



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 06-37
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, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; 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 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 Tribal Council desires to upgrade its existing wastewater system to accommodate the growing governmental and residential needs in Indian country; and

WHEREAS, one step in the process of upgrading the wastewater system is to prepare the site for a wastewater reuse facility (“WRF”); and

WHEREAS, tribal staff have negotiated a contract with Richard L. Martin, Inc. to perform certain site preparation services related to the WRF project;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the Richard L. Martin, Inc. contract (as attached); and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council waives its sovereign immunity as follows:

10. Jurisdiction and Venue; Sovereign Immunity; Governing Law

10.1 Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Contract may be brought against either of the parties in the Courts of the State of Washington, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein, except that nothing in this Contract shall be construed as a waiver of the Tribe's sovereign immunity except as explicitly stated herein. Process in any action or proceeding referred to in the previous sentence may be served on either party anywhere in the world.

10.2 The Tribe expressly waives its sovereign immunity from suit with respect to the obligations and indebtedness that arise out of or relate to this Contract, provided that the waiver of sovereign immunity expressed herein is expressly limited as follows:

- 10.2.1 The waiver of sovereign immunity expressed herein is limited to Contractor;
- 10.2.2 The waiver of sovereign immunity expressed herein is limited to Seventy Thousand Dollars (\$70,000.00);
- 10.2.3 The waiver of sovereign immunity expressed herein is limited to the net unrestricted revenues of the Tribe's general fund;
- 10.2.4 The waiver of sovereign immunity expressed herein is limited to the jurisdiction of the Courts of the State of Washington, including the appellate division of that Court.

10.3 The parties agree that this Contract shall be governed by the laws of the State of Washington.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Executive Director is hereby authorized to execute the Contract on behalf of the Squaxin Island Tribe and is further authorized to do any and all acts necessary to implement and/or perform the Contract.

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a special meeting of the Squaxin Island Tribal Council, held on this 4th day of May, 2005 at which time a quorum was present and was passed by a vote of 6 for and 0 against with 0 abstentions.

Patti Pehr for
Jim Peters, Chairman

Attested by: Vince Henry Sr.
Vince Henry, Sr., Secretary

Andy Whitener
Andy Whitener, Vice Chairman