



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 05- 63

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 Tribe's previous contract for professional services with Kanji & Katzen, PLLC, for litigation support and negotiation expired on April 30, 2005; and

**WHEREAS**, the Squaxin Island Tribal Council recognizes the continuing need for litigation support in the ongoing *United States v. Washington*, Civil No. 9213, U.S. District Court, Western District of Washington, and in the following subproceedings within that case: No. 89-3 (general shellfish implementation issues, including settlement negotiations related to shellfish grower properties); No. 89-3-01 (shellfish minimum density determination); and No. 01-1 (culverts). Attorneys will also represent the Tribe in any additional subproceedings in *U.S. v. Washington* where the Tribe has approved such representation; and

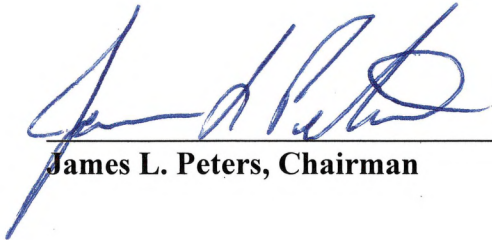
**WHEREAS**, the Squaxin Island Tribal Council recognizes the continuing need to represent the Tribe in preparation for and litigation and negotiation of issues of treaty hunting rights;

**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council does hereby approve the contract for the term of May 1, 2005 through April 30, 200~~8~~<sup>5</sup> (as attached);

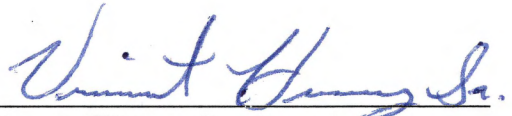
**BE IT FURTHER RESOLVED**, that the Squaxin Island Tribal Council authorizes the Chairman to sign the contract.

**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 14<sup>th</sup> day of July, 2005, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.

  
\_\_\_\_\_

**James L. Peters, Chairman**

Attested by:   
\_\_\_\_\_

**Vincent Henry, Sr., Secretary**

  
\_\_\_\_\_

**Andrew L. Whitener, Vice Chairman**



## ATTORNEY CONTRACT

THIS AGREEMENT is made this 14<sup>th</sup> day of July, 2005, between the Squaxin Island Tribe ("Tribe") and Kanji & Katzen, PLLC ("Attorneys").

IT IS HEREBY AGREED AS FOLLOWS:

1. Employment. The Tribe hereby agrees to employ and does employ the Attorneys to perform the work and professional services as set forth in this agreement and the Attorneys in consideration thereof hereby agree to faithfully execute their duties in a good and professional manner and to conduct themselves in such a way as shall serve the best interest of the Tribe.
2. Term. The term of this contract shall be a period of three (3) years commencing on May 1, 2005, and terminating on April 30, 2008, subject, however, to prior termination as provided below. No right of renewal is contained herein.

3. Duties. The duties of the Attorney shall be:

A. To represent the Tribe in general matters in United States v. Washington, Civil No. 9213, United States District Court, Western District of Washington, and in the following subproceedings within that case: Number 89-3 (general shellfish implementation issues, including settlement negotiations related to shellfish grower properties); Number 89-3-01 (shellfish minimum density determination); and Number 01-1 (culverts). Attorneys will also represent the Tribe in any additional subproceedings in United States v. Washington where the Tribe has approved such representation.

B. To represent the Tribe in preparation for and litigation and negotiation of issues of treaty hunting rights.

C. To represent the Tribe in such additional matters as the Tribe may direct.

D. To provide without charge to the Tribe on a quarterly basis a written report of Attorney's activities on behalf of the Tribe.

4. Compensation. For all representation the Tribe shall pay to Attorneys an hourly fee which is a proportional share of Attorneys' total hourly fee, with the actual hourly rate dependent upon the number of tribes represented with respect to that matter. The total hourly fee to be divided among the Tribes represented shall initially be as follows:

For Attorneys' principals (presently Phil Katzen and Riyaz Kanji): \$180 per hour.

For Attorneys' associate attorneys (presently Cory Albright and David LaSarte): \$135 per hour.

For Attorneys' contract attorneys (none presently): \$120 per hour.

The above total hourly fees shall remain in effect at least through December 31, 2005.

Attorneys shall give at least 60 days notice of any increase in the total hourly fees to become effective after December 31, 2005.

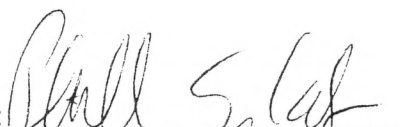
5. Expenses. Where the Tribe has approved the retention of experts or other assistants, the fees of such experts or assistants shall be payable as an expense of this contract, unless such

experts or assistants contract directly with the Tribe. Attorneys shall also be allowed necessary and proper travel expenses incurred in connection with the performance of their duties under this contract. Travel by automobile shall be allowed at the federal income tax deduction rate applicable at the time of travel. When overnight travel is necessary reasonable lodging and meal expenses shall be allowed. In addition, Attorneys shall be allowed the following expenses: copying expenses, witness fees, exhibit preparation expenses, long distance telephone calls, court costs and fees, outside contracted stenographic services, printing expenses and postage expenses.

6. Payment of Fees and Expenses. All fees and expenses shall be paid upon the basis of monthly invoices prepared by Attorneys. Each invoice shall show the services performed and expenses incurred by Attorneys. Payment shall be made within thirty days of the Tribe's receipt of the monthly invoice.
7. Non-Assignability. It is agreed that no assignment of the obligations of this contract in whole or part shall be made without the consent of the Tribe and the Attorneys.
8. Termination. This contract may be terminated by either party giving thirty days notice in writing to the other party. This contract may also be terminated for failure to pay for Attorneys' services when payment is due. Consistent with the Rules of Professional Conduct and rules applicable to practice before Tribal, State and Federal courts, Attorneys may also defer services or withdraw from representation of the Tribe for failure to make payment when due.
9. Attorneys Standing. Attorneys stipulate that they are fully licensed members in good standing of the Washington State Bar Association, or are otherwise entitled to practice in Washington State, and to the best of their knowledge no disciplinary proceedings have ever been instituted against them by any bar association of any jurisdiction in the United States or its territories.
10. Miscellaneous. If any part of provision of this contract or the application thereof shall be adjudged invalid, the validity of the other parts or provision shall not be affected.
11. Amendment by Written Endorsement. It is understood and agreed that this instrument embodies all agreements existing between the Tribe and the Attorneys and that no term, provision, or condition of this agreement shall be held to be altered, amended, changed or waived in any respect except by written endorsement attached hereto.

Kanji & Katzen, PLLC

Squaxin Island Tribe

By:   
Phillip E. Katzen

By: 