



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 05-64

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 importance of protecting its water rights in relation to the Johns Creek Basin; and

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

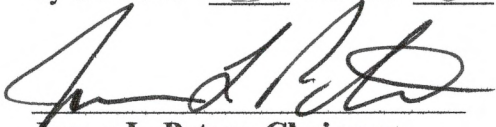
**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council does hereby approve the Letter of Legal Representation dated July 22, 2005 (as attached);

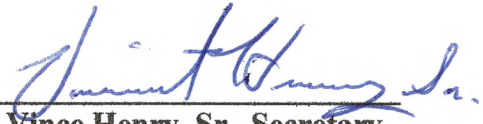
**BE IT FURTHER RESOLVED**, that the Squaxin Island Tribal Council also approves the waiver of conflict of interest as set out in the Letter of Simultaneous Representation of Squaxin Island Tribe and Puget Sound Energy, Inc. dated July 22, 2005 (as attached);

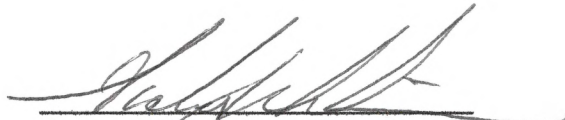
**BE IT FINALLY RESOLVED**, that the Squaxin Island Tribal Council authorizes the Executive Director to sign and return the engagement and waiver letters dated July 22, 2005.

**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 38<sup>th</sup> day of July, 2005, at which time a quorum was present and was passed by a vote of 5 for and 0 against with 0 abstentions.

  
**James L. Peters, Chairman**

Attested by:   
**Vince Henry, Sr., Secretary**

  
**Andrew Whitener, Vice Chairman**



Tom McDonald  
PHONE: 360.956.3300  
EMAIL: [tmcDonald@perkinscoie.com](mailto:tmcDonald@perkinscoie.com)

111 Market Street N.E., Suite 200  
Olympia, WA 98501-1008  
PHONE: 360.956.3300  
FAX: 360.956.1208  
[www.perkinscoie.com](http://www.perkinscoie.com)

July 22, 2005

Mr. Kevin Lyon  
Squaxin Island Tribe  
3711 SE Old Olympia Highway  
Shelton, WA 98584

**Re: Legal Representation**

Dear Mr. Lyon:

Thank you for selecting Perkins Coie LLP to represent the Squaxin Island Tribe ("Squaxin Island Tribe") in connection with advice regarding water rights.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. I will have primary oversight for Perkins Coie's representation of the Squaxin Island Tribe, but we assign other firm lawyers and paralegals when necessary, beneficial, or cost-effective and when desirable to meet the time constraints of the matter. My current hourly rate for this initial matter is now \$255. This is my government rate. Our hourly rates in Olympia range from \$255 per hour for our most experienced partners to \$125 for our most junior associates and \$105 for paralegals, depending on their experience levels. These rates are adjusted at least annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We try to issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. Please also refer to the enclosed Information for Clients for specifics regarding fees, disbursements, billing, payment, and termination of our representation should payment not be made or other circumstances warrant.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records, the representation of the Squaxin Island Tribe on this initial matter does

[58681-0001/SL051790.085]

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · HONG KONG · LOS ANGELES  
MENLO PARK · OLYMPIA · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

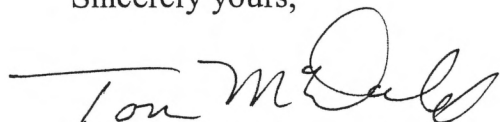
Mr. Kevin Lyon  
July 22, 2005  
Page 2

not create a conflict of interest for Perkins Coie. However, we do ask for a prospective waiver for potential conflicts with existing clients on other matters other than water rights. Enclosed is the waiver for your signature. Names we checked included "Squaxin Island Tribe." Please let me know immediately if the Squaxin Island Tribe goes by other names, if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of the Squaxin Island Tribe does not include acting as counsel for any entity in which the Squaxin Island Tribe holds equity or any subsidiary, affiliate, equityholder, employee, family member, or other person unless such additional representation is separately and clearly undertaken by us.

This letter, along with the enclosed Information for Clients, confirms the terms and conditions on which Perkins Coie LLP and its affiliates will provide legal services to the Squaxin Island Tribe. Unless otherwise agreed in writing, the terms of this letter and the enclosed Information for Clients will also apply to any additional matters that we undertake at the Squaxin Island Tribe's request.

If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to working with you and thank you for placing your confidence in Perkins Coie.

Sincerely yours,

A handwritten signature in cursive script that reads "Tom McDonald". The signature is written in black ink and is positioned above the printed name.

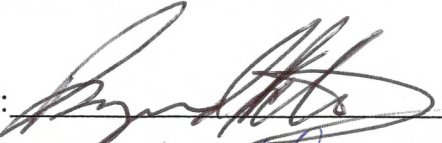
Tom McDonald

Enclosure  
Information for Clients

Mr. Kevin Lyon  
July 22, 2005  
Page 3

ACCEPTED AND AGREED:

**SQUAXIN ISLAND TRIBE**

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

Its: Executive Director

Date: 7/29/05



Tom McDonald  
PHONE: 360.956.3300  
EMAIL: tmcDonald@perkinscoie.com

111 Market Street N.E., Suite 200  
Olympia, WA 98501-1008  
PHONE: 360.956.3300  
FAX: 360.956.1208  
www.perkinscoie.com

July 22, 2005

Mr. Kevin Lyon  
Squaxin Island Tribe  
3711 SE Old Olympia Highway  
Shelton, WA 98584

Re: **Simultaneous Representation of Squaxin Island Tribe and Puget Sound Energy, Inc.**

Dear Mr. Lyon:

This letter will confirm that Perkins Coie LLP ("Perkins Coie") has received the informed consent of Squaxin Island Tribe (the "Tribe"), to continue our representation of Puget Sound Energy, Inc., its parent, Puget Energy, Inc., and their affiliates and subsidiaries (collectively, "PSE") on current and future matters adverse to the Tribe, while undertaking representation of the Tribe on unrelated matters.

Perkins Coie has been asked to represent the Tribe in connection with advice regarding water rights. There are no current matters adverse the Tribe; however, because Perkins Coie has long represented PSE in a great number of matters, the possibility exists for conflicts between PSE and the Tribe. Rather than approach these matters on a piecemeal basis, Perkins Coie proposes this consent, which allows Perkins Coie to represent PSE on any current and future matters, including litigation, adverse to the Tribe and simultaneously represent the Tribe in unrelated matters.

Perkins Coie represents and anticipates representing PSE on current and future matters in which the interests of PSE may, from time to time, be adverse to those of the Tribe. These matters may include real and personal property, bankruptcy, tax, litigation, environment, contract, energy, utility, facilities, licensing, permitting, land use, regulatory, corporate, administrative, safety, employment, business, financing, and other matters.

[58681-0001/SL052030.107]

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · HONG KONG · LOS ANGELES  
MENLO PARK · OLYMPIA · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

Mr. Kevin Lyon  
July 22, 2005  
Page 2

Adversities to the Tribe on behalf of PSE might exist or arise, for example, in connection with current or future matters of the type described above, including in particular the following current or future matters:

- matters related to the acquisition, ownership, transfer, or disposition by, or the use or occupancy by, PSE or the Tribe of interests in real or personal property (*e.g.*, relating to a claim of right or a voluntary or involuntary transfer, to annexation or condemnation, to a security interest, water right, franchise, easement, lease, permit, or license, or to a construction, operating, facility, facility interconnection, or relocation, or other agreement);
- matters involving Bonneville Power Administration (or any other federal power marketing administration), including, for example, matters related to Bonneville Power Administration services, policies, rates, terms, conditions, contracts, or facilities;
- matters involving the claim (or the exercise) of authority by or on behalf of the Tribe to tax (or levy charges or fees on), annex, condemn, or regulate (*e.g.*, through police power) PSE or its representatives, activities, or property;
- permitting, licensing, safety, land use, or environmental (including, *e.g.*, pollution, emission, and endangered species) matters; and
- matters involving disputes, claims, or potential or actual litigation (or potential or actual regulatory, administrative, or arbitration proceedings) which arise out of any or all of the foregoing matters or which arise under tort, contract, condemnation, bankruptcy, or other law or statute.

In all such current and future matters, we would expect to represent PSE and not the Tribe.

Under the rules governing professional responsibility and conflicts of interest, Perkins Coie may represent PSE on current and future matters adverse to the Tribe and simultaneously represent the Tribe in separate, unrelated matters only under certain conditions. First, Perkins Coie must have the written consent of both clients. Second, Perkins Coie must reasonably believe our simultaneous representation of PSE will not adversely affect our relationship with the Tribe. To the best of our knowledge, the work Perkins Coie is now being asked to undertake for the Tribe is not related to any legal

Mr. Kevin Lyon  
July 22, 2005  
Page 3

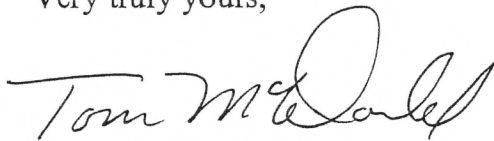
services Perkins Coie is performing for PSE. We are confident that our ability to represent each client's interests will not be limited or compromised.

Please confirm that the Tribe consents to the foregoing on an informed basis, after full disclosure, and with the recognition that Perkins Coie's representation of PSE in current and future matters adverse to the Tribe, and simultaneous representation of the Tribe on unrelated matters, creates a conflict of interest.

Please also confirm that, if in the future, the Tribe wishes to withdraw or limit this consent, Perkins Coie may withdraw from representation of the Tribe. Such withdrawal will be the Tribe's sole remedy, and the Tribe agrees that it will not seek to disqualify Perkins Coie from continued representation of PSE in current or future matters and will not seek recovery of attorneys' fees or costs expended or incurred prior to any withdrawal or limitation of this consent.


Enclosed is an extra original of this letter for your files. If acceptable, please sign in the space provided below and return one signed original for our files.

Very truly yours,

  
Tom McDonald

The undersigned hereby consents to the representation described above.

SQUAXIN ISLAND TRIBE

By:   
Its: Executive Society  
Date: 7/29/05