



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 19- 11
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 State Department of Natural Resources (DNR) wish to enter into an agreement to participate in the implementation of the Forests Practices Program (No. IAA 93-099336);

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

WHEREAS, in order to induce DNR to complete and execute the agreement, it is necessary for the Tribal Council to ratify and approve the terms of the agreement; to authorize execution of any and all documents required; to issue a limited waiver of sovereign immunity; and to consent that the Tribe may be sued in a court having jurisdiction in disputes over matters related to the agreement.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby agrees to enter into the attached agreement with DNR to participate in the Forests Practices Program.

NOW THEREFORE BE IT RESOLVED, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this agreement to the limited waiver as stated in Section 19.01 (Limited Waiver of


Sovereign Immunity) of this agreement; as follows:

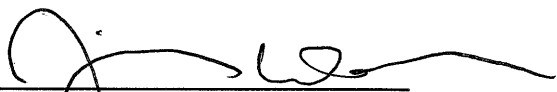
19.01 Limited Waiver of Sovereign Immunity. The Tribe waives its sovereign immunity to suit only for claims asserted by (1) the state and/or (2) third parties as described in Section 18.01 above; and in both instances only for damages up to and not exceeding the limit of the grant, and only for events that occur while this Agreement is in effect. The Tribe will provide DNR with a Squaxin Island Council Resolution confirming such partial and limited waiver of sovereignty.

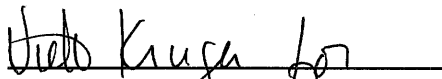
NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby authorizes the Council Chairman or the Executive Director to do any and all things necessary to effect execution of the Contract.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted by the Squaxin Island Tribal Council, held on this 22 day of ^{November}~~December~~, 2019, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.


Arnold Cooper, Chairman

Attested by: 
Jeremie Walls, Secretary


Charlene Krise, Vice Chairman



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

**TRIBAL PARTICIPATION AGREEMENT WITH
SQUAXIN ISLAND TRIBE**

Agreement No. IAA 93-099336

This Agreement is between the Squaxin Island Tribe (referred to as The Tribe) and the Washington State Department of Natural Resources, referred to as DNR.

RCW 43.30 created DNR. Authority to enter into this Agreement includes RCW 76.09.010(2) (i), RCW 76.09.260 and RCW 76.09.405, and RCW 43.30.700(3), as well as RCW 39.34.080.

This Agreement provides support for The Tribe to participate in the implementation of the Forests Practices Program.

Funding for this Agreement is sourced by the state general fund as appropriated by the Washington State Legislature through the Forests and Fish Support Account.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Tribe shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in Attachment "A."

2.01 Period of Performance. Subject to its other provisions the period of performance of this Agreement shall commence on July 1, 2019 and be completed on June 30, 2021 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment. This Agreement is also intended to memorialize the oral agreement consistent with the terms and conditions of this Agreement, from July 1, 2019, to the date this Agreement becomes effective upon the signatures of all parties.

3.01 Payment. Payment for the work provided is established under RCW 39.34.130. The parties estimate that the work in total for this Agreement will not exceed One Hundred Seventy-Nine Thousand Six Hundred and Forty-Two Dollars (\$179,642), with Eighty-Nine Thousand Eight Hundred and Twenty-One Dollars (\$89,821) allocated to each fiscal year. Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment "B."

4.01 Billing Procedures. The Tribe shall submit no more than four invoices. Each invoice voucher submitted to the DNR by The Tribe will clearly reference *IAA #93-099336* and will reflect actual expenditures incurred for the billing period, including a dated detail general ledger report. A report on accomplishments, as referenced under reporting requirements in Attachment “B,” shall be submitted with each invoice. In addition to the semi-annual progress reports, The Tribe shall submit an annual summary progress report, which provides a roll-up of the activities for the year, with the final progress report for each fiscal year. Payment to The Tribe for approved and completed work will be made by warrant or account transfer within 30 days of DNR’s receipt of a complete invoice.

A. Invoice and reporting due dates are as follows:

Progress Reports	Invoices
FY 20	
January 15, 2020	January 31, 2020
July 10, 2020	July 10, 2020
FY 21	
January 15, 2021	January 29, 2021
July 9, 2021	July 9, 2021

Only eligible project-related costs will be reimbursed.

- B. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying as defined under RCW 42.17A; hiring lawyers, engaging in litigation about this contract or anything related to it, or any other legal actions; and other costs which are not directly related to the project.
- C. Capital expenses shall be limited to: equipment necessary to complete project on the implementation of the Forests and Fish Report as related in Attachment “A” – Scope of Work.
- D. Costs to be reimbursed by DNR under this agreement are those eligible costs incurred during the performance of this agreement on or after July 1, 2019 and until the termination date of June 30, 2021.
- E. When the Agreement expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever occurs first. The final invoice covering costs incurred for work performed on or before June 30, 2020 and June 30, 2021, must be submitted no later than **July 10, 2020 for Fiscal Year 20, and July 9, 2021 for Fiscal Year 21** to allow DNR sufficient time to process it. Payment of the final invoice shall be contingent upon DNR’s receipt and approval of any products or deliverables designated in Attachment “A.”

5.01 Records Maintenance. The Tribe shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by The Tribe in providing the services. These records shall be available for inspection, review, or audit

by personnel of DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. The Tribe shall keep all books, records, documents, and other material relevant to this Agreement for six years after Agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to, and the right to examine, any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be works for hire as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by The Tribe and the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register, and the ability to transfer these rights.

Data collected with funds from this agreement will be stored with the Salmon and Steelhead Stock Inventory Assessment Program (SSHIAP) at the Northwest Indian Fisheries Commission (NWIFC).

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the payment obligations or rights shall only apply to those services provided or costs incurred prior to the termination date according the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 30 working days to correct the violation or failure. If the failure or violation is not corrected within 30 days, the aggrieved party may immediately terminate the Agreement by notifying the other party in writing.

11.01 Termination for Funding Reasons. The DNR may unilaterally terminate this Agreement in the event that it loses funding from federal, state or other sources, or if funding is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination. DNR shall notify the Tribe as soon as funding appears precarious.

12.01 Treatment of Equipment. Title to all equipment necessary to complete the tasks in Attachment A, financed or furnished through this agreement, shall be considered "jointly-owned" unless otherwise provided herein. Equipment in this provision means "small and attractive items" identified in this agreement and items with a purchase unit price of \$300 or more purchased by The Tribe with funds from this agreement. Consumables are not included as equipment.

- A. Any equipment of DNR furnished to the Tribe under this Agreement shall be used by The Tribe only for the performance of this Agreement, unless otherwise provided herein.
- B. Any equipment purchased by The Tribe through this agreement with a unit price of \$300 or more needs to be properly accounted for with appropriate inventory control measures. DNR and The Tribe acknowledge that this participation grant is an ongoing collaboration and spans multiple years and agreements. If for any reason the Tribe's participation grant is terminated, any equipment with a unit price of \$300 or more purchased with Forest and Fish Support Account funds shall become the property of DNR unless the parties agree otherwise in writing.

All reference to The Tribe under this clause shall also include The Tribe employees, agents, representatives or subcontractors.

13.01 Disputes.

A. Should the parties disagree about the performance, interpretation, or enforcement of this Agreement, they will in the first instance attempt in good faith to resolve their disagreement informally. If the parties agree that it would be helpful, they may have face to face discussions in an attempt to resolve their disagreement. If a disagreement cannot be resolved through this process, it shall be deemed a "dispute."

B. If a dispute arises, it shall be handled by a dispute board. Each party to this Agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, Agreement terms, applicable statutes and rules, and then determine a resolution. The dispute board's determination shall be final and binding on the parties and not appealable. DNR recognizes and respects the Tribe's sovereign immunity from lawsuits.

14.01 Governance. DNR enters this Agreement under the authority granted by the laws of the state of Washington, and must interpret and apply the Agreement's terms so that it acts consistently with any applicable state or federal laws.

If the parties discover an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, DNR must act in resolving the inconsistency by giving precedence to the provisions in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

15.01 Assignment. The work to be provided under this Agreement and any claim arising from the Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior consent of the other party. Neither party shall unreasonably withhold consent.

16.01 Waiver. A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived in writing.

17.01 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.01 General Insurance Requirements. The Washington Department of Natural Resources is covered by tort liability provisions in Washington state statute, and the Tribe maintains general liability insurance. It is understood that each is a party to this Agreement and will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the respective party or parties. The DNR and the Tribe agree, to the extent permitted by respective, applicable state, federal, and tribal law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses incurred due to each party's own actions or those of its agents or employees in the performance of this Agreement.

The Tribe agrees, at its own expense, to maintain general liability insurance coverage for the duration of this Agreement.

19.01 Limited Waiver of Sovereign Immunity. The Tribe waives its sovereign immunity to suit only for claims asserted by (1) the state and/or (2) third parties as described in Section 18.01 above; and in both instances only for damages up to and not exceeding the limit of the grant, and only for events that occur while this Agreement is in effect. The Tribe will provide DNR with a Squaxin Island Council Resolution confirming such partial and limited waiver of sovereignty.

20.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.01 Contract Management. The Project Manager for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinators.

22.01 Project Managers.

- (1) The Project Coordinator for the Tribe is Sarah Zaniewski, Telephone Number 360-432-3818 and email: szaniewski@squaxin.us.
- (2) The Project Manager for DNR is Dawn Hitchens, Telephone Number 360-902-1399 and email: dawn.hitchens@dnr.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SQUAXIN ISLAND TRIBE
FTIN: 91-0922254

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

Signature Marvin Campbell Jr.	Date
Name Tribal Administrator	
Title 10 SE Squaxin Lane Shelton, WA 98584	
Address (360) 432-3818	
Telephone	

Signature Joseph P. Shramek	Date
Name Forest Practices Division Manager	
Title 1111 Washington Street SE Olympia, WA 98504-7012	
Address (360) 902-1398	
Telephone	

Interagency Agreement
Approved as to Form 3/17/2017
By the Assistant Attorney General
State of Washington

ATTACHMENT A

SCOPE OF WORK

July 1, 2019 – June 30, 2021

Goals/ Actions/ Deliverables	Description	Staff Months / % of Contract Budget
Goal 1	Adaptive Management Participation	2.5 staff months/ 25% of budget
Task 1.1	Participation in FFR Policy Sub-Groups and committees for rule-making review and writing	
Task 1.2	Participation in ISAG	
Task 1.3	Participation in tribal caucus meetings, preparation, reviewing documents	
Task 1.4	Participation in water quality monitoring projects and habitat assessments to evaluate the effectiveness of Forest Practices Rules on lands subject to Forest Practices	
Deliverable	Report on accomplishments in completing Statement of Work Due Dates: FY20 First Half (July 1-December 31, 2019): January 15, 2020 FY20 Second Half (January 1 – June 30, 2020): July 10, 2020 FY21 First Half (July 1 – December 31, 2020): January 15, 2021 FY21 Second Half (January 1 – June 30, 2021): July 9, 2021	
Goal 2	Forest Practices Rule Implementation	7 staff months / 65% of budget
Task 2.1	Screening of FPA's, RMAPs and WTMFs for issues of concern. Coordination with other reviewers, landowners and regulatory agencies	
Task 2.2	Participation in Forest Practices ID Teams; Field visits of FPAs RMAPs and WTMFs. Provide formal comments as deemed necessary and engage in regular communications with DNR field staff	
Task 2.3	Coordinated and independent participation in FFR meetings/activities/trainings	
Task 2.4	Review of HPAs and SEPA documents associated with FFR lands. Provide formal comments as deemed necessary	
Deliverable	Compiled into Goal 1.0 Deliverable	
Goal 3	Habitat Restoration on Forestlands Subject to FPRs	0.5 staff months / 5% of budget
Task 3.1	Participation on groups and committees as needed for planning and design of projects on forestland subject to the Forest Practices Rules	
Task 3.2	Participation in on-the-ground implementation and monitoring of projects	
Deliverable	Compiled into Goal 1.0 Deliverable	

<i>Goals/ Actions/ Deliverables</i>	<i>Description</i>	<i>Staff Months / % of Contract Budget</i>
Goal 4	Program Administration	0.5 staff months / 5% of budget
Task 4.1	Program funding management	
Deliverable	Compiled into Goal 1.0 Deliverable	

BUDGET

July 1, 2019 – June 30, 2021

Category of Expenditures	FY 20	FY 21	Total
Salaries & Benefits	\$64,374	\$64,374	\$128,748
Indirect (39.53%)	\$25,447	\$25,447	\$50,894
Total	\$89,821	\$89,821	\$179,642

Invoice Identification and Information: The Tribe shall submit no more than four invoices. Each invoice voucher submitted to the DNR by The Tribe will clearly reference *IAA #93-099336* and will reflect actual expenditures incurred for the billing period, including a dated detail general ledger report. Each invoice submitted by The Tribe must be accompanied by a report on accomplishments as referenced in the reporting requirements below. The due dates for invoices are as follows:

FY 20	FY 21
January 31, 2020	January 29, 2021
July 10, 2020	July 9, 2021

Special Budget Provisions: The total amount of transfer of funds between line item budget categories shall not exceed 10% of the total budget. Such transfer must have prior approval with the DNR contract manager. If the cumulative amount of the transfer exceeds or is expected to exceed 10% of the total budget, this is subject to justification and a contract amendment. DNR reserves the right to withhold 10% of funds until all tasks and final products have been successfully completed by The Tribe and accepted fully by DNR.

Reporting Requirements: The Tribe will submit a mid-project progress report and a final report on activities for each fiscal year in WORD using the table format which describes the progress made on the work performed as outlined in Attachment "A." The due dates for the reports are as follows:

FY 20	FY 21
January 15, 2020	January 15, 2021
July 10, 2020	July 9, 2021

END