

TITLE 2. ADMINISTRATION AND GOVERNMENT SERVICES

Chapter 2.4

SUQUAMISH FOUNDATION CHARTER

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2.4.1. Title. The title of this chapter shall be the Suquamish Foundation Charter.

2.4.2. Authority. The Suquamish Tribal Council (“Tribal Council”) is authorized by Article III, Section (i) of the Constitution and Bylaws of the Suquamish Tribe to create this Tribally chartered foundation.

2.4.3. Name. The name of the organization shall be the Suquamish Foundation, hereinafter referred to as the “Foundation.”

2.4.4. Duration. The duration of the Foundation shall be perpetual unless and until terminated by the Tribal Council, as set forth herein.

2.4.5. Findings.

(a) The Suquamish people have lived in and around the Kitsap Peninsula since time immemorial. Prior to contact with non-Indians, the Suquamish people had a rich, vibrant culture based on the spiritual and moral teachings of their ancestors. They also had a strong, vigorous economy in which they traded salmon and other goods and products with Indian communities throughout what is now known as the Northwest region of the United States and Canada. Other

1 tribal communities greatly respected Suquamish leaders, often seeking advice from them and
2 asking them to intervene and resolve inter-tribal disputes. When non-Indian traders reached the
3 Northwest, the Suquamish people were among the first to befriend and conduct trade with them.
4

5 (b) In 1855, Chief Seattle, leader of the Suquamish people, signed the Treaty of Point
6 Elliot with the United State of America. In signing this treaty, Chief Seattle intended to insure
7 the continuing vitality of the Suquamish people’s way of life. In exchange for ceding over
8 81,000 acres of Suquamish territory, Chief Seattle secured a permanent homeland, now called
9 the Port Madison Indian Reservation, and secured continuing financial and other assistance from
10 the United States Government to insure the education, medical care, social and economic welfare
11 of his people.
12

13 (c) In the intervening 150 years since 1855, the United States government, through
14 misguided policies and actions, failed to fully fulfill its treaty obligations and devastated the
15 Suquamish people and the Suquamish tribal community. During this time, over 60% of the
16 Suquamish homeland fell into non-Indian ownership. Federal Indian agents separated
17 Suquamish children as young as six from their parents and forced them to attend distant boarding
18 schools which prohibited the children from speaking their native language and practicing their
19 native religion. Federal Indian agents forced Suquamish fishers to stop fishing in an attempt to
20 make them potato farmers.
21

22 (d) The Suquamish people, through sheer will power and self determination, have
23 survived these multiple attempts to quash the Suquamish culture and traditional way of life. The
24 Suquamish people have returned to generating revenues for their community through treaty
25 fishing activities and other economic endeavors. The Suquamish people understand that the
26 revitalization of the Suquamish culture and spirit can best be accomplished by creating a
27 Foundation that will allow other interested people and organizations to help the Tribe fulfill the
28 legacy of Chief Seattle.
29

30 2.4.6. Purpose. The Purpose of the Foundation is to benefit the Tribe, its people and its mission
31 and thereby, fulfill the legacy of Chief Seattle. The Foundation is organized exclusively for
32 charitable, educational, cultural, spiritual and scientific purposes, including for such purposes,
33 the making of distributions to organizations that qualify as exempt organizations under
34 §501(c)(3) of the Internal Revenue Code of 1986 (“IRC”) or any successor or provision, to do
35 any and all lawful activities which may be deemed to be necessary, useful or desirable for the
36 furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or
37 indirectly, alone or in conjunction or cooperation with others, whether such others be persons or
38 organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions,
39 foundations, or governmental bureaus, departments, or agencies.
40

41 2.4.7. Limitations.
42

43 (a) All of the purposes and powers of the Foundation shall be exercised exclusively in
44 such manner that the Foundation shall qualify as an exempt organization under the IRC and that
45 contributions to the Foundation shall be deductible under IRC §170(c)(2).
46

1 (b) The Foundation shall not carry on propaganda or otherwise attempt to influence
2 legislation, except as is permitted to an exempt organization in the IRC. The Foundation shall
3 not participate or intervene in, including the publishing or distribution of statements with respect
4 to, any political campaign on behalf of or in opposition to any candidate for public office.
5

6 (c) Notwithstanding any other provisions of this Charter, the Foundation shall not carry
7 on any activities that are prohibited to be carried on by a foundation that (a) is exempt from
8 federal and state income taxes under the IRC or (b) receives contributions which are deductible
9 under IRC §170(c)(2).
10

11 (d) No part of the net earnings of the Foundation shall inure to the benefit of, or be
12 distributable to, its trustees, officers or other private persons, except that the Foundation is
13 authorized or empowered to pay reasonable compensation for services rendered and to make
14 payments and distributions in furtherance of its purposes.
15

16 (e) In any taxable year in which the Foundation qualifies as a private foundation under
17 IRC §509(a), the Foundation shall distribute its income for such period at a time and manner so
18 as not to be subject to tax under IRC §4942. The Foundation shall not engage in any act of self
19 dealing as defined in IRC §4941(d), retain any excess business holdings as defined in IRC
20 §4943(c), make any investments in such a manner as to subject the organization to tax under IRC
21 §4944, or make any taxable expenditures as defined in IRC §4945(d) or corresponding
22 provisions of any subsequent federal tax laws.
23

24 2.4.8. Powers of the Foundation. Subject to the limitations and conditions set forth in the
25 following sections of this chapter, the Foundation shall have the power, in its own name:
26

27 (a) To acquire, lease, manage, encumber and dispose of real and personal property;
28

29 (b) To hire and discharge employees;
30

31 (c) To receive money so long as its receipt and use is in conformance with the IRC
32 §501(c)(3) requirements;
33

34 (d) To contract for personnel and professional services;
35

36 (e) To enter into contracts, provided it does not grant any waiver of sovereign immunity
37 except as provided for in the bylaws of the Foundation; and
38

39 (f) To engage in activities and take actions necessary for carrying out these powers and
40 any other powers conferred upon it by the Tribal Council.
41

42 2.4.9. Board of Trustees.
43

44 (a) Powers and Duties. The Foundation shall be managed by a Board of Trustees
45 (“Board”) which will have all of the powers and authorities granted to it in this charter. The
46 powers and duties, qualifications, terms of office and criteria for appointment and for removal of

1 Trustees shall be set forth in the bylaws of the Foundation. The Board shall perform, but shall
2 not be limited to, the following specific duties:

3
4 (1) Provide policy direction for the Foundation;

5
6 (2) Solicit and distribute all funds related to the operation of the Foundation
7 consistent with this charter, the bylaws of the Foundation and all applicable Tribal and
8 federal laws;

9
10 (3) Coordinate all activities with, and report to, the Tribal Council;

11
12 (4) Employ an executive director under written contract; and

13
14 (5) Employ, by recommendation from the executive director, other personnel to
15 assist in carrying out the duties of the Board, Officers and Executive Committee.

16
17 (b) Number of Trustees. The Board shall consist of ~~nine-eleven (911)~~ trustees who are
18 appointed by the Tribal Council. ~~Four-Five (45)~~ trustees shall be members of the Tribal Council,
19 ~~two-three (23)~~ trustees shall be adult Suquamish Tribal members who are eligible to vote in
20 Tribal elections and who are not on the Tribal Council, and three (3) trustees shall be members of
21 the community, either Suquamish Tribal members or non-Tribal members, with a demonstrated
22 interest in the Suquamish Tribe, the Suquamish community and the mission of this Foundation.
23 Community member Trustees shall also demonstrate a background, education, judgment,
24 integrity and commitment to promote actively the purposes of the Foundation. At the time of
25 appointment, Trustees shall acknowledge and consent to serve voluntarily and at the will of the
26 Tribal Council.

27
28 (c) Compensation. Trustees shall receive no compensation for their services as trustees,
29 but may, at the discretion of the Council, receive a stipend for attending meetings and may be
30 reimbursed for their reasonable and necessary expenses incurred in the performance of their
31 duties.

32
33 2.4.10. Powers and Duties of the Officers.

34
35 (a) Officers of the Foundation. The Officers of the Foundation shall be the President,
36 Vice-President, Secretary and Treasurer. Officers shall be selected from the Board by vote of all
37 Board members. Officers shall serve for a term of one year and may be elected to serve multiple
38 consecutive terms. A single person may serve as both Secretary and Treasurer. The duties and
39 responsibilities of each office shall be as follows:

40
41 (1) President. The President shall preside at all meetings of the Foundation and
42 shall perform all duties and exercise the authority of President as provided in the bylaws
43 of the Foundation, as pertain to the office and as delegated to him/her by the Board.

44
45 (2) Vice-President. In case of the absence, disability or death of the President, the
46 Vice-President shall exercise all powers and perform all duties and exercise the authority

1 of the President as provided in the bylaws of the Foundation, as pertain to the office and
2 as delegated to him/her by the Board.
3

4 (3) Secretary. The Secretary shall keep the minutes of the Foundation, give all
5 notice of meetings as required herein and generally perform all duties and exercise the
6 authority of the office as provided in the bylaws of the Foundation, as pertain to the
7 office and as delegated to him/her by the Board.
8

9 (4) Treasurer. The Treasurer shall account for, receive, receipt for, preserve and
10 safeguard all funds and assets of the Foundation, and shall immediately transfer such
11 funds with all necessary records to the Suquamish Tribal Finance Department, which
12 shall serve as the accounting department for the Foundation until such time as
13 independent accounts are established. All funds received by the Foundation shall be
14 separately accounted for, shall be kept in a separate bank account established and
15 maintained in a federally chartered Bank and shall not be combined with any other funds.
16 The Treasurer shall also perform all duties and exercise the authority of the office as
17 provided in the bylaws of the Foundation, as pertain to the office and as delegated to
18 him/her by the Board.
19

20 (b) Compensation. Officers shall receive no compensation for their services and
21 activities as officers but may be reimbursed for their reasonable and necessary expenses incurred
22 in the performance of their duties.
23

24 2.4.11. Limitation of Liability. A Trustee shall have no liability to the Foundation for monetary
25 damages for conduct as a Trustee, except for acts or omissions that involve intentional
26 misconduct by the Trustee or a knowing violation of law by the Trustee, where the Trustee votes
27 or assents to a distribution which is unlawful or violates the requirements of this Charter or the
28 bylaws of the Foundation or for any transaction from which the Trustee will personally receive a
29 benefit in money, property, or services to which the Trustee is not legally entitled. If Tribal Law
30 or any other applicable law is hereafter amended to authorize a foundation action further
31 eliminating or limiting the personal liability of Trustees, then the liability of a Trustee shall be
32 eliminated or limited to the full extent permitted by such Tribal law. Any repeal or modification
33 of this Charter shall not adversely affect any right or protection of a Trustee existing at the time
34 of such repeal or modification for or with respect to an act or omission of such Trustee occurring
35 prior to such repeal or modification.
36

37 2.4.12. Indemnification. The Foundation shall indemnify its officers, directors and employees to
38 the greatest extent permitted by law. The Foundation shall have power to purchase and maintain
39 insurance on behalf of any person who is or was a director, officer or employee of the
40 Foundation against any liability asserted against such person or incurred by such person in any
41 such capacity provided he or she is or was acting within his or her official capacity and authority
42 at the time of the event.
43

44 (a) Nonexclusivity of Rights. The right to indemnification and the payment of expenses
45 incurred in defending a proceeding in advance of its final disposition conferred in this section

1 shall not be exclusive of any other right which any person may have or hereafter acquire under
2 any Tribal ordinance, provision of the Charter, Bylaws, or agreements.
3

4 (b) Indemnification of Agents of the Foundation. The Foundation may, by action of its
5 Board, provide indemnification and pay expenses in advance of the final disposition of a
6 proceeding on behalf of any agent of the Foundation with the same scope and effect as the
7 provisions of this section with respect to the indemnification and advancement of expenses of
8 trustees, officers and employees of the Foundation.
9

10 2.4.13. Sovereign Immunity. The Foundation, any officer, trustee, employee, agent or attorney
11 of the Fund, shall take no action, sign any contract, or otherwise act to waive the sovereign
12 immunity of the Suquamish Tribe without the prior express written consent of the Tribal
13 Council.
14

15 2.4.14. Advisory Committees. The Board may, at its discretion, establish advisory committees
16 with which it may consult in the furtherance of its responsibilities under this charter. Members
17 of advisory committees shall be persons with unique expertise in the areas of law, fundraising,
18 accounting, management, anthropology, history, art, Native American cultural, Native American
19 spirituality or other skills necessary for the fulfillment of goals established under this charter.
20

21 2.4.15. Leadership Circle. The Board of Trustees may, at its discretion, appoint a Leadership
22 Circle of the Suquamish Foundation.
23

24 (a) Members of the Leadership Circle shall be distinguished people from a variety of
25 backgrounds including, but not limited to, business, government, education and the arts who
26 support the mission of the Foundation and the Suquamish Tribe.
27

28 (b) The Leadership Circle shall meet at least semi-annually to offer advice and counsel to
29 the Board of Trustees. Members of the Leadership Circle also may assist the Foundation in its
30 efforts to further its goals at any time.
31

32 2.4.16. Distribution of Assets.
33

34 (a) The Board may act to dissolve the Foundation. Action taken by the Board under this
35 section shall be by resolution of the full Board of Trustees.
36

37 (b) The assets of the Foundation remaining after payment of, or provision for payment of,
38 all debts and liabilities of the Foundation shall be distributed first to the Suquamish Tribe's
39 General Revenue Fund to be used exclusively to accomplish the purposes for which the
40 Foundation is organized. Any assets not distributed to the Suquamish Tribe under this section
41 shall be disposed of by the Suquamish Tribal Court to one or more organizations which are
42 organized and operated exclusively for purposes similar to the Foundation.
43

1 2.4.17. Principal Office. The headquarters and principal office of the Foundation is as follows:
2

3 The Suquamish Foundation
4 15838 Sandy Hook Road
5 Poulsbo, Washington 98370
6

7 2.4.18. Registered Agent. The Registered Agent of the Foundation is Senior Tribal Attorney,
8 Suquamish Tribe, Office of Tribal Attorney, PO Box 498, Suquamish, Washington 98392 or
9 15838 Sandy Hook Road, Poulsbo, Washington 98370.
10

11 2.4.19. Amendment of This Charter. This charter may be amended by a resolution of the Tribal
12 Council so long as it is not inconsistent with the IRC.
13
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