



# SQUAXIN ISLAND TRIBE

RESOLUTION NO. 15- 09

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**, Squaxin Island is the Tribe's original Reservation that was created by the Treaty of Medicine Creek; and

**WHEREAS**, the Island has great cultural, historic and other importance to the Tribe, and is considered to be the bond that unites the Squaxin people's past, present and future generations; and

**WHEREAS**, the Tribe and its members were early on divested of ownership of most of the Squaxin Island Reservation through misguided federal policies; and

**WHEREAS**, the State of Washington, through its Department of Natural Resources ("DNR"), in the 1970's came into ownership of approximately 310 acres on Squaxin Island; and

**WHEREAS**, after numerous attempts over decades to negotiate the transfer of these lands, the Tribe and DNR have reached agreement on the terms of a transfer as embodied in Attachment 1: Purchase and Sale Agreement and the two attached deeds ("Agreement"); and

**WHEREAS**, Section 5.2 of the Agreement provides:

**Indemnification and Hold Harmless Regarding Purchaser's Inspection.** Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to reasonable attorney and paralegal fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant fees and costs) arising out of or relating to the actions of Purchaser and actions of Purchaser's agents or employees in exercising such rights of entry or inspections under this Agreement. Purchaser will be responsible for the payment of any fines or penalties charged against State or Purchaser, or for any employees or equipment while under Purchaser's control, employment, or direction, related to activities under Sections 5.1 above and 5.3 below.

**WHEREAS**, the Tribe and DNR have also agreed upon a two-step process for DNR's conveyance of its mineral rights that will culminate in DNR's direct conveyance of such rights to the United States through the second of the two deeds in Attachment 1; and

**WHEREAS**, the DNR Board of Natural Resources will soon meet to approve or disapprove the transaction and the two attached deeds in Attachment 1;


**NOW THEREFORE BE IT RESOLVED**, the Tribal Council hereby approves the purchase and sale of the property on the terms and conditions as set out in the attached Agreement, as well as the form of the attached deeds contingent on approval by the DNR Board of Natural Resources; and

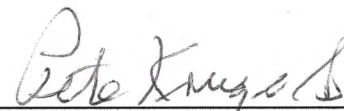
**BE IT FURTHER RESOLVED**, the Tribal Council hereby authorizes Tribal staff to make any non-substantive changes to signature documents prior to their execution as they shall determine in order to effectuate the transactions; and


**BE IT FURTHER RESOLVED**, the Tribal Council hereby authorizes Andy Whitener, Councilmember and Director of Squaxin Island Natural Resources, to do any and all acts necessary on behalf of the Tribe (1) to acquire the above referenced property, by executing the Agreement and any and all documents contemplated by the Agreement, and to make material and nonmaterial changes thereto; (2) to close the transactions; (3) to designate, as necessary and he deems appropriate, the State land tax classification for the property, and (4) seek fee to trust and/or Reservation status.

**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 26<sup>th</sup> day of February, 2015, 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:   
\_\_\_\_\_  
Pete Kruger Sr., Secretary

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