



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 23- 59

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; 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 of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; 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 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; and

WHEREAS, the Tribe wishes to enter into Grant Agreement with the State of Washington, by the State Parks & Recreation Commission, acting through the Recreation and Conservation Office (“RCO”); and

WHEREAS, the funding from this grant will be used to engage tribal youth community members through the Tribe’s Stepping Stones Outdoor Education program; and

WHEREAS, in order to complete and execute the agreement, it is necessary for the Tribal Council to approve the terms of the agreement; to authorize execution of any and all documents required; and to issue a waiver of sovereign immunity;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby agrees to enter into the attached Grant agreement with the State of Washington, RCO.

NOW THEREFORE BE IT FURTHER RESOLVED, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this agreement to the waiver located under the “Provisions for Federally Recognized Indian Tribes,” on pages 17 & 18 of the Agreement:

PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES

For this Agreement between the RCO and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

A. Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

C. As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe’s behalf to bind the Tribe and waive the Tribe’s sovereign immunity as provided herein.

D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any

judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the Funding Entity, the RCO, and any other state entity or agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribal Council hereby authorizes the Tribal Administrator to do any and all things necessary to effect execution of the RCO Grant Agreement.

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 14th day of September, 2023, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

Kristopher K Peters

Kristopher K Peters (Sep 27, 2023 12:04 PDT)

Kris Peters, Chairman

Attested by: 
Patrick Braese, Secretary

Jaimie Cruz

Jaimie Cruz (Sep 27, 2023 12:57 PDT)

Jaimie Cruz, Vice Chair












SIT - Education RCO Grant Waiver_

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfFo8CnIIGrZh2W3fGigyKAN94s539RC

"SIT - Education RCO Grant Waiver_" History

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Signature Date: 2023-09-27 - 8:01:36 PM GMT - Time Source: server- IP address: 216.235.99.235

 Agreement completed.

2023-09-27 - 8:01:36 PM GMT