



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 00- 14 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 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 and the 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 the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; **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**,

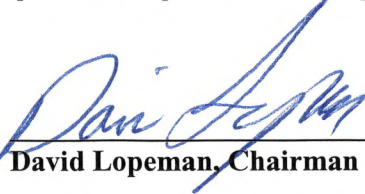
WHEREAS, THE Squaxin Island Tribe desires to obtain satisfactory "Sanitation Facilities for New and Renovated Homes for Participants from the Olympia District" of the Indian Health Service under Project PO-97-932A, **and**,

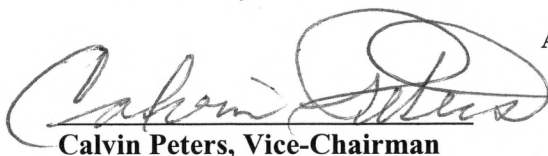
WHEREAS, the Memorandum of Agreement and Project Summary attached shall be signed by the Council Chairman of the Squaxin Island Tribe and the Director of Indian Health Service; **and**,

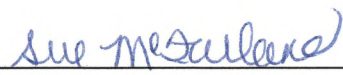
NOW THEREFORE BE IT RESOLVED, that the **Squaxin Island Tribal Council** does hereby authorize and approve the Memorandum of Agreement for Project PO-97-932A.

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 24th day of February, 2000, at which a quorum was present and was passed by a vote of 6 for, and 0 against with 0 abstentions.


David Lopeman, Chairman


Calvin Peters, Vice-Chairman

Attested by: 
Sue McFarlane, Secretary

MEMORANDUM OF AGREEMENT
BETWEEN
THE INDIAN HEALTH SERVICE
AND THE
SQUAXIN ISLAND TRIBE
OF THE
SQUAXIN ISLAND INDIAN RESERVATION
WASHINGTON

PUBLIC LAW 86-121
PROJECT PO-97-932A

This Agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Portland Area Indian Health Service, Department of Health and Human Services, under and pursuant to the provisions of Public Law 86-121 (73 Stat. 267), and the Squaxin Island Tribe of the Squaxin Island Indian Reservation, hereinafter referred to as the Tribe, acting through the Chairperson of the Squaxin Island Tribal Council.

WHEREAS, the Tribe desires to obtain satisfactory water supply and waste disposal (sanitation) facilities for the Indians of the Squaxin Island Indian Reservation; and,

WHEREAS, the Tribe has requested assistance of IHS under Public Law 86-121 in the construction of sanitation facilities for Indians on the Squaxin Island Indian Reservation; and,

WHEREAS, some homes have qualified for sanitation facilities or are expected to qualify this calendar year; and,

WHEREAS, IHS desires to assist in the provision of sanitation facilities for Indians on the Squaxin Island Indian Reservation,

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary, dated September 1997, entitled "Sanitation Facilities for Existing Homes for Participants from Indian Tribes in Olympic District, Public Law 86-121, Project PO-97-932", the parties mutually agree:

PARTICIPANTS, FACILITIES AND METHOD OF CONSTRUCTION

1. That no specific number of services is predetermined for any Tribe under this project. The actual homes to be served and the facilities to be constructed shall be determined by IHS from the lists submitted by all participating Tribes in the area served under this project. All homes must meet the qualification and feasibility criteria established by IHS. IHS' determination then shall be based primarily on the date on which these criteria are met and the home is occupied. Technical, administrative, and contractual considerations may also affect IHS' determinations.

2. That the names of participants, the sanitation facilities to be provided, and the method of constructing facilities shall be specified in an Engineering Report prepared by IHS.

3. That, for facilities to be provided by the Tribe, a letter Amendment to this Agreement, specifying the participants, required facilities, and maximum cash contribution(s) to be made by IHS plus any special conditions applicable to the work, shall be executed by the parties before any construction begins or any materials are ordered.

TRIBAL CONTRIBUTIONS

4. That the Tribe shall provide a representative to coordinate tribal participation under this Agreement.

5. That the Tribe shall assure that sewer lines are extended to a point five feet outside the homes approved for service; shall assure that power and adequate electrical facilities are available at each home; and shall assure that the homes are properly winterized, including skirting for mobile homes, to protect facilities from freezing.

- 6. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)
- 7. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)
- 8. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)
- 9. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

PERMISSION TO ENTER TRIBAL LANDS AND RIGHTS-OF-WAY

10. That the Tribe hereby grants permission for IHS and its representatives to enter upon or cross Tribal lands on the Squaxin Island Indian Reservation to carry out the project outlined in the attached Project Summary and Engineering Report, and provided for in this Agreement, and further agrees to waive all claims which may arise by reason of such entry, except those claims that qualify under the Federal Tort Claims Act.

11. That the Tribe shall provide, at no cost to IHS, all required lands, easements, and rights-of-way necessary for the construction of sanitation facilities as described in the attached Project Summary and the Engineering Report.

CONSTRUCTION COSTS

- 12. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)
- 13. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

INDIAN HEALTH SERVICE CONTRIBUTIONS

14. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

15. That, for all facilities not to be constructed by the Tribe, IHS shall provide, without charge to the Tribe or participants, all materials, supplies, equipment, and labor required for the design and construction of sanitation facilities, as described in the Project Summary and Engineering Report and any subsequent amendments.

16. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

17. That IHS shall provide, without charge, instructions on the proper utilization, maintenance, operation, and protection of facilities provided.

18. That, for facilities it provides, IHS shall obtain to the extent feasible one-year warranties for the Tribe and participants from IHS contractors, suppliers, and manufacturers on equipment, work and supplies provided by them. IHS shall assist the Tribe in obtaining the benefits and protection of all warranties on equipment and work provided under this Agreement. In the event of a problem occurring within the first year of installation with the design or construction of facilities not protected by the warranties of the suppliers or manufacturers, IHS will correct the problem, subject to the availability of funds and staff resources, as determined by IHS.

FINAL INSPECTION

19. That the individual Tribal participant, the Tribal Representative, and the Project Engineer shall conduct a joint final inspection at each project participant's home of all facilities installed to determine that construction has been completed in accordance with plans and specifications.

TRANSFER OF FACILITIES

20. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

21. (NOT APPLICABLE TO THIS MEMORANDUM OF AGREEMENT)

22. That IHS shall transfer to the head of each household without charge, by letter to the Tribe from the Area Director, the facilities constructed by IHS under this Agreement, and that the head of each household shall be responsible thereafter for the maintenance and repair of such individual facilities as his/her own property to keep them in effective, operating condition.

23. That prior to the transmittal of the letter of transfer of facilities constructed by IHS the Tribe shall be notified via registered letter of completion of the project. The Tribe may object to transfer of the project by letter to the Area Director within thirty (30) days of the receipt of the completion notice. If no Tribal objection is received within this thirty (30) day period, the letter of transfer shall be transmitted by IHS.

24. That in the event of a valid Tribal objection, IHS shall investigate the reasons and attempt to resolve any differences. Upon resolution of the valid objection, IHS shall repeat the letter of notification of the objection period prior to issuing a letter of transfer.

25. That no objection shall be considered valid if it consists of issues or items of work not specifically included in the Project Summary, the Memorandum of Agreement, and the Engineering Report.

26. That in the event of an invalid objection, IHS shall notify the Tribe, by registered letter, why the objection is invalid, and shall allow an additional thirty (30) days for Tribal comment prior to issuing a letter of transfer.

PROJECT SCHEDULE

27. That in the interest of coordination, quality control, and efficiency, before construction of the project begins, a work plan for scheduling and conduct of the project will be prepared by the IHS Project Engineer and the designated Tribal Representative. The work plan will specify a time schedule for completing each major item of work.

CHANGES IN FACILITIES AND PARTICIPANTS

28. That the facilities to be provided by IHS may be altered by IHS to reflect changing conditions.

29. That the Tribe may alter the participant list specified in the Engineering Report, by written notification from its designated representative at any time prior to approval for construction at any affected home, except that in no case shall the number of homes exceed the number specified in the Engineering Report and any corresponding Amendment to the Memorandum of Agreement.

30. That additional participants may be served if sufficient funds are available, and if participants meet qualification and feasibility criteria, in accordance with Paragraph 1 above. If additional participants are to be served, an Engineering Report Supplement specifying the participants and facilities shall be prepared by IHS. This Supplement will specify the numbers and types of additional services to be provided.

31. That IHS reserves the right to delete from the project any home for which qualification requirements have not been met by September 30, 1998, and to withdraw any or all funds intended to serve the home.

DURATION OF AGREEMENT

32. That the duration of this Agreement is 12 months from the date of execution of this Agreement. IHS reserves the right to end its participation in the project at any time after the end of this term. Should this Agreement be ended prior to completion, then all facilities partially or fully constructed at that time shall become the property of the person or entity to whom they would have been transferred had the Agreement been fulfilled. IHS shall provide the Tribe written notification that it has ended its participation in the project.

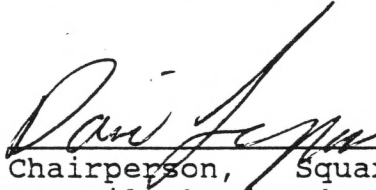
CONCURRENCE WITH PROJECT SUMMARY

33. That the Tribe has received and concurs with the Project Summary for Project PO-97-932, upon which this Agreement is based.

IN WITNESS TO THE TERMS OF THIS AGREEMENT, the parties have subscribed their names.

FOR THE SQUAXIN ISLAND TRIBE:

2/24/00
Date



Chairperson, Squaxin Island Tribal Council, having been duly authorized to enter into this Agreement on behalf of the Squaxin Island Tribe, as evidenced by the attached resolution made by the Council.

FOR THE INDIAN HEALTH SERVICE:

Date

Director, Portland Area Indian Health Service, Department of Health and Human Services.