



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 13- 14

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 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; and

**WHEREAS**, the establishment and operation of the Squaxin Tribal Court, including the Court of Appeals, is authorized and provided for under the Squaxin Island Tribal Constitution and Title 4 of the Squaxin island Tribal Code; and

**WHEREAS**, the establishment and operation of the Squaxin Island Tribal court, including the Court of Appeals, is authorized and provided for under Article III of the Squaxin Island Tribal Constitution and Bylaws and Title 4 of the Squaxin Island Tribal Code; and

**WHEREAS**, the Tribe desires to enter into an agreement with the Northwest Intertribal Court System (NICS) under which NICS provides the Tribe with appellate court services pursuant to the Tribal Constitution, Tribal Code, and relevant Tribal Council Resolutions.

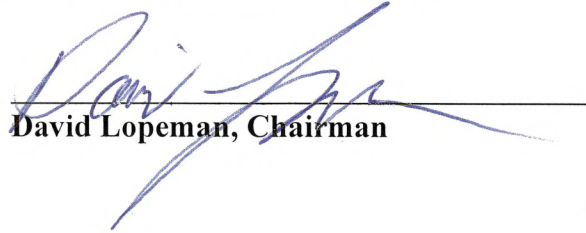
**NOW, THEREFORE, BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby affirms, to the fullest extent allowable under federal law, that the sovereign immunity from legal action of the Squaxin Island Tribe attaches to NICS, NICS staff, the NICS Governing Board and any NICS judge hearing and deciding any matter on behalf of the Squaxin Island Tribe.

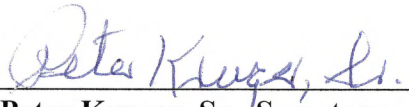
**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby approves the Judicial Services Agreement (as attached).

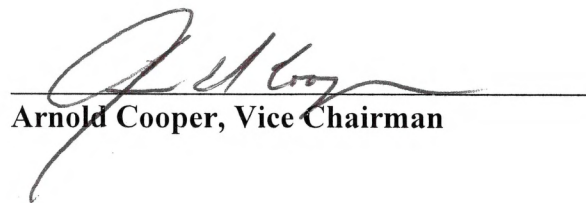
**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Tribal Council hereby authorizes the Tribal Administrator, to do any and all accounts necessary to effect execution of the Contract.

**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 28 day of February 28, 2013, at which time a quorum was present and was passed by a vote of 16 for and 0 against, with 0 abstentions.

  
\_\_\_\_\_  
David Lopeman, Chairman

Attested by:   
\_\_\_\_\_  
Peter Kruger, Sr., Secretary

  
\_\_\_\_\_  
Arnold Cooper, Vice Chairman

# **PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE SQUAXIN ISLAND TRIBE

and

THE NORTHWEST INTERTRIBAL COURT SYSTEM

## **I. Nature of Services**

This is a professional services agreement by and between the Northwest Intertribal Court System, 20818 – 44<sup>th</sup> Ave W, Suite 120, Lynnwood, WA 98036-7709 (hereinafter referred to as “NICS”) and the Squaxin Island Tribe, 10 SE Squaxin Lane, Shelton, WA 98584 (hereinafter referred to as “the Tribe”). NICS and the Tribe agree to perform their respective scope of work and responsibilities as set forth in this Agreement for the purpose of having the NICS judges and staff provide judicial and court administration services requested by the Tribe.

## **II. Term**

This Agreement shall take effect upon the signature of the authorized representatives of both NICS and the Tribe and shall remain in effect until September 30, 2015 or termination of this Agreement in writing, whichever occurs first, provided however that if NICS still has obligations pending under this Agreement as of September 30, 2015 and no new Agreement between NICS and the Tribe has taken effect, all terms, conditions and obligations of this Agreement shall remain in effect in regards to those pending obligations until such time as those pending obligations have been performed or a new Agreement takes effect which supercedes this Agreement.

## **III. Appointment of Judges and Administrator**

Pursuant to SITC 4.04.100, by entering into this agreement, the Squaxin Island Tribal Council does



herby appoint as judges of the Squaxin Island Tribal Court of Appeals those persons who are hired or contracted with as appellate judges by NICS; and appoints the Director of the NICS Appellate Department as administrator of the Squaxin Island Tribal Court of Appeals.

#### **IV. Scope of Work**

The NICS judges and staff agree to perform the following judicial and court services:

A. NICS staff shall

1. Process notices of appeal received from the Tribal Court.
2. Review the record and documentation received from the Tribal Court for completeness, organization and accuracy.
3. Conduct an initial assessment of the notice of appeal, case file and relevant codes to determine whether the appeal is timely, meets other procedural requirements, and presents a valid issue for appeal.
4. Assemble a panel of three judges (unless Tribal code or court rules specify a different number of judges for an appeal) to hear each appeal from the list of judges appointed by the Tribal Council who maintains professional services agreements with NICS.
5. Assist the Tribe's Clerk of the Court in efficiently maintaining and improving court files and procedures.
6. Produce itemized billing statements for the Tribe on a quarterly basis.

B. NICS Judges shall:

1. Act as appellate judges to hear cases appealed from the Tribal Court.
2. Be reasonably available for hearings and deciding such scheduled and unscheduled matters as may arise.
3. Conduct legal research and writing necessary and appropriate to render a decision in a case.
4. Prepare and issue all necessary and appropriate orders and opinions in a timely manner.
5. Assist the Tribe's Clerk of the Court in efficiently maintaining and improving court files and procedures.

## **V. Responsibilities of the Tribe**

The Tribe agrees to perform the following activities in a timely manner:

- A. Adopt and provide to NICS a Tribal resolution or statutory provision that affirms that NICS, NICS staff, and any NICS judge hearing and deciding any matter on behalf of the Tribe is protected by the Tribe's sovereign immunity.
- B. Provide NICS with a legible copy on 8½ inch x 11 inch paper, accurately tabbed and indexed, of the trial court file and all related documents filed in the relevant tribal court pertaining to cases submitted to NICS during the term of this Agreement.
- C. Provide NICS four copies of a compact disc or cassette tape of the audio recording of any trial or hearing relevant to the issues raised by the appeal.
- D. Upon request, provide NICS current copies and archival copies of the Tribal Constitution and any codes, resolutions, regulations, policy manuals, court rules and procedures, etc. that may be relevant to the review and disposition of any case assigned to NICS under this agreement.
- E. Have its own Tribal Court clerk serve as the point of contact for the filing of all notices, motions, briefs and other pleadings and communications by the parties.
- F. Transmit to NICS any notice, motion, brief, or other pleading or filing in any case assigned to NICS within two business days of the filing of such notice, motion, brief or other pleading or filing in the Tribal Court.
- G. Immediately file any order or opinion issued by a judge or appellate panel under this Agreement; promptly mail to or otherwise serve upon the parties in a manner consistent with the Tribal code copies of such orders and opinions bearing the Tribal Court's "date-filed" stamp; and transmit to NICS proof of filing and service of such orders and opinions within two business days of receipt of such order or opinion.
- H. Provide necessary support staff and materials to assist the judge(s) in scheduling, conducting hearings and preparing and preserving the court records.



## **VI. Compensation**

The Tribe agrees to compensate NICS for professional services rendered in the manner set forth below:

- A. For judicial services, one hundred fifty dollars (\$150.00) per hour per judge. The Tribe understands that this rate may exceed the amount actually paid to the judges.
- B. For judges' travel time, twenty five dollars (\$25.00) per hour per judge.
- C. Travel expenses for judges and NICS staff, including airfare, car rental, lodging and meals (or federal per diem as applicable), with private automobile mileage to be billed at the applicable federal Government Services Administration rate.
- D. An administrative fee in an amount equal to twenty five percent (25%) of the total cost of each case.
- E. The Tribe and NICS agree that the administrative fee and any difference between the hourly rate billed for judicial services and the rate actually paid to the judges represent compensation to NICS in lieu of direct fees and charges the Tribe would otherwise have to pay to NICS as compensation for NICS' staff time and employee benefits; rent and utilities; computer and telecommunications equipment and services; office supplies; actual costs for expenses such as long-distance telephone and fax charges, telephonic hearings and conference calls, postage, copying, etc.; bookkeeping, accounting and other professional services; and other overhead and costs associated with maintaining the staffing and infrastructure necessary to operate a court of appeals in a timely and effective manner.
- F. NICS shall submit an itemized payment request to the Tribe on a quarterly basis or within thirty (30) days upon termination of this Agreement.
- G. The Tribe shall remit payment in full to NICS within thirty (30) days of receipt of payment request. The Tribe shall be under no obligation to pay NICS for judicial services and costs not included in the invoice for the quarter during which such services and costs were actually provided or incurred.

## **VII. Publication of Appellate Court Opinions**

The Tribe and NICS agree that NICS may publish opinions and orders of the Tribe's Court of

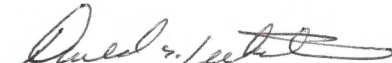
Appeals in print and electronic format consistent with any relevant provisions of the tribal code and consistent with NICS' policies and practices regarding publication of opinions and orders from other tribal courts of appeal administered by NICS.

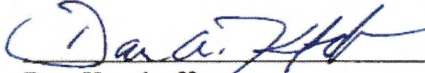
### VIII. Termination

This Agreement may be terminated by either party by giving twenty (20) calendar days written notice to the other party. Notice shall be sufficiently given if it is delivered by hand or certified mail, return receipt requested, postage pre-paid, to the address of the other party as set forth in the first paragraph of this Agreement. Unless mutually agreed, termination shall not cancel or otherwise affect the scope of work and responsibilities of either party as they apply to cases that the Tribe has submitted to NICS under this agreement prior to the other party's receipt of a notice of termination. The Tribe agrees to pay for all services and expenses under this contract, as defined in Section VI above, incurred prior to and including the date of termination of this contract, and all services and expenses as defined in Section V above, including such post-termination expenses and services as are necessary to enable NICS to render a final disposition of any cases or other matters commenced prior to termination of this contract.

### IX. Waiver

Any waiver by any party with regard to any of its rights hereunder shall be in writing and shall not constitute to act as a waiver to any future rights that such party might have.

By:  2-28-13  
Don Whitener  
Tribal Administrator  
For: Squaxin Island Tribe  
Date

By:  2/25/13  
Dan Kamkoff  
Executive Director  
For: Northwest Intertribal Court System  
Date