

Final Audit Report

2022-10-14

Created:	2022-10-14
By:	Melissa Puhn (mpuhn@squaxin.us)
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"03b Manchester Limited Waiver" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)
2022-10-14 - 3:57:20 PM GMT- IP address: 216.235.106.129
-  Document emailed to kpeters@squaxin.us for signature
2022-10-14 - 3:58:06 PM GMT
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2022-10-14 - 3:59:12 PM GMT- IP address: 71.231.44.163
-  Signer kpeters@squaxin.us entered name at signing as Kristopher K Peters
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-  Signer jcruz@squaxin.us entered name at signing as Jaimie Cruz
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Signature Date: 2022-10-14 - 4:06:38 PM GMT - Time Source: server- IP address: 73.254.31.239
-  Document emailed to pbraese@squaxin.us for signature
2022-10-14 - 4:06:40 PM GMT
-  Email viewed by pbraese@squaxin.us
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 Signer pbraese@squaxin.us entered name at signing as Patrick Braese

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 Agreement completed.

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