



# SQUAXIN ISLAND TRIBE

RESOLUTION NO. 09-96

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

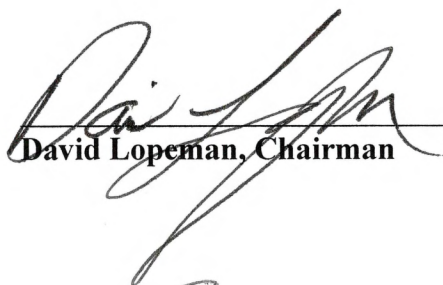
action of the Squaxin Island Tribe attaches to NICS, NICS staff, the NICS Governing Board, and any NICS judge hearing and deciding any matter on behalf of the Squaxin Island Tribe.

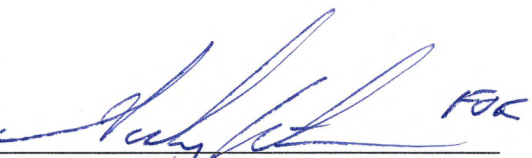
**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Squaxin Island Tribal Council hereby approves the Judicial Services Agreement (as attached).

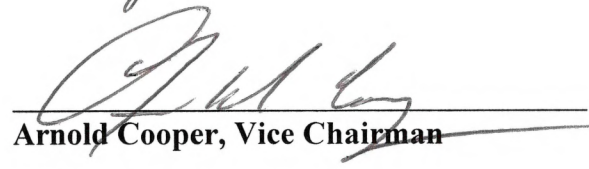
**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Squaxin Island Tribal Council authorizes the Executive Director to sign the Agreement.

**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 12 day of November, 2009, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

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

Attested by:  FK  
\_\_\_\_\_  
Peter Kruger, Sr., Secretary

  
\_\_\_\_\_  
Arnold Cooper, 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 Northwest Intertribal Court System, 6912 – 220<sup>th</sup> Street SW, Suite 213, Mountlake Terrace, WA 98043 (hereinafter referred to as “NICS”) and the Squaxin Island Tribe, 10 SE Squaxin Lane, Shelton, WA 98043 (hereinafter referred to as “the Tribe”). NICS and the Tribe agree to perform their respective scope of work and responsibilities as set forth in this Agreement for the purpose of having the NICS judges and staff provide judicial and court administration services requested by the Tribe.

## **II. Term**

This Agreement shall take effect upon the signature of the authorized representatives of both NICS and the Tribe and shall remain in effect until September 30, 2011 or termination of this Agreement in writing, whichever occurs first, provided however that if NICS still has obligations pending under this Agreement as of September 30, 2011 and no new Agreement between NICS and the Tribe has taken effect, all terms, conditions and obligations of this Agreement shall remain in effect in regards to those pending obligations until such time as those pending obligations have been performed or a new Agreement takes effect which supercedes this Agreement.

## **III. Scope of Work**

The NICS Judges and staff agree to perform the following judicial and court services:

1. NICS staff shall

- a. Provide the Tribal Council with a list of judges under contract with NICS who meet the eligibility requirements established by the Tribal Council through Tribal Council resolution. If no eligibility requirements have been established by the Tribe, NICS shall provide a list of proposed judges who are under contract with NICS.
- b. Process notices of appeal received from the Tribal Court.
- c. Review the record and documentation received from the Tribal Court for completeness, organization and accuracy.
- d. 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.
- e. Assemble a panel of three judges (unless the Tribal code or court rules specify a different number of judges for procedural matters and/or for an appeal) to hear each appeal from the list of judges that meet the Tribe's eligibility requirements and render timely decisions.
- 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 appellate judges to hear cases appealed from the Tribal Court.
- b. Be reasonably available for hearings and deciding such scheduled and unscheduled

matters as may arise.

- c. Conduct legal research and writing necessary and appropriate to render a decision in a case.
- d. Prepare and issue all necessary and appropriate orders and opinions in a timely manner.
- 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 the following activities in a timely manner:

1. Provide NICS a resolution of the Tribal Council containing a current list of eligible judges under this Agreement. The Tribe may update this list at any time during which this Agreement is in effect and such updated list shall govern all future case assignments, but shall not result in the removal of a judge previously deemed eligible from any case to which that judge has already been assigned.
2. Adopt and provide to NICS a Tribal resolution or statutory provision that affirms that NICS, NICS staff, and any NICS judge hearing and deciding any matter on behalf of the Tribe is protected by the Tribe's sovereign immunity.
3. Provide NICS with a legible copy on 8½ inch x 11 inch paper, accurately tabbed and indexed, of the trial court file and all related documents filed in the relevant tribal court pertaining to cases submitted to NICS during the term of this Agreement.
4. Provide NICS current copies and archival copies of the Tribal Constitution and any codes, resolutions, regulations, policy manuals, court rules and procedures, etc. that may be relevant



to the review and disposition of any case assigned to NICS under this agreement.

5. Provide NICS a written transcript of all relevant lower court proceedings if requested by NICS.
6. Have its own Tribal Court clerk serve as the point of contact for the filing of all notices, motions, briefs and other pleadings and communications by the parties.
7. Transmit to NICS any notice, motion, brief, or other pleading or filing in any case assigned to NICS within two business days of the filing of such notice, motion, brief or other pleading or filing in the Tribal Court.
8. Immediately file any order or opinion issued by a judge or appellate panel under this Agreement; promptly mail to or otherwise serve upon the parties in a manner consistent with the Tribal code copies of such orders and opinions bearing the Tribal Court's "date-filed" stamp; and transmit to NICS proof of filing and service of such orders and opinions within two business days of receipt of such order or opinion.
9. Provide necessary support staff and materials to assist the judge(s) in scheduling, conducting hearings and preparing and preserving the court records.

## **V. Compensation**

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

1. For judicial services, one hundred fifty dollars (\$150.00) per hour per judge. The Tribe understands that this rate may exceed the amount actually paid to the judges.
2. For judges' travel time, twenty-five dollars (\$25.00) per hour per judge.
3. Travel expenses for judges and NICS 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.

4. An administrative fee in an amount equal to twenty five percent (25%) of the total cost of each case.
5. The Tribe and NICS agree that the administrative fee and any difference between the hourly rate billed for judicial services and the rate actually paid to the judges represent compensation to NICS in lieu of direct fees and charges the Tribe would otherwise have to pay to NICS as compensation for NICS' staff time and employee benefits; rent and utilities; computer and telecommunications equipment and services; office supplies; actual costs for expenses such as long-distance telephone and fax charges, telephonic hearings and conference calls, postage, copying, etc.; bookkeeping, accounting and other professional services; and other overhead and costs associated with maintaining the staffing and infrastructure necessary to operate a court of appeals in a timely and effective manner.
6. 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.
7. The Tribe shall remit payment in full to NICS within thirty (30) days of receipt of payment request.

## **VI. Termination**

This Agreement may be terminated by either party by giving 20 calendar days written notice to the other party. Notice shall be sufficiently given if it is delivered by hand or certified mail, return receipt requested, postage pre-paid, to the address of the other party as set forth in the first paragraph

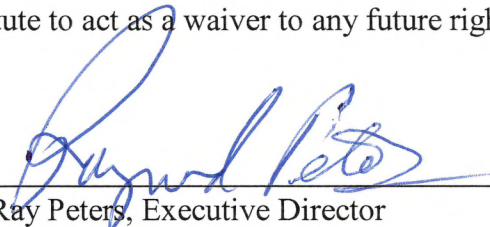




of this Agreement. Unless mutually agreed, termination shall not cancel or otherwise affect the scope of work and responsibilities of either party as they apply to cases that the Tribe has submitted to NICS under this agreement prior to the other party's receipt of a notice of termination. The Tribe 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 render a final disposition of any cases or other matters commenced prior to termination of this contract.

**VII. Waiver**

Any waiver by any party with regard to any of its rights hereunder shall be in writing and shall not constitute to act as a waiver to any future rights that such party might have.

By:  \_\_\_\_\_ Date \_\_\_\_\_  
Ray Peters, Executive Director  
For: Squaxin Island Tribe

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dan Kamkoff  
Executive Director  
For: Northwest Intertribal Court System

