



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 05-08 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 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, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; 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 with protecting and managing the lands and treaty resources and rights of the Tribe; 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 believes that the costs to society of problem gambling are significant; and

WHEREAS, the Squaxin Island Tribal Council believes that prevention and treatment of problem gambling is the shared responsibility of all governments and others who benefit from the revenues generated through gaming; and

WHEREAS, the Squaxin Island Tribal Council has for many years supported a variety of efforts to prevent and reduce problem gambling including education and awareness materials and programs, self-barring programs, and contributions to the Washington Council on Problem Gambling and other organizations; and

WHEREAS, in 2002, Washington State operated a successful pilot project for the prevention and treatment of problem gambling through the Division of Alcohol and Substance Abuse (DASA) in the Department of Social and Health Services (DSHS); and

WHEREAS, Washington State subsequently discontinued funding for the DASA problem gambling program and no similar program has replaced it; and

WHEREAS, the Squaxin Island Tribal Council has previously committed to contributing \$20,000 to restart the DASA problem gambling program in the 2005 biennium in anticipation of contributions by other governmental and private segments of the gaming industry; and

WHEREAS, Squaxin Island Tribe and DASA staff have concluded negotiation of an agreement governing the expenditure of the Tribe's funding commitment;

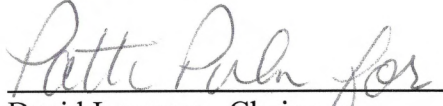
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the Agreement Between the Squaxin Island Tribe and Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse attached to this Resolution; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council authorizes Chairman David Lopeman to sign duplicate original copies of the Agreement; and

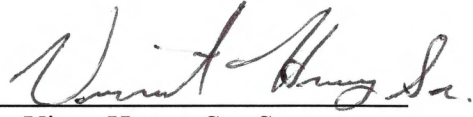
NOW THEREFORE BE IT FINALLY RESOLVED, that the Squaxin Island Tribal Council hereby directs payment of \$20,000 in funds of the Little Creek Casino-Hotel to DASA for use pursuant to the Agreement.

CERTIFICATION

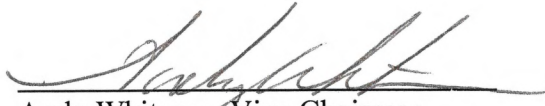
The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 27th day of January, 2005 at which time a quorum was present and was passed by a vote of 4 for and 0 against with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Vince Henry, Sr., Secretary



Andy Whitener, Vice Chairman

AGREEMENT
Between
the Squaxin Island Tribe

And

Washington State Department of Social and Health Services
Division of Alcohol and Substance Abuse

THIS AGREEMENT, effective December 1, 2004, is by and between the Squaxin Island Tribe (the "Tribe"), through its offices at SE 10 Squaxin Lane, Shelton, Washington 98584 and the Division of Alcohol and Substance Abuse (the "Contractor"), 612 Woodland Square Loop S.E., Building C, Post Office Box 45330, Olympia, Washington 98504-5330, hereafter, collectively, the "Parties."

WHEREAS, the Tribe wishes to provide assistance to families dealing with problem gambling; to help individuals quit addictive gambling behavior; and, reduce family disruption and related financial problems.

WHEREAS, the Tribe has proposed to provide interim funding to the Contractor for these purposes;

NOW THEREFORE, the Contractor and the Tribe mutually agree as follows:

A. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to define the tasks and responsibilities of the Parties with respect to the treatment of problem gambling in Washington State.

B. PAYMENT

The Tribe agrees to make a payment of Twenty Thousand Dollars (\$20,000.00) to the Contractor upon execution of this Agreement.

C. SCOPE OF WORK

1. The Contractor agrees to:

a. Implement a treatment program addressing problem gambling, based on the pilot program developed in 2002 by Contractor, which includes:

- i. advanced training to develop qualified treatment professionals;
- ii. acquisition and distribution of treatment materials for clinics/treatment providers to ensure standardized treatment protocols;
- iii. acquisition and distribution of patient materials to provide gambling addiction recovery information to clients and their families;
- iv. professional clinical supervision for treatment providers;
- v. client outreach including screening for financial and clinical eligibility for problem/pathological gambling and referral protocols;

- vi. a treatment model of up to twelve weeks duration based on clinical need, which could include:
 - 1. individual and/or family member treatment;
 - 2. group treatment for the individual and family;
 - 3. couples treatment;
 - 4. financial counseling;
 - 5. referral to Gamblers Anonymous and other self-help groups;
 - 6. family intervention;
 - 7. referrals to other appropriate community resources, and
 - 8. a follow-up assessment 3 months after discharge from the program.
 - b. The Contractor will at all time have fiscal and program management responsibilities.
2. The Parties mutually agree to cooperate fully with each other toward fulfilling their responsibilities under this Agreement, including:
- a. the Contractor shall meet with the Tribe quarterly to evaluate the progress of the program, receive feedback, and make changes, if needed;
 - b. the Contractor will provide the Tribe an annual written report no later than ninety days following the initial term of this Agreement which will include:
 - i. a list of all treatment providers participating in the program, their professional qualifications, and a business address and contact information,
 - ii. a financial reporting of program spending, by category, including:
 - 1. administration/overhead;
 - 2. program areas; and
 - 3. payments to subcontractors.
 - iii. the number of clients referred to the program;
 - iv. the number actually entering the program;
 - v. the number completing treatment;
 - vi. the number successfully remaining abstinent from gambling or exhibiting a reduced frequency of gambling;
 - vii. a measurement of client satisfaction with the program.

D. ACCOUNTS, AUDIT AND RECORDS

The Contractor shall maintain books, records, documents, other evidence, and accounting procedures and practices sufficient to reflect accurately all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement. The foregoing constitutes records for the purpose of this section.

Since more than one Tribe will be contributing funding for the same program under additional tribal-state agreements similar to this one, for financial reporting purposes, it is understood that funds from additional Tribes may be commingled into a single account through which this program is managed and that any audit will not distinguish between which particular aspects of the treatment program were paid for by any particular Tribe's

contribution. This does not relieve the Contractor of the responsibility in the paragraph above.

The Contractor's facilities or such part thereof as may be engaged in the performance of this Agreement, and the Contractor's records shall be subject at all reasonable time to inspection and audit by the Tribe.

E. APPROVAL

This Agreement is subject to the approval by the Squaxin Island Tribal Council and by the Division of Alcohol and Substance Abuse Division Director. The Agreement must be approved in its entirety by both Parties prior to becoming effective.

F. ASSIGNMENT

Neither Party shall assign nor in any other manner transfer its interest in this Agreement, any part thereof, or any claim resulting from any action taken by a party hereto.

G. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all applicable federal, state and local laws, ordinances, codes, and regulations in its performance of the work under this Agreement.

H. CONTRACT MANAGEMENT, NOTICES

1. The Contractor's Contract Manager for this Agreement shall be Steve Smothers, Division of Alcohol and Substance Abuse, Post Office Box 45330, Olympia, WA 98504-5330, (360) 438-8066. Prior to replacing the Contract Manager, the Contractor shall notify the Tribe's Contract Manager in writing.
2. The Tribe's Contract Manager for this Agreement shall be (name, address, and phone number),_____. Prior to replacing the Contract Manager, the Tribe will notify the Contractor's Contract Manager in writing.
3. All notices required to be given to the other Party by the terms of this Agreement shall be in writing and may be either delivered personally or by receipted delivery to the addresses above.

I. TERM OF AGREEMENT

The period of performance for this Agreement shall be from July 1, 2005 through June 30, 2007. This Agreement may be extended for additional periods of any length by written agreement of the Parties should all funds contributed by the Tribe for this program not have been expended.

J. MODIFICATION; ENTIRE AGREEMENT

This Agreement shall not be altered or modified unless such changes are set forth in a written amendment executed by duly authorized representatives of both Parties hereto.

This Agreement constitutes the entire agreement between the Parties hereto.

K. NONCOMPLIANCE AND TERMINATION

Contractor agrees that it will perform its duties and responsibilities under the terms of this Agreement to the best of its abilities. If the Tribe believes that the Contractor is not in compliance with its responsibilities under this Agreement, the Tribe will notify the Contractor in writing of the specifics regarding the alleged noncompliance. The Parties mutually agree to negotiate in good faith to resolve any issues arising concerning noncompliance.

The exclusive standard by which the Contractor shall be judged as to its compliance with its responsibilities pursuant to this Agreement shall be whether the Tribe is satisfied with the Contractor's performance and substantial compliance has occurred.

If the Parties cannot agree on a remedy for any noncompliance of the Contractor, the Tribe may terminate this Agreement upon ten (10) days' written notice to the Contractor. Upon such termination, the Contractor shall return all funds received from the Tribe except those necessary to compensate the Contractor for work performed prior to the date of termination. If other Tribes and/or other entities have contributed funds for work substantially similar to that to be performed by the Contractor under this Agreement, compensation for Contractor's work performed prior to the date of termination shall be made on a pro rata basis from funds received by all Tribes and other entities.

If the Tribe fails to make payment(s) pursuant to this Agreement, the Contractor shall have no further obligation to perform work under this Agreement.

L. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed or construed as a waiver of the sovereign immunity of either Party.

M. SUBCONTRACTING

The Contractor may subcontract any of the services listed in the Scope of Work, without the prior, unwritten approval of the Tribe. The Contractor shall be responsible for the acts and omissions of any subcontractor.

The Contractor shall provide a list of subcontractors and the scope of their work at the quarterly meetings and in the written annual report.

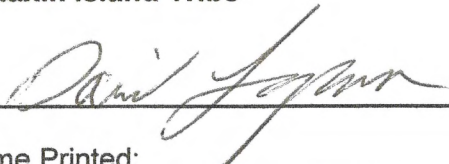
The Contractor may subcontract any of these services to qualified Tribal employees, clinics, and agencies.

N. WAIVER

Neither Party hereto shall be deemed to have waived any part, provision, language, covenant, condition, or requirement of this Agreement unless such waiver is in writing. Further, no waiver of any term or condition of this Agreement, or any breach of this Agreement, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have through duly authorized officials executed this Agreement.

Squaxin Island Tribe

By:  _____

Name Printed: _____

Title: _____

Date: _____

Washington State Division of Alcohol and Substance Abuse

By: _____

Name Printed: _____

Title: _____

Date: _____