



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 10-97

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 Squaxin Island Tribal Council recognizes the need for the services of a public defender for Tribal Court cases involving indigent tribal members in need of legal representation; and

WHEREAS, the Native American Law Center of the University of Washington School of Law has members who possess the required qualifications and are able to provide legal services to the Squaxin Island Tribal Court, as provided in the Contract for Personal Service, Public Defender Services (copy attached);

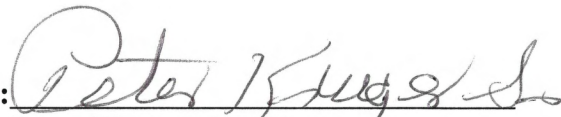
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council does hereby approve the attached contract for Public Defender Services and authorizes the Executive Director to sign the contract on behalf of the Tribe.

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 16th day of September, 2010, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger, Sr., Secretary



Arnold Cooper, Vice Chairman

**CONTRACT FOR PERSONAL SERVICE
PUBLIC DEFENDER SERVICES**

This contract is entered into on the Squaxin Island Reservation on the date indicated below between the **SQUAXIN ISLAND TRIBE**, hereinafter referred to as the “**TRIBE**”, and the **UNIVERSITY OF WASHINGTON SCHOOL OF LAW, CLINICAL LAW PROGRAM**, hereinafter referred to as the “**CONTRACTOR**”, for the purpose of securing the personal services of the **CONTRACTOR** to provide legal services to the **TRIBE**. By signing below, the parties have agreed to the following:

1. **CONTRACT REPRESENTATIVES.** The addresses and principal representatives of the parties are as follows:

TRIBE

Raymond Peters, Executive Director
Squaxin Island Indian Tribe
10 SE Squaxin Lane
Shelton, WA 98584
360.432.3900

CONTRACTOR

University of Washington School
of Law, Native American Law Center
William H. Gates Hall
PO Box 353020
Seattle, WA 98195-3020
206.543.4099

2. **TRIBE.** The TRIBE is a federally recognized Indian Tribe having a governing body and reserved sovereign powers over persons, property and activities within the jurisdictional boundaries of the Squaxin Island Reservation, located in the State of Washington. The governing representative body of the TRIBE, the Squaxin Island Tribal Council, entered into contracts with various funding entities to provide services to members of the TRIBE, and hereby enters this contract through its authorized representatives to secure the personal services of the CONTRACTOR to satisfy requirements of the TRIBE for services to the Squaxin Island Tribal Court.

3. **CONTRACTOR.** The CONTRACTOR is a state university whose School of Law faculty, particularly those affiliated with the Native American Law Center’s Clinical Law Program, are licensed to practice in the State of Washington and before the Squaxin Island Tribal Court, and have experience in criminal law and court proceedings. The parties have agreed for the CONTRACTOR to provide public defender services to the TRIBE on such matters.

4. **CONTRACTOR’S DUTIES.** The CONTRACTOR shall provide services to all persons eligible for indigent defense services as a public defender in the Squaxin Island Tribal Court, including its appellate courts, in all criminal matters and in all truancy cases where criminal penalties may be imposed. Such representation shall be limited to cases brought in the Squaxin Island Tribal Court by the Squaxin Island Tribe. The TRIBE shall adopt a resolution defining eligibility for indigent defense services. The CONTRACTOR shall also actively participate in the regular meetings of the Court Discussion Group and contribute to such projects and tasks as may arise. The anticipated average time commitment for Court Discussion Group services is 3.5 hours per week.

The CONTRACTOR shall provide reports no less than quarterly regarding the number of clients served, the nature of the crimes charged, the disposition, the hours devoted to each client and charge, recommendations for future needs or services, and any significant legal issues raised or redressed by the defense.

5. **TERM OF CONTRACT.** This contract shall be effective as of October 1, 2010, and shall expire on September 30, 2013. The contract may be extended in writing at the option of the TRIBE, with the agreement of the CONTRACTOR. No claim for payment or payment shall be made under this contract until it is signed by the TRIBE and the CONTRACTOR.

6. **COMPENSATION.** The TRIBE shall compensate the CONTRACTOR at the rate of Thirty-Seven-Thousand Dollars (\$37,000.00) per year (\$3,080.00 per month).

CONTRACTOR shall not be reimbursed for expenses with the following exceptions:

CONTRACTOR shall be reimbursed for third party services, such as outsourced copying, investigator services, and expert services, in excess of \$200.00 only with prior written approval of the Contract Administrator.

CONTRACTOR shall be compensated \$15.00 per hour for travel time, plus the federal fee (currently \$0.445/mile) for mileage when required to travel to the Reservation for on-site hearings. CONTRACTOR shall also be reimbursed for any ferry costs, upon providing receipts thereof.

7. **PAYMENT SCHEDULE.** The CONTRACTOR shall be paid monthly for services performed under this contract. CONTRACTOR shall prepare and deliver to the TRIBE an invoice monthly, containing hours actually worked together with a description of the services provided, no more than thirty (30) days following the end of the previous month. The TRIBE shall make payment within thirty (30) days after the date of invoice from the CONTRACTOR. Thirty (30) days after the date of invoice, balances shall be considered unpaid. A late charge shall accrue on any unpaid balance at the rate of twelve percent (12%) per annum.

8. **TERMINATION.** Either party may terminate this contract for cause with immediate notice to the other party. Either party may terminate this contract without cause with at least thirty (30) days notice to the other party. Notice shall be in writing and shall not be effective until received by the other party, either through regular mail or by hand delivery. Termination under this clause shall relieve the CONTRACTOR from its outstanding duties to perform and the TRIBE from its outstanding duty to pay for services not performed.

9. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, not the TRIBE's or the Tribal Court's employee. The CONTRACTOR and the TRIBE agree to the following rights consistent with an independent contractor relationship:

A. The CONTRACTOR has the right to perform services for others during the term of this Contract.

B. The CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed, subject to this Contract.

C. The CONTRACTOR has the right to perform the services required by this Contract at any place, location, or time, except that CONTRACTOR understands that by their nature the majority of these services must be performed at or in the vicinity of the Squaxin Island Tribal Court.

D. The CONTRACTOR will furnish all equipment and materials used to provide the services required by this Contract.

E. The CONTRACTOR's employees or contract personnel shall perform the services required by this Contract; the TRIBE shall not hire, supervise, or pay any assistants on behalf of the CONTRACTOR.

10. **STATE AND FEDERAL TAXES, COMPENSATION PROGRAMS, AND INSURANCE.** CONTRACTOR shall pay all taxes incurred while performing services under this Contract, including all applicable income taxes, and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The TRIBE will not:

A. Withhold FICA (Social Security and Medicare taxes) from CONTRACTOR's payment or make FICA payments on CONTRACTOR's behalf

B. Make state or federal unemployment contributions on behalf of CONTRACTOR;

C. Withhold state or federal income tax from CONTRACTOR's payments;

D. Provide any insurance coverage of any kind for CONTRACTOR or CONTRACTOR's employees or contract personnel; or

E. Obtain workers' compensation insurance on behalf of CONTRACTOR or its employees. If CONTRACTOR hires employees to perform any work under this Contract, CONTRACTOR will cover them with workers' compensation insurance and provide the TRIBE with a certificate of workers' compensation insurance before the employees begin work.

CONTRACTOR agrees to maintain standard professional insurance.

11. **FRINGE BENEFITS.** CONTRACTOR understands that neither CONTRACTOR nor its employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the TRIBE.

12. **LIMITATION ON INDIRECT COSTS.** It is the policy of the Squaxin Island Tribe that 100% of payment for the provision of services to indigent clients is solely intended for funding of direct services to those indigent recipients. Overhead or other indirect costs are disallowed.

13. **GOVERNING LAWS.** Performance under this contract shall be governed by the laws of the Squaxin Island Indian Tribe. Venue for any cause of action to enforce the terms of this contract shall be the Squaxin Island Tribal Court. Nothing in this contract shall be construed as a waiver of the TRIBE's sovereign immunity from suit.

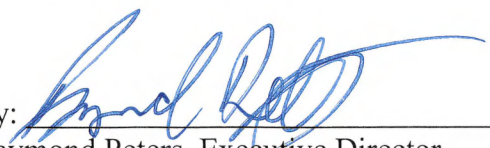
14. **HOLD HARMLESS.** CONTRACTOR shall save, keep, and hold harmless the TRIBE, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, reputation or of personal injury received by reason of or in the course of performing work, which results from any willful or negligent act or omission of the CONTRACTOR.

15. **MODIFICATION.** Any modification of this contract or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

16. **ASSIGNMENT OF RIGHTS.** The rights of each party under this contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior express and written consent of the other party.

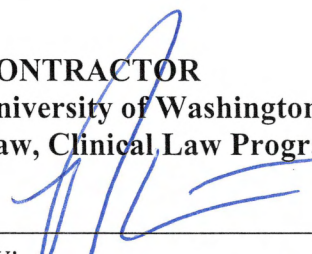
17. **CONTRACT ADMINISTRATOR.** The Contract Administrator for this Contract shall be Deborah Stoehr (360.432.3903) or her delegate.

SQUAXIN ISLAND TRIBE

By: 
Raymond Peters, Executive Director
Squaxin Island Indian Tribe

Dated: _____

CONTRACTOR
University of Washington School of
Law, Clinical Law Program

By: 
Its: Director
EIN: _____

Dated: 1/2/11