



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 24-37

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 Tribe maintains a number of long-term investments to safeguard the health, safety, and welfare of the Squaxin people; and

WHEREAS, the Tribal Council finds it is necessary to enter into an Agency Agreement with Columbia Trust Company to provide investment management and safe custody for the investment assets.

WHEREAS, the Tribal Council finds that this agreement contains a provision that requires a limited waiver of sovereign immunity, as it applies to Section 18. General Provisions, subsection (a) as stated below:

- a. Governing Law; Venue; Attorneys' Fees. This agreement will governed and construed in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the state in which your account is opened. Each party irrevocably consents to the exclusive jurisdiction and venue of any appropriate federal or state court within King County, Washington, in connection with any matter based upon or arising out of this Agreement or

the matters contemplated herein. If either party brings any suit or action against the other Party for relief, declaratory or otherwise, arising out this Agreement, the prevailing Party shall have the right to recover against the other Party, in addition to all court costs and disbursements, such sum as the Court may adjudge to be a reasonable attorneys' fee.

NOW THEREFORE BE IT RESOLVED, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of the Agency Agreement with Columbia Trust Company;

FINALLY THEREFORE BE IT RESOLVED, that the Tribal Council hereby authorizes its Chairman, Kris Peters, its Executive Director, Erika Thale, and/or its CFO, Jennifer Ogno, to do any and all things necessary to effect execution and implementation of the Agency Agreement, attached herein.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the special meeting of the Squaxin Island Tribal Council, held on this 23rd day of May, 2024, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

Kris Peters

Kris Peters (May 24, 2024 08:05 PDT)

Kris Peters, Chair

Attested by: James Peters

James Peters

James Peters (May 29, 2024 14:59 PDT)

James Peters, Secretary

Jaimie Cruz

Jaimie Cruz (May 23, 2024 12:36 PDT)

Jaimie Cruz, Vice Chair











SIT - Columbia Trust Co Agency Agreement 2024


Final Audit Report

2024-05-29


Created:	2024-05-23
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFyaX4BIsNqlzqAi69CH2gkYHoj0SDtTI

"SIT - Columbia Trust Co Agency Agreement 2024" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)
2024-05-23 - 7:24:04 PM GMT
-  Document emailed to Kris Peters (kpeters@squaxin.us) for signature
2024-05-23 - 7:24:09 PM GMT
-  Document emailed to Jaimie Cruz (jcruz@squaxin.us) for signature
2024-05-23 - 7:24:09 PM GMT
-  Document emailed to James Peters (jpeters@squaxin.us) for signature
2024-05-23 - 7:24:09 PM GMT
-  Email viewed by Jaimie Cruz (jcruz@squaxin.us)
2024-05-23 - 7:36:13 PM GMT
-  Document e-signed by Jaimie Cruz (jcruz@squaxin.us)
Signature Date: 2024-05-23 - 7:36:22 PM GMT - Time Source: server
-  Email viewed by James Peters (jpeters@squaxin.us)
2024-05-24 - 2:49:52 AM GMT
-  Email viewed by Kris Peters (kpeters@squaxin.us)
2024-05-24 - 3:04:58 PM GMT
-  Document e-signed by Kris Peters (kpeters@squaxin.us)
Signature Date: 2024-05-24 - 3:05:33 PM GMT - Time Source: server
-  Email viewed by James Peters (jpeters@squaxin.us)
2024-05-29 - 9:25:15 PM GMT

 Document e-signed by James Peters (jpeters@squaxin.us)

Signature Date: 2024-05-29 - 9:59:37 PM GMT - Time Source: server

 Agreement completed.

2024-05-29 - 9:59:37 PM GMT