



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 24-44

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 Tribal Council desires to allow eligible tribal members to obtain low interest home loans on tribal trust lands from the U.S. Department of Veterans Affairs (“the VA”); and

**WHEREAS**, it is necessary and in the best interests of the Tribe to enter into a Memorandum of Understanding (MOU) with the VA for said purposes; and

**NOW THEREFORE BE IT RESOLVED**, the Squaxin Island Tribal Council hereby authorizes its Chairman Kris Peters, or its Executive Director Erika Thale, to sign the MOU in substantially the same form as attached hereto.


**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 13th day of June, 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 \(Jun 14, 2024 12:51 PDT\)](#)

**Kris Peters, Chair**

Attested by  [Josh Whitener \(Jun 16, 2024 15:58 PDT\)](#) for  
**Jim Peters, Secretary**

*Jaimie Cruz*

[Jaimie Cruz \(Jun 17, 2024 03:29 PDT\)](#)

**Jaimie Cruz, Vice Chair**

## MEMORANDUM OF UNDERSTANDING

BETWEEN

The Squaxin Island Tribe

AND

The United States Department of Veterans Affairs

Whereas the Secretary of the United States Department of Veterans Affairs (VA) is authorized under 38 U.S.C. §§ 3761-3765 to make direct loans to Native American Veterans for the purchase, construction, or improvement of dwellings located on trust land, or to refinance the direct loans, and

Whereas 38 U.S.C. § 3762 requires that, as a condition of VA making these direct loans, the tribal organization with jurisdiction over the Native American Veteran enter into a Memorandum of Understanding with VA with respect to the loans, and

Whereas the Squaxin Island Tribe (the Tribe), a tribal organization with jurisdiction over Native American Veterans who are members of the Tribe, has resolved that it should enter a Memorandum of Understanding with VA so that these Native American Veterans can obtain direct loans from VA.

Now therefore, in consideration of these premises and other good and valuable consideration, the parties agree as follows:

1. VA will make direct loans available to qualified Native American Veterans for the purchase, construction, or improvement of homes on trust land, or for the refinance of such loans, to the extent funds are available and subject to such terms and conditions as may be established by VA.
2. The Tribe has established standards and procedures that apply to trust land and the property interest conveyed by a Native American borrower/mortgagor to a lender, Federal Agency, or their assignee as security for a loan, including procedures for foreclosure, eviction, and resale of the lot or the dwelling (or both) purchased, constructed, or improved using the proceeds of the loan, or a refinance of such loan. It is agreed that for the purpose of foreclosure and eviction actions, the Squaxin Island Tribal Courts have jurisdiction. This Memorandum of Understanding, however, does not supersede any Federal law of jurisdiction. VA is not waiving any right of action the U.S. Department of Justice may have related to VA's home loan program, including the right to pursue all available legal remedies under the note and mortgage, or any other remedy or appeal authorized by Federal law.

3. That each Native American Veteran who is under the jurisdiction of the Tribe and to whom VA agrees to make a direct loan, holds, possesses, or will obtain a meaningful interest in a lot or dwelling (or both) that is located on trust land and that the VA loan will be made for an authorized purpose.

(a) That each Native American Veteran will convey the above described interest to VA, by mortgage or other appropriate instrument, as security for the loan.

(b) That the Tribe and each Native American Veteran who obtains a loan from VA will permit VA and its agents and employees to enter upon the trust land of the Tribe and the Native American Veteran for the purpose of carrying out such actions as VA determines are necessary to evaluate the advisability of the loan, to monitor any purchase, construction, or improvements carried out using the proceeds of the loan, to protect the property from vandalism and the elements, and to make property inspections in conjunction with loan servicing, financial counseling, foreclosure, acquisition, eviction, management, repair, and resale of the security interest.

(c) With respect to any leasehold estate securing a VA loan, the Tribe, as lessor, agrees that it shall not attempt to cancel, modify, amend terminate, surrender, or forfeit such a leasehold estate without the prior written consent of VA as long as the VA loan remains outstanding, which consent shall not be unreasonably withheld..

4. The Tribe will, to the extent reasonably possible, assist VA in its efforts to manage this program in a prudent and cost-effective manner. This includes assisting VA in finding qualified substitute purchasers if the Native American Veteran is unable to fulfill his or her obligations under the loan. This may also include carrying out evictions, assuring that mortgages and other legal instruments can be properly recorded, and otherwise assuring that the program is operated in a responsible and prudent manner.

5. By making a loan to a Native American Veteran, VA does not guaranty the condition of the property securing the loan.

6. VA and the Tribe reserve the right to suspend or terminate this agreement in their sole discretion to protect the interests of the U.S. Government or the Tribe. The suspension or termination will be communicated in writing at least 30 days prior to its effective date unless lack of funding or a change in law precludes providing a 30-day notice.

In Witness whereof, the parties hereto have signed this agreement as follows:

\_\_\_\_\_  
Executive Director, Loan Guaranty Service  
For the Secretary, U.S. Department of Veterans Affairs  
Pursuant to delegated authority at 38 C.F.R. 36.4527(i)

DATE \_\_\_\_\_

\_\_\_\_\_  
Squaxin Island Tribe

DATE \_\_\_\_\_












# VA MOU Resolution

Final Audit Report

2024-06-17

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