



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 05- 75

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 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 establishment and operation of the Tribal Court and Tribal Court of Appeals are an essential function of Tribal government and vital to the exercise of Tribal sovereignty; and

WHEREAS, the Tribe has entered 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

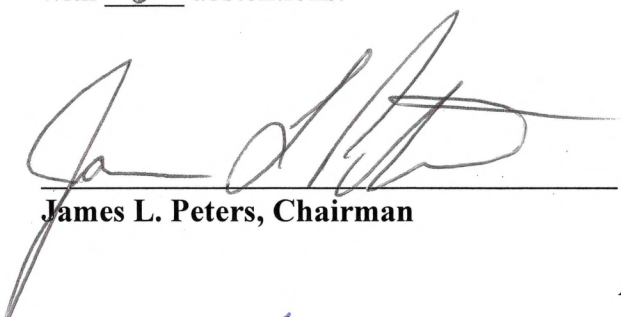
action of the Squaxin Island Tribe attaches to NICS, NICS staff, the NICS Governing Board, and any NICS judge hearing and deciding any matter on behalf of the Squaxin Island Tribe.

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

NOW THEREFORE BE IT FINALLY RESOLVED, that the Squaxin Island Tribal Council authorizes Kevin R. Lyon, the Director of the Legal Department, to sign the Agreement.

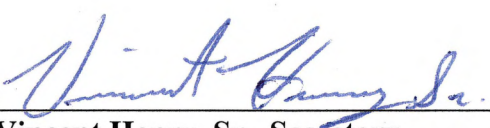
CERTIFICATION

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 25th day of August, 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 D. Whitener, Vice Chairman

JUDICIAL 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 Squaxin Island Tribe, 10 SE Squaxin Lane, Shelton WA 98584 (hereinafter “the Tribe”), and the Northwest Intertribal Court System, Hall Creek Office Park, 6912 – 220th Street SW, Suite 213, Mountlake Terrace, Washington 98043 (hereinafter “NICS”) for the purposes of providing judicial and court administration services. The Tribe and NICS agree to perform their respective scope of work and responsibilities as set forth in this Agreement for the purpose of having NICS provide judicial and court administration services requested by the Tribe.

II. Term

Upon the date that the Agreement has been signed by an authorized representative of each of the parties, this Agreement shall be in effect retroactively from the expiration of the agreement dated December 18, 2003 on September 30, 2004 and shall remain in effect until September 30, 2006 or termination of this Agreement in writing, whichever occurs first.

III. Scope of Work

The NICS staff and judge(s) agree to perform the following judicial and court administration services:

1. NICS staff shall:

- a. Process notices of appeal received from the Tribal Court.
- b. Review the record and documentation received from the Tribal Court for completeness, organization and accuracy.
- c. 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.
- d. Assemble a panel of qualified judges.
- e. Engage one or more qualified judges to hear matters on appeal.
- f. Provide all necessary staff support for the appellate panel.
- g. Assist the Tribe's Clerk of the Court in efficiently maintaining and improving court files and procedures.
- h. Produce itemized billing statements for the Tribe on a quarterly basis.

2. NICS judges shall:

- a. Act as trial and/or appellate judge(s) to hear case(s) before the Tribal Court.
- b. Be reasonably available for hearing and deciding such unscheduled matters as may arise.
- c. Prepare and issue all necessary and appropriate orders, findings of fact, conclusions of law, judgments or opinions in a timely manner.

- d. Provide legal research and writing when necessary for the decision in a case.
- e. Assist the Tribe's Clerk of the Court in efficiently maintaining and improving court files and procedures.

IV. Responsibilities of the Tribe

The Tribe agrees to perform and provide to NICS each of the following in a timely manner:

- 1. A copy of the court calendar for the scheduled court sessions for any cases assigned to NICS.
- 2. Four copies on 8½ inch x 11 inch three-hole punched paper, accurately tabbed and indexed, of the trial court file and all related documents filed in the tribal court pertaining to each case submitted to NICS during the term of this Agreement.
- 3. Current copies of the Tribe's constitution and relevant rules of court, codes, resolutions, regulations, policy manuals, etc.
- 4. Necessary support staff and materials to assist the judge(s) in scheduling, conducting hearings and preparing and preserving court records.
- 5. A current Tribal resolution identifying judges eligible to perform judicial services on behalf of the Tribe.

V. Compensation

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

- 1. For judicial services, including but not limited to review of the record, research, writing, bench time, and conferences and deliberations with other judges and court personnel, one hundred twenty five dollars (\$125.00) per hour per judge. For judges' travel time, twenty

five dollars (\$25.00) per hour per judge.

2. Travel expenses for judges and staff, including airfare, car rental, lodging and meals (or federal per diem as applicable), with private automobile mileage to be billed at the standard federal rate.
3. An administrative fee in an amount equal to twenty percent (20%) of the total cost of each case. This administrative fee is in lieu of compensation for NICS staff time and actual costs for expenses such as telephonic hearings and conference calls, postage, copying, telephone, fax, computer and technology services, rent, etc.
4. NICS shall submit an itemized payment request to the Tribe on a quarterly basis or within thirty days upon termination of this Agreement. NICS shall submit a final fiscal year billing statement within thirty days of the end the period for which this Agreement is in effect.
5. The Tribe shall remit payment in full to NICS within thirty (30) days of receipt of payment request.

VI. Contributions from the Bureau of Indian Affairs

NICS and the Tribe acknowledge that, as of the time of the signing of this Agreement, there is an unresolved question as to whether and to what extent NICS has in the past received or in the future will receive payment from the Bureau of Indian Affairs (hereinafter "BIA") on behalf of the Tribe for the provision of appellate court services to the Tribe. To fully resolve this matter, the Tribe and NICS agree (a) that the Tribe will forego credits for payments received by NICS on its behalf for FY 03 and any preceding year; (b) that no monies are due NICS for services rendered in FY 04 or any preceding year; and (c) as full consideration for the Tribe's agreement to forego any other credit or

claim for funds potentially received by NICS from BIA on behalf of the Tribe in or prior to FY 05, NICS will credit the Tribe \$5,754 for services rendered to the Tribe in FY 05. If NICS has or will receive payment from BIA on behalf of the Tribe for Fiscal Year 2006, NICS will credit and apply such payments received from BIA for FY 06 to the Tribe for appellate court services provided to the Tribe in FY 06. NICS shall inform the Tribe in writing of all payments received for or on behalf of the Tribe from the BIA and shall provide copies to the Tribe of all correspondence with the BIA.

VII. Immunity and Indemnification

The Tribe agrees to adopt and provide to NICS a Tribal resolution or statutory provision that affirms that to the extent allowed by law, NICS and its Board of Governors, staff, employees and judges are protected by the Tribe's sovereign immunity.

The Tribe agrees to defend, indemnify and hold NICS and its Board of Governors, staff, employees and judges harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including legal fees, arising out of the activities to be carried out pursuant to the obligations of this Agreement.

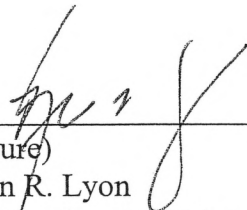
VIII. Termination


This Agreement may be terminated by either NICS or the Tribe by giving 20 calendar days written notice. Notice shall be sufficiently given if it is delivered by hand or certified mail, return receipt requested, to the address of the parties set forth in the first paragraph of this Agreement. The Tribe agrees to pay for all services and expenses under this contract, as defined in Section V 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 orderly terminate this agreement or, as agreed, 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 an act as a waiver to future rights which such party might have.

By:  August 12, 2005
(Signature) (Date)
Name: Kevin R. Lyon
Title: Director, Squaxin Island Legal Department
For: The Squaxin Island Tribe

By:  8/22/05
(Signature) (Date)
Michelle Demmert
Administrator
For: The Northwest Intertribal Court System