



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 14-78

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 Professional Boxing Safety Act (15 U.S.C. §6301 et seq.) imposes certain health and safety requirements for professional boxing events held in the United States, including events that are held in Indian country; and

**WHEREAS**, the Squaxin Island Tribal Council has determined that it can best fulfill its regulatory responsibilities by adopting comprehensive regulations to govern boxing events and by contracting with an established regulatory program to provide regulatory services in Squaxin Indian country; and

**WHEREAS**, The Mille Lacs Band of Ojibwe Department of Athletic Regulation (“DAR”), has adopted Rules and Regulations, last amended 04/01/2011, a copy of which is attached hereto, which Rules and Regulations comply with the standards set forth under the Professional Boxing Safety Act; and

**WHEREAS**, staff have negotiated the terms of an agreement to secure the services of the Mille Lacs Band of Ojibwe Department of Athletic Regulation to implement and enforce their Rules and Regulations, as modified, for a boxing event planned for December 20, 2014 at the Little Creek Casino Resort, a copy of which is attached hereto.

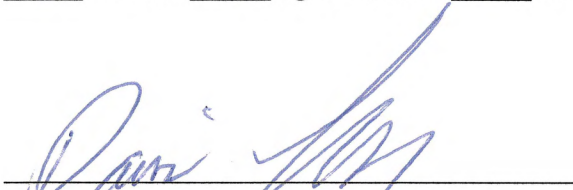
**NOW THEREFORE BE IT RESOLVED**, the Squaxin Island Tribe adopts the DAR Rules and Regulations as Squaxin Island Tribal Law, except that in Section 5.09, "\$50,000" shall be substituted for each reference to "20,000" or "\$20,000"

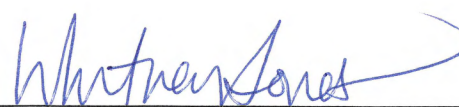
**BE IT FURTHER RESOLVED**, that the Tribal Council approves the attached Agreement with DAR and Expressly directs and authorizes the Tribal Chairman, Secretary, or Tribal Administrator to execute the same and take such steps as are necessary and reasonable to enter and implement the Agreement.

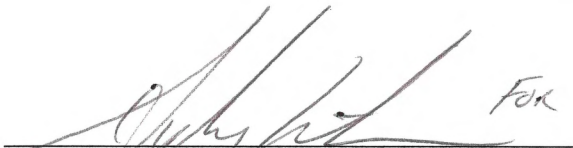
**BE IT FINALLY RESOLVED**, that no waiver of the sovereign immunity of the Squaxin Island Tribe, express or implied, shall be granted under this Resolution or any document authorized hereunder.

**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 13 day of November, 2014, at which time a quorum was present and was passed by a vote of 3 for and 0 against, with 0 abstentions.

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

Attested by:   
\_\_\_\_\_  
For **Pete Kruger Sr., Secretary**

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

**THIS AGREEMENT**, (the "Agreement") is made and entered into on the \_\_\_\_ day of November, 2014 by and between **Mille Lacs Band of Ojibwe**, Department of Athletic Regulation ("Mille Lacs DAR") with offices located at 43408 Oodena Drive, Onamia, MN 56359 and the **SQUAXIN ISLAND TRIBE**, a federally-recognized Indian tribe, ("the Tribe") with offices at 10 SE Squaxin Lane, Shelton, WA 98584.

**WHEREAS**, the Little Creek Casino Resort, a wholly owned enterprise of the Tribe (the "Casino"), intends to host a professional boxing event on December 20, 2014 at the Skookum Creek Event Center that will consist of several professional boxing bouts held in a single evening (the "Boxing Event"), provided that the final date of the Boxing Event shall be subject to change with Mille Lacs DAR consent, which shall not be unreasonably withheld, and

**WHEREAS**, Mille Lacs DAR represents that it is fully qualified, experienced, and capable of providing comprehensive regulatory oversight of the Boxing Event as the Tribe 's regulatory agent, and

**THEREFORE**, based on the foregoing mutual commitments and for other good and valuable consideration as stated herein, the Tribe and the Mille Lacs DAR hereby agree as follows:

**1. DEFINITION OF AGREEMENT.**

This Agreement for Services (hereinafter "Agreement") includes any and all exhibits or appendices expressly identified in the Agreement.

**2. TERM OF AGREEMENT.**

This Agreement shall be effective for a period of six months, which period shall commence on the date this Agreement is entered into, as set forth above.

**3. DELEGATION OF REGULATORY AUTHORITY.**

By approval of Resolution No. 14-\_\_ the Squaxin Island Tribe Tribal Council has adopted as Squaxin Island Tribe regulations the Mille Lacs Band of Ojibwe Department of Athletic Regulation Rules and Regulations, amended 04/01/2011 (48 pages), including any amendments adopted by the Squaxin Island Tribe ("Squaxin Island Tribe Boxing Regulations"), which provide a comprehensive regulatory program for boxing and martial arts events, in compliance with The Professional Boxing Safety Act of 1996 (15 USC § 6301 et seq.) and other applicable federal law. Resolution No. 14-\_\_\_\_ also delegates to the Mille Lacs DAR the authority to administer and enforce the Squaxin Island Tribe Boxing Regulations as the Squaxin Island Tribe's regulatory agent.

**4. SERVICES.**

The Services to be provided by the Mille Lacs DAR are to administer and enforce the Squaxin Island Tribe Boxing Regulations over the Boxing Event within the Tribe's jurisdiction. The Mille Lacs DAR may consult with third parties in the performance of the Agreement but the Tribe shall not be liable for any fee, expense, or cost related to the services of any third parties except by separate agreement between the Tribe or the Casino and the third parties.

**5. SQUAXIN ISLAND TRIBE OBLIGATIONS.**

- a) Incidentals. The Squaxin Island Tribe shall provide not more than 25 room nights and not more than 65 meals to Mille Lacs DAR, at no cost to Mille Lacs DAR, which lodging and meal accommodations shall be used by Mille Lacs DAR as needed in support of its services in conjunction with the Boxing Event. The Tribe may, at its discretion, provide Mille Lacs DAR personnel with ground transportation to and from regional airports as well as access to a color printer.
- b) Fees. The Tribe shall pay the Mille Lacs DAR a flat fee for all services of two thousand five hundred dollars (\$2500). The fees shall be paid in two (2) equal installments. One installment shall be paid within ten (10) calendar days of the date this agreement is approved and signed on Mille Lacs DAR behalf and the second installment shall be paid within thirty (30) days of the Tribe's receipt of an invoice submitted by Mille Lacs DAR. The Tribe is not liable for any other fee, expense, or cost for services performed by the Mille Lacs DAR within the scope of the Work except as expressly stated herein.
- c) Expenses. The Tribe shall reimburse Mille Lacs DAR for actual and necessary expenses incurred in the performance of this agreement, which shall be limited travel expenses (air travel at coach rate and ground transportation, including automobile rental and/or automobile mileage at the current federal government rate).
- d) Invoices and Payments. Upon the conclusion of the Boxing Event and Mille Lacs DAR completion of all regulatory duties under the Squaxin Island Tribe boxing regulations, the Mille Lacs DAR shall submit an invoice for the second installment, as described above in subsection 5(b). An expense voucher shall accompany the invoice for the second installment payment and receipts for all such expenses shall accompany the expense voucher. The invoice for the second installment payment and the expense voucher shall be paid within 30 days of receipt by the Tribe.

**6. INDEPENDENT MILLE LACS DAR STATUS.**

- a) The Tribe and the Mille Lacs DAR understand and agree that in the performance of the services and obligations pursuant to the terms of this Agreement, the Mille Lacs DAR shall at all times be acting and performing as an independent contractor and not an employee of the Tribe. The Tribe shall not have or exercise any control or direction over the performance of services by the Mille Lacs DAR other than the reasonable efforts of the Tribe to ensure that the Mille Lacs DAR's conduct fulfills and complies with the terms of this Agreement. No relationship of employer and employee, or partners, or joint ventures, or agent and principal is created by this Agreement.
- b) The Tribe and the Mille Lacs DAR understand and agree further that the benefits and rights to which the Mille Lacs DAR is entitled are limited to those expressly set forth in this Agreement and that neither the Mille Lacs DAR nor any employee, agent, or representative of the Mille Lacs DAR may make any claim against the Tribe for any rights or benefits the Tribe may confer on any other independent Mille Lacs DAR or on any employee, whether by contractor by law, including without limitation unemployment insurance benefits and workers' compensation benefits. The Mille Lacs DAR shall be responsible for all employment taxes and any other withholding obligation to any taxing or governmental authority and shall obtain workers' compensation

insurance as may be required under applicable law. When required by Law, the Tribe shall provide an IRS 1099 form to the Mille Lacs DAR and the IRS.

**7. TERMINATION OF AGREEMENT.**

- a) Termination With Cause. Either party may terminate this Agreement at any time for a Material Breach. The terminating party shall provide signed written notification of its intention to terminate this Agreement to the non-terminating party by personal service, commercial courier or by first class United States mail, postage pre-paid. Termination shall not be effective until the non-terminating party receives notice of the termination and, when applicable, the expiration of any time period to cure the specified breach. The Tribe shall not be required to pay the Mille Lacs DAR compensation for any services under this Agreement that were rendered after the date the termination becomes effective.
- b) Termination Without Cause. This Agreement may be terminated without cause by either party upon notification of the intention to terminate signed by the terminating party and delivered by personal service, commercial courier or by first class United States mail, postage pre-paid, to the non-terminating party no less than fourteen (14)-calendar days in advance of the date of termination. Notification shall be deemed effective upon delivery.

**8. NOTICES.**

Notices to the parties shall be delivered to the representatives identified below at the addresses indicated.

Attn:

Jim Erickson, Executive Director  
Mille Lacs DAR  
43408 Oodena Drive  
Onamia, MN 56359

Tribal Administrator, Squaxin Island Tribe  
10 SE Old Olympic Hwy  
Shelton, WA 98584

**9. MISCELLANEOUS PROVISIONS.**

- a) Conflict-of-Interest. During the term of this Agreement, Mille Lacs DAR shall not enter into any activity, employment or business arrangement that conflicts or appears to conflict with its obligations or the Tribe's interests under this Agreement. If Mille Lacs DAR contemplates any activity, employment, or business arrangement that may be a conflict-of-interest, it shall promptly advise the Tribe of such circumstance and shall disclose to the Tribe such plans prior to entering into this Agreement or prior to proceeding with such other activity, employment, or business arrangement.
- b) Assignment and Subcontractors. This Agreement shall not be assigned by Mille Lacs DAR and such assignment shall be void without the prior written consent of the Tribe. Mille Lacs DAR shall not subcontract any part or all of the services to be rendered under this Agreement without the prior written consent of the Tribe after providing the Tribe with a copy of the proposed subcontract.
- c) Time is of the essence. Time is of the essence of this Agreement

d) Force Majeure. The parties to this Agreement shall not be excused from the performance of any of their obligations under this Agreement except when such performance is prevented by causes which are beyond the reasonable control and without the fault of the party affected, such as acts of God, war, civil unrest, labor shortages and acts of a government in its sovereign capacity. The affected party shall promptly notify the other party of any such cause for non-performance. Upon such notification, the affected party's performance shall be excused on a day-to-day basis only for the duration of the cause of non-performance and only to the extent that performance is actually prevented provided, however, that such party uses all reasonable efforts to eliminate the cause of non-performance. Where the performance of one party is excused, the performance of the other party shall likewise be excused and both parties shall promptly resume performance upon the cessation of the cause of non-performance.

e) Indemnification.

(i) The Tribe shall indemnify and hold harmless Mille Lacs DAR and the Mille Lacs DAR's officials, directors, managers, employees and representatives against all claims, expenses, losses and damages, including but not limited to attorneys' fees and litigation costs, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Tribe, the Casino, or the Tribe and Casino officials, employees and representatives and regardless of whether or not caused in part by the negligent act or omission of Mille Lacs DAR.

(ii) Mille Lacs DAR shall indemnify and hold harmless the Tribe and the Casino, including their officials, directors, managers, employees and representatives against all claims, expenses, losses and damages, including but not limited to attorneys' fees and litigation costs, attributable to bodily injury, sickness, disease or death, or damage to or destruction of tangible property, including the loss of use resulting therefrom, arising out of or resulting from the performance of services under this Agreement, the breach of any representation or warranty made under this Agreement, or any negligent act or omission of Mille Lacs DAR or the Mille Lacs DAR's officials, directors, managers, employees, or representatives and regardless of whether or not caused in part by the negligent act or omission of the Tribe or the Casino.

**IN WITNESS WHEREOF**, by the signatures of their duly authorized representatives below, the parties hereto acknowledge that they have read, understand and freely accept to this Agreement.

SQUAXIN ISLAND TRIBE

Mille Lacs DAR

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014