



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 15-24

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 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;

WHEREAS, it is the best interests of the Tribe to enter into agreements with the Port of Shelton facilitates moorage of the Tribe's boathouse and aquaculture project;

WHEREAS, it is necessary for the Tribe to waive its inherent sovereign immunity to the extent necessary to make the terms and conditions of the moorage agreement mutually enforceable;

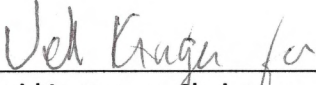
NOW THEREFORE BE IT RESOLVED, that the Tribe is authorized to enter into the Port Of Shelton Indemnification And Hold Harmless Agreement/Oakland Bay Marina – Moorage;

BE IT FURTHER RESOLVED, that the Tribe as Tenant waives its inherent sovereign immunity to the following extent for this Agreement:

Tenant waives its sovereign immunity to suit in state or federal court only for claims asserted by the Port, only for damages up to and not exceeding the limit of its insurance policy, and only for events that occur while Tenant's lease is in effect.

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 14 day of May, 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: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman

**PORT OF SHELTON INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
OAKLAND BAY MARINA - MOORAGE**

The Undersigned having entered into a Moorage Agreement with the Port of Shelton further enters into the following agreement.

This Indemnification and Hold Harmless Agreement (hereinafter "Agreement") is entered into by and between the Port of Shelton (hereinafter "Owner") and Squaxin Island Tribe (hereinafter "Tenant") on this __ day of April, 2015.

The Tenant agrees to protect, defend, indemnify and hold harmless the Owner (the Port of Shelton, its Board of Commissioners, directors, staff, employees and executives, administrators, successors and assigns) for any and all activities by Tenant or Tenant's employees, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of the existence of the Tenant's property located at the Port of Shelton Oakland Bay Marina or any violation of law or regulation by Tenant or negligent act and/or omission of Tenant and Tenant's agents, volunteers or employees, arising out of or in connection with the activities of the Tenant under this this Agreement and the Moorage Agreement of the parties, including but not limited to any personal injury, death, and/or property damage, claim, demand, lawsuit or other proceeding, including administrative enforcement actions, brought against Tenant or Owner.

Owner agrees to protect, defend, indemnify and hold harmless the Tenant for any and all activities by Owner's employees, officers, elected officials, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of the existence of Owner's property located at the Port of Shelton Oakland Bay Marina, or any violation of law or regulation by Owner or other negligent act and/or omission of its elected officials, officers, agents, volunteers or employees, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding, including industrial insurance claims and administrative enforcement actions, brought against the Tenant or Owner.

Tenant waives its sovereign immunity to suit in state or federal court only for claims asserted by the Port, only for damages up to and not exceeding the limit of its insurance policy, and only for events that occur while Tenant's lease is in effect. Tenant will provide the Port with a Squaxin Island Council Resolution confirming such partial and limited waiver of sovereignty.

No promise, inducement or agreement, which is not contained herein, has been made to the undersigned. This release contains the entire agreement relating to the Indemnification and Hold Harmless Agreement.

THE FOREGOING RELEASE HAS BEEN CAREFULLY READ BY THE UNDERSIGNED AND THE CONTENTS OF THIS AGREEMENT ARE CLEAR. THIS DOCUMENT IS SIGNED AS THE FREE ACT OF THE UNDERSIGNED.

IN WITNESS WHEREOF, this document is executed on the date first written above.

By:
PORT OF SHELTON

By: Don Whitener
SQUAXIN ISLAND TRIBE