



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 24-06

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

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 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;

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;

WHEREAS, the Squaxin Island Tribe and the Washington Department of Ecology entered into a One-Time Grant Program Agreement with the Washington Department of Ecology for Ecology to provide monitoring and restoration of Kelp Bed on Squaxin Island;

WHEREAS, the grant agreement contains a limited waiver of sovereign immunity regarding any disputes related to the agreement;

WHEREAS, in order to induce the Department of Ecology to complete and execute the agreement, it was 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 limited waiver of sovereign immunity;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council ratifies its decision to enter into the attached agreement with the Department of Ecology to provide funding for Kelp monitoring and restoration to the Tribe;

NOW THEREFORE BE IT RESOLVED, the Tribal Council ratifies its decision to specifically limit its waiver of sovereign immunity for the purposes of this agreement to the limited waiver as stated in Agreement

Specific Terms and Conditions, located on page 9 of the attached grant agreement;

LIMITED WAIVER OF SOVEREIGN IMMUNITY: Except as provided in this paragraph, the Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as stated herein. The Tribe hereby grants and provides a limited waiver of sovereign immunity to enforce the terms of this Agreement. This limited waiver of sovereign immunity shall apply in Washington State court of competent jurisdiction. This waiver does not extend to and 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; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe. The limited waiver of sovereign immunity shall apply during the period of performance of this Agreement. Any payment of a monetary judgment arising from a resolution or judgment under this Agreement, or any other defense and/or indemnity obligation under this Agreement, shall be limited by and to the grant amount of \$300,000.00.

FINALLY, THEREFORE BE IT RESOLVED, that the Tribal Council hereby authorizes the Council Chairman or the Executive Director, Erika Thale, to do any and all things necessary to effect execution of the Contract.

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 25th day of January, 2024, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

Kristopher K Peters

Kristopher K Peters (Jan 26, 2024 13:54 PST)

Kris Peters, Chairman

Attested by: *Marvin E. Campbell* for
Marvin E. Campbell (Jan 26, 2024 19:55 PST)
Patrick Braese, Secretary

Jaimie Cruz

Jaimie Cruz (Jan 26, 2024 14:24 PST)

Jaimie Cruz, Vice Chair

NR - Dept. of Ecology Kelp Bed Restoration and Monitoring 2024

Final Audit Report

2024-01-27

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-  Document created by Melissa Puhn (mpuhn@squaxin.us)
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-  Signer kpeters@squaxin.us entered name at signing as Kristopher K Peters
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 Agreement completed.

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