

**RESOLUTION DECLARING A PUBLIC HEALTH EMERGENCY FOR COVID-19,  
APPOINTING A TRIBAL PUBLIC HEALTH OFFICER, AND EXECUTION OF THE  
MUTUAL AID AGREEMENT FOR TRIBES AND LOCAL HEALTH JURISDICTIONS IN  
WASHINGTON STATE**

RESOLUTION NO. \_\_\_\_\_

**THE  
\_\_\_\_\_ TRIBE**

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**WHEREAS**, the \_\_\_\_\_ Tribe entered into the \_\_\_\_\_ with the United States of America on \_\_\_\_\_, reserving sovereign and aboriginal rights in perpetuity; and

**WHEREAS**, Article \_\_\_, § \_\_\_ of the Tribal Constitution provides the Tribal Council is empowered to promote and protect the health and welfare of the members of the Tribe; and

**WHEREAS**, COVID-19, is a respiratory disease that can result in serious illness or death and poses a higher risk to our elders and our community members who have underlying health conditions; and

**WHEREAS**, the Center for Disease Control (CDC) identifies the potential public health threat posed by COVID-19 both globally and in the United States as “high”, and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

**WHEREAS**, both the United States Department of Health and Human Services and Governor Jay Inslee of Washington State have declared a public health emergency for COVID-19; and

**WHEREAS**, the Washington State Department of Health, as of March 3, 2020, indicated there are 18 confirmed cases of COVID-19 and six deaths resulting from COVID-19 and has now confirmed localized person-to-person spread of COVID-19 in Washington State, significantly increasing the risk of exposure and infection to the \_\_\_\_\_ Tribal community and creating an extreme public health risk that may spread quickly; and

**WHEREAS**, American Indians and Alaska Natives (AI/AN) are historically disproportionately impacted by communicable disease outbreak such as in the case of the 2009 H1N1 pandemic in which the CDC Director, Dr. Thomas Frieden, in his December 11, 2009 letter, advised that AI/AN should be considered a priority population; and

**WHEREAS**, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the \_\_\_\_\_ Tribal Reservation

significantly impacts the life and health of our people, as well as the economy of the \_\_\_\_\_ Tribe, and is a public disaster that affects life, health, property and the public peace; and

**WHEREAS**, the Tribe, in the protection of tribal sovereignty and to avoid the encroachment of unwanted state and local interference, has identified the need for a Tribal Public Health Officer to oversee the response to COVID-19 and to coordinate with local, state, and federal partners according to the sovereign powers of the tribe to respond to a public health emergency; and

**WHEREAS**, the Tribal Council is aware that a COVID-19 outbreak on \_\_\_\_\_ Tribal land will quickly overwhelm the resources of the Tribe; and

**WHEREAS**, the Tribal Council is aware that mutual aid agreements are an important tool in protecting the safety of communities by supporting relationships and systems to quickly and effectively request and receive assistance from neighboring jurisdictions. As of March 3, 2020, thirteen tribes and fourteen local health jurisdictions have signed on to either the *Mutual Aid Agreement for Tribes and Local Health Jurisdictions in Washington State* or the *Olympic Regional Tribal Public Health Mutual Aid Agreement*; and

**WHEREAS**, the Tribal Council is aware that every member of the \_\_\_\_\_ Tribe community plays an important role in preventing the spread of disease and protecting other community members, especially elders and individuals with underlying medical conditions.

**NOW, THEREFORE, BE IT RESOLVED**, \_\_\_\_\_ Tribe, through Chairperson \_\_\_\_\_, hereby issues this Public Health Emergency Declaration due to the COVID-19 outbreak in our state and surrounding communities. Tribal departments are directed to utilize tribal resources and to do everything possible to assist our tribal community and tribal employees to respond to and recover from the COVID-19 outbreak; and

**BE IT FURTHER RESOLVED**, the \_\_\_\_\_ Tribal Chairman requests the Indian Health Service, the Centers for Disease Control, and the Assistant Secretary for Preparedness and Response (ASPR), Washington state and local agencies assist the Tribe in addressing threats to the health and safety arising from the COVID-19 outbreak; and

**BE IT FURTHER RESOLVED**, that the \_\_\_\_\_ Tribe appoints \_\_\_\_\_ **[Job Title or Name]** to serve as the Tribal Public Health Officer and grants authority to the Tribal Public Health Officer to (1) oversee the response; (2) seek technical assistance and advice from local, state, and/or federal partners on emergency response issues including, but not limited to, tribal facility closures, cancellation of large gatherings, isolation and quarantine, and work-from-home directives for tribal employees; (3) coordinate with local, state, and federal partners on reporting of potential and confirmed COVID-19 cases and unusual clusters; and epidemiological investigations; (4) adopt and implement a communicable disease emergency response plan; and (5) propose to tribal council a communicable disease code.

**BE IT FURTHER RESOLVED**, that the Tribal Council hereby authorizes the execution of the attached *Mutual Aid Agreement for Tribes and Local Health Jurisdictions in Washington State* and the limited waiver of sovereign immunity therein. As provided in the agreement, the \_\_\_\_\_ Tribe is not bound to receive or provide mutual aid by execution of this

Agreement, but rather, the Agreement provides the terms and conditions for receiving or providing mutual aid in the event the \_\_\_\_\_ Tribe decides to initiate a request or respond to a request for mutual aid; and

**BE IT FURTHER RESOLVED**, that no Responding Party nor its officers nor employees providing assistance under this Mutual Aid Agreement is liable for any act or omission while providing or attempting to provide assistance under this Agreement in good faith. For purposes of this section, good faith does not include willful misconduct, gross negligence, or recklessness; and

**BE IT FURTHER RESOLVED**, the \_\_\_\_\_ Tribal Council in coordination with the Tribal Public Health Officer, will distribute ongoing accurate and timely information to the tribal community to assure all community members clearly understand how they can contribute to limiting the spread of disease in our community, through various mechanisms, including Facebook, posters, and others.

### C E R T I F I C A T I O N

WE HEREBY CERTIFY that on this date there was a regular meeting held of the \_\_\_\_\_ Tribal Council on the \_\_\_\_\_ Reservation, at which time a quorum was present;

WE FURTHER CERTIFY, that the above numbered resolution, was at said meeting, introduced, evaluated, and was passed by a vote of \_\_\_\_\_ FOR, \_\_\_\_\_ AGAINST, \_\_\_\_\_ ABSTAIN dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Attest:  
Council Member

**ATTACHMENTS:**

*Mutual Aid Agreement for Tribes and Local Health Jurisdictions in Washington State*