SQUAXIN ISLAND TRIBE

RESOLUTION NO. 14-05

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 it is in the best interests of the Tribe and its health clinic to cooperate and coordinate with local Tribal and County health jurisdictions in disaster relief preparation;

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby approves the "Memorandum of Understanding Region Three, Local Health Jurisdictions and Tribal Governments" (attached) and authorizes Bonnie Sanchez to sign the attached Agreement on behalf of the Tribe.

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 13th day of February, 2014, 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 Sr.
Peter Kruger Sr., Secretary

for
Arnold Cooper, Vice Chairman

Appendix B: Regional Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING

REGION THREE

Local Health Jurisdictions

&

Tribal Governments

Grays Harbor, Lewis, Mason, Pacific, and Thurston Counties

Chehalis, Nisqually, Quinault, Shoalwater Bay, Skokomish, and Squaxin Island Tribal Governments

This Memorandum of Understanding (MOU) is effective upon signing, by and among local health jurisdictions (LHJs) located in Region Three: Grays Harbor, Lewis, Mason, Pacific, and Thurston Counties, and Chehalis, Nisqually, Quinault, Shoalwater Bay, Skokomish, and Squaxin Island Tribal Governments, the designated representatives of which have signed hereto.

It is understood that this MOU is not a legally binding document, but rather signifies the belief and commitment of the signatory LHJs and tribes that in the event of a region-wide disaster, the needs of the community may be best met if they cooperate and coordinate their response efforts.

I. DEFINITION OF TERMS

Local Health Jurisdiction (LHJ). Public health services are population-based, focusing on improving the health status of the population, rather than simply treating individuals. This responsibility is shared by the State Department of Health and 34 local public health jurisdictions serving Washington's 39 counties

Disaster. A situation where the resource requirements of an incident exceed available resources.

Emergency Operations Centers (EOC). The coordination center for emergency support to an incident. The State, County, City, tribe and affected hospitals may each have their own EOC or Command Center for their portion of the event, but liaison efforts among such centers are of critical importance.

Incident Command System (ICS). ICS is used by response agencies to identify the command structure and operational branches during an emergency. An incident commander is a component of the incident command system.

Public Information Officer (PIO). A person designated by the incident commander to speak on behalf of all during an emergency to assure consistent messages and flow of information to the community.

Medical Supplies. Those medical supplies that are not in use and may be in surplus in one or more of the LHJs or tribes, and may be lacking in another, the LHJ and tribe with the surplus may choose to share their medical supplies to help ensure patients in the region receive necessary treatment during a disaster.

Pharmaceuticals. Those pharmaceutical supplies that may be in surplus in a LHJ or tribe, and may be lacking in another, the LHJ or tribe with the surplus may choose to share their pharmaceutical supplies to help ensure patients in the region receive necessary treatment during a disaster.

Resources/materials. Those resources/materials that may be available in a LHJ or tribe, and may be lacking in another, the LHJ or tribe with the surplus may choose to share their resources/materials to help ensure LHJs and tribes in the region have the necessary resources/material during a disaster.

Staff. Personnel who are currently employed/assigned to each LHJ or tribe that may able to provide assistance to another LHJ or tribe who may be lacking key personnel or simply over whelmed by the disaster, LHJs and tribes may choose to make available those personnel to help ensure personnel staffing in the region are adequate during a disaster.

Tribal Clinic. Tribal health services clinics that are tribal population-based, focusing on improving the health status of the tribe's population, and providing all aspects of health care within its resources to members of each tribal community.

II. COMMUNICATION BETWEEN THE REGION'S LHJs AND TRIBES DURING A DISASTER:

The signatory LHJs and tribes may:

Communicate and coordinate efforts to respond to a disaster primarily via their health officers, department directors, public information officers, liaisons, and incident commanders.

Communicate with each other's departments, clinics, or EOCs by phone/fax/e-mail/radio/or other available means and/or maintain contact with one another during a region-wide disaster, or if designated as regional lead LHJ during a region-wide disaster.

Release information through a designated PIO or spokesperson during a disaster to allow public relations personnel to communicate with each other and release consistent educational/advisory messages to community and media. Each signatory LHJ and tribe may choose to designate a PIO who may be the local health liaison with their EOC. If there is no PIO, messages may be coordinated through your local EOC.

III. ONGOING COMMUNICATION ABSENT A DISASTER:

The signatory LHJs and tribes may:

Meet a minimum of twice yearly to discuss continued emergency response issues and coordination of response efforts.

Identify primary point-of-contact and back-up individuals for ongoing communication purposes. These individuals may be responsible for determining the distribution of information within their health care organization.

IV. SHARING OF STAFF, MEDICAL/PHARMACEUTICAL, RESOURCES AND MATERIALS:

In the event of a region-wide disaster or disaster which overwhelms the resources of any signatory to this agreement when public health staff are in surplus at one of the signatory LHJs or tribes, and lacking at another, the signatory LHJs and tribes with the surplus may share staff to help ensure that the available public health services in the region are adequately staffed during a disaster.

In the event needed medical/pharmaceutical supplies, and resources/materials are in surplus at one of the signatory LHJs and tribes and lacking at another, the signatory LHJs and tribes with the surplus may share medical/pharmaceutical supplies, and resources/materials to help ensure LHJs and tribes in the region receive necessary medical/pharmaceutical supplies, and resources/materials during a disaster.

The above staff, medical/pharmaceutical supplies, and resources/materials sharing may occur in cooperation between the health officers, department directors, or incident commanders at the involved signatory LHJs and tribes. Costs should be tracked carefully for possible reimbursement after the event is over.

V. LIABILITY:

The parties to this MOU agree that each party is responsible only to themselves for any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property caused by or arising out of the performance of the MOU. Provided further, that in the event of the concurrent negligence of any of the parties' obligations hereunder shall apply only to the percentage of fault attributable to themselves, their employees or agents. Nothing in this MOU shall be interpreted as a waiver of any party's sovereign immunity from suit it may possess.

VI. MISCELLANEOUS PROVISIONS:

This MOU and any attached exhibits constitute the entire MOU between the signatory LHJs and tribes. Amendments to this MOU must be in writing and signed by participating LHJs and tribes. A signatory LHJ and tribe may at any time terminate its participation in the MOU by providing sixty-day written notice to the department director/clinic director at each of the signatory LHJs and tribes.

VI. APPROVAL:

This MOU has been read and approved by:

LHJ or Tribe	Official Signature
Date	