



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 24-19

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 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 Shorelands National Coastal Wetlands Conservation Grant Program Agreement with the Washington Department of Ecology for the restoration of approximately 73 acres of coastal wetland habitat along Skookum Creek in Mason County;

**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;

**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 14 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 total grant project cost of \$1,403,000.00.

**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 14 day of March 2024, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.

Kris Peters  
Kris Peters (Mar 15, 2024 10:25 PDT)  
\_\_\_\_\_  
**Kris Peters, Chairman**

Attested by: Marvin E. Campbell  
Marvin E. Campbell (Mar 15, 2024 10:35 PDT)  
\_\_\_\_\_  
**Marvin Campbell, Treasurer**

Jaimie Cruz  
Jaimie Cruz (Mar 15, 2024 12:05 PDT)  
\_\_\_\_\_  
**Jaimie Cruz, Vice Chair**

# NR - Dept of Ecology Shorelands National Coastal Wetlands Conservation

Final Audit Report

2024-03-15


Created:	2024-03-15
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACegli6Cc5iUZ5qZcXeVE28MSYLU0U9tm

## "NR - Dept of Ecology Shorelands National Coastal Wetlands Conservation" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)  
2024-03-15 - 5:21:00 PM GMT- IP address: 216.235.106.129
-  Document emailed to Kris Peters (kpeters@squaxin.us) for signature  
2024-03-15 - 5:21:07 PM GMT
-  Document emailed to Jaimie Cruz (jcruz@squaxin.us) for signature  
2024-03-15 - 5:21:07 PM GMT
-  Document emailed to Marvin Campbell (mcampbell@squaxin.us) for signature  
2024-03-15 - 5:21:07 PM GMT
-  Email viewed by Kris Peters (kpeters@squaxin.us)  
2024-03-15 - 5:24:55 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Kris Peters (kpeters@squaxin.us)  
Signature Date: 2024-03-15 - 5:25:09 PM GMT - Time Source: server- IP address: 71.231.44.163
-  Email viewed by Marvin Campbell (mcampbell@squaxin.us)  
2024-03-15 - 5:35:27 PM GMT- IP address: 104.47.56.254
-  Signer Marvin Campbell (mcampbell@squaxin.us) entered name at signing as Marvin E. Campbell  
2024-03-15 - 5:35:38 PM GMT- IP address: 73.12.32.27
-  Document e-signed by Marvin E. Campbell (mcampbell@squaxin.us)  
Signature Date: 2024-03-15 - 5:35:40 PM GMT - Time Source: server- IP address: 73.12.32.27
-  Email viewed by Jaimie Cruz (jcruz@squaxin.us)  
2024-03-15 - 7:05:34 PM GMT- IP address: 104.47.56.254

 Document e-signed by Jaimie Cruz (jcruz@squaxin.us)

Signature Date: 2024-03-15 - 7:05:57 PM GMT - Time Source: server- IP address: 172.56.105.184

 Agreement completed.

2024-03-15 - 7:05:57 PM GMT