



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 24- 83

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 the tribal members, and with 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;

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;

WHEREAS, the Squaxin Island Tribe wishes to receive a Shorelands National Coastal Wetlands Conservation grant from the Washington State Department of Ecology ("Ecology") to complete West Oakland Bay Restoration Phase 3 by restoring 18.6 acres of North saltmarsh lobe, remove 1.5 acres of invasive plants in the riparian zone, remove 1/4 mile of shoreline armoring and construct a 0.1-acre sediment retention feature. The goal of the project is to reestablish and permanently protect a saltmarsh estuary that was lost when an industrial harbor was created over 100 years ago; and

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

WHEREAS, in order to induce Ecology to complete and execute the agreement, it is necessary for the Tribal Council to ratify and approve the terms of the agreement; to authorize execution of any and all documents required; to issue a limited waiver of sovereign immunity; and to consent that the Tribe may be sued in a court having jurisdiction in disputes over matters related to the agreement.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby agrees to enter into the attached agreement with Ecology to provide grant funding to the Tribe according to the attached agreement.

NOW THEREFORE BE IT RESOLVED, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this agreement to the limited waiver as stated in the Agreement Specific Terms and Conditions, on page 16 of the attached agreement; as follows:

LIMITED WAIVER OF SOVEREIGN IMMUNITY: The Squaxin Island Tribe, for the purposes of this agreement, grants Ecology a limited waiver of sovereign immunity. Such waiver is limited solely to equitable remedies and/or recovery of damages under this agreement up to the total grant award during the term of this Agreement. Such waiver is only for Ecology, and may not be assigned, or otherwise transferred to any third-party.

NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby authorizes the Council Chairman, Executive Director, Director of Operations or the Chief Financial Officer to do any and all things necessary to effect execution of the Contract.

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 26th day of September at which time a quorum was present and was passed by a vote of 3 for and 0 against with 0 abstentions.

Kristopher Peters

Kristopher Peters (Sep 26, 2024 15:06 PDT)

Kristopher Peters, Chairman

Jaimie Cruz

Jaimie Cruz (Oct 7, 2024 12:10 PDT)

Jaimie Cruz, Vice Chair

James Peters

James Peters (Sep 26, 2024 21:21 PDT)

James Peters, Secretary












EAGL Signing Authority

Final Audit Report

2024-10-07

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