



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 13-73

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 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; and

WHEREAS, it is the best interests of the Tribe to enter into an agreement with the Confederated Tribes of the Chehalis Reservation and the Chehalis Tribal Wellness Center with respect to the Special Diabetes Program for Indians Prevention Program, 2013-2014; and

WHEREAS, it is necessary for the Tribe to make an expressly limited waiver of its inherent sovereign immunity to the extent necessary to make the terms and conditions of the Services Agreement with the Chehalis Tribe; and

NOW THEREFORE BE IT RESOLVED, that the Tribe is authorized to enter into the Services Agreement; **and**

BE IT FURTHER RESOLVED, that the Tribe waives its inherent sovereign immunity only to the extent delineated in *Section J* of the Services Agreement, as follows:

DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY.

The parties to this Agreement hereby grant to each other a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided that the parties expressly reserve all their inherent sovereign rights as federally-recognized Indian Tribes, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

1. This waiver of sovereign immunity is strictly limited to the enforcement of the provisions of this Agreement between the Grantee and the Sub-Grantee, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party Tribe.

2. To the extent that jurisdiction obtains, this limited waiver of sovereign immunity shall be deemed a consent to the jurisdiction of the Tribal Courts of the waiving parties. The Chehalis Tribal Court shall have jurisdiction over actions against the Chehalis Tribe, and the Chehalis Tribal Court shall have jurisdiction over actions against the Squaxin Island Tribe. If jurisdiction does not exist in Tribal Court, then either party may bring an action to enforce the provisions of this Agreement in the United States District Court for the Western District of Washington. The law to be applied in any action under this Agreement shall be: first, the law of the Tribe with jurisdiction over the action, including traditional laws; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal or federal law, the law of the State of Washington.

3. Neither this Agreement nor this limited waiver of sovereign immunity shall be effective or enforceable against either party Tribe or any of its officers, agents or entities, until approved by Resolution of the governing bodies of both Tribes.

4. The terms of this Agreement shall be enforceable for a period of six years after the grant period ends or until audit is completed and all resulting questions are resolved, whichever occurs first.

5. Financial obligations imposed upon either party Tribe or any of its officers, agents or entities pursuant to this limited waiver of sovereign immunity may only be satisfied to the extent of the value of the Grant, along with any penalties that are imposed by the applicable agency of the United States government for breach of any provisions of this Agreement.

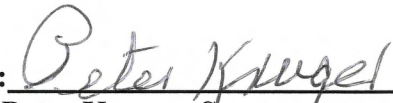
6. Nothing in this Agreement, nor any activity of either party Tribe, shall be construed to implicate or in any involve the credit of either Tribe or any of its members.

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 26th day of September, 2013, 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: 

Peter Kruger, Secretary



Arnold Cooper, Vice Chairman