



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 06-91

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 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 an established commitment to and history of working to obtain funding from various sources, including federal and tribal funding, for on-reservation and off-reservation transportation projects of importance to the Tribe and the surrounding community; **and**

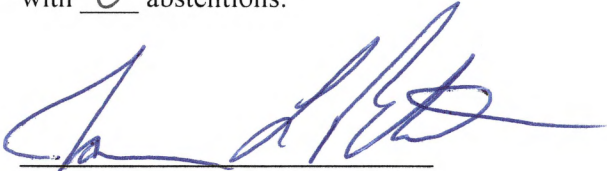
WHEREAS, the Tribe desires to repair and restore pavement on Skalapin Lane, Qua-Ta-Sat Court, and Klah-Che-Min Drive.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the independent contract agreement (hereafter the "Contract") between the Squaxin Island Tribe and Medicine Creek Consulting for the repair and restoration of pavement on Skalapin Lane, Qua-Ta-Sat Court, and Klah-Che-Min Drive as modified and including a limited waiver of sovereign immunity as attached.

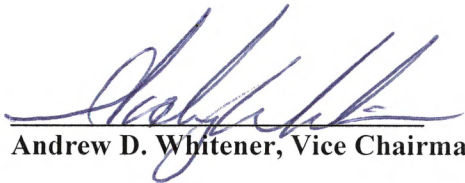
NOW THEREFORE BE IT FINALLY RESOLVED, that the Chairman and the Executive Director are hereby authorized to execute the Contract, with minor and/or non-substantive revisions as necessary to complete the execution of the Contract, on behalf of the Squaxin Island Tribe and are further authorized to do 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 regular meeting of the Squaxin Island Tribal Council, held on this 12th day of October 2006 at which time a quorum was present and was passed by a vote of 4 for and 0 against with 0 abstentions.

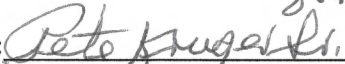


James L. Peters, Chairman



Andrew D. Whitener, Vice Chairman

Attested by:

for Vincent H.

Vincent Henry, Sr., Secretary

Addendum "A"

This Attachment is incorporated and made a part of the contract dated September 19, 2006 between the Squaxin Island Tribe (hereafter "Owner") and Medicine Creek, LLC (hereafter "Contractor") and the "Contract Documents" referenced therein. To the extent that any provision of this Addendum A differs from or conflicts with a provision of the Contract Documents, the terms of this Addendum A shall govern.

Limited Waiver of Sovereign Immunity:

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

1. The waiver of sovereign immunity expressed herein is limited to Contractor;
2. The waiver of sovereign immunity expressed herein is limited to the contract price specified in the Contract Documents;
3. The waiver of sovereign immunity expressed herein is limited to the jurisdiction of the Squaxin Island Tribal Court including the appellate division of that Court.

Squaxin Island Tribe
SE 10 Squaxin Lane
Shelton, WA 98584

Medicine Creek Consulting, LLC

By: _____
Date: _____

By: Erik Johnson, Member
Date: _____

By: Jim Oakes, Member
Date: _____