



SQUAXIN ISLAND TRIBE

WEST 81 HIGHWAY 108
SHELTON, WASHINGTON 98584
(206) 426-9781

RESOLUTION NO. 83-56
OF THE
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe of Indians by the authority of the Constitution and By-laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the protection of its Tribal members; and

WHEREAS, the Squaxin Island Tribal Council feels the need to employ an attorney to represent our concerns in court.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby employs Susan K. Hvalsoe to represent the Squaxin Island Tribe by Special Counsel Contract, solely in the matter of the Confederated Tribes of Chehalis Indian Reservation, et al., vs. State of Washington, et al., Cause No. C83-117T(c).

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the above Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council held on this 6th day of Oct, 1983 at which time a quorum was present and passed by a vote of 3 for 0 against.

David W. Whitener, Chairman

Evelyn Allen, Vice-Chairperson

ATTESTED BY:

Frank Parker, Council Member

SPECIAL COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 9th day of September, 1983, by and between David Whitener, Chairman of the Squaxin Island Tribal Council, acting for and on behalf of the Squaxin Island Tribe, and Susan Kay Hvalsoe, of Cullen, Holm & Foster, Attorneys at Law, Suite 301 Heritage Federal Savings and Loan Building, Fifth and Columbia, Olympia, Washington 98501.

The parties have agreed as follows:

1. That the Squaxin Island Tribe, hereinafter referred to as the TRIBE, under the authority vested therein by resolution of the Squaxin Island Tribal Council adopted on the 9th day of September, 1983, which is attached to and made a part of this agreement, hereby contracts with, retains and employs Susan Kay Hvalsoe and the law firm of Cullen, Holm & Foster, as attorneys in the matter hereinafter mentioned.

2. It shall be the duty of Susan Kay Hvalsoe, and Cullen, Holm & Foster, hereinafter referred to as the ATTORNEY, to appear on behalf of and to represent the TRIBE solely in the matter of the Confederated Tribes of Chehalis Indian Reservation, et al., v. State of Washington, et al., Cause No. C83-117T(C), and to the extent that it is consolidated with that case, United States of



America v. State of Washington, Cause No. 9213--Phase I, in the matter of the Chehalis and Shoalwater Tribes' fishing rights.

3. The ATTORNEY in the performance of the duties required under this contract shall be subject to the supervision and direction of the Squaxin Island Tribal Council.

4. The ATTORNEY, subject to the approval of the Squaxin Island Tribal Council and the Secretary of the Interior or his authorized representative, may employ for work hereunder such attorney or attorneys as she may select; Provided that neither the TRIBE nor the Government is to owe any additional compensation by reason of such employment, all compensation of such employee counsel to be paid by the ATTORNEY out of any compensation which she may receive.

5. In consideration of the services to be rendered, the ATTORNEY shall receive a compensation of \$60.00 per hour, not to exceed \$5,000.00 per annum, payable monthly as billed, plus all necessary and reasonable expenses. Expenses include travel expenses at the rates set forth in the federal schedules, long distance telephone calls, telegraph, printing of documents, photocopying and such like expenses, expert assistance, witness fees, court costs and fees, and outside contracted stenographic services. Expenses shall not include office expenses such as rent, light, heat or clerical services. The expenses paid shall not exceed \$2,000.00 per annum, unless additional amounts are authorized by the TRIBE and approved by the Secretary of the Interior or his authorized representative. Except in emergency situations, advance approval shall be obtained for such

additional amounts. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers and approval of the Secretary of the Interior or his duly authorized representative. Expenses shall be itemized and verified by the ATTORNEY and shall also be approved by the Squaxin Island Tribal Council. To the extent that services are rendered on behalf of both the Nisqually Indian Tribe and the Squaxin Island Tribe, all fees and expenses shall be divided equally between the two.

6. No assignment of the obligations of this contract, in whole or in part, shall be made without the consent, previously obtained, of the Squaxin Island Tribal Council and the approval of the Secretary of the Interior or his authorized representative. Nor shall any assignment or encumbrance be made of any interest of the ATTORNEY in the compensation to be paid under this contract, without such consent, Provided, however, that if such an assignment of the obligations of this contract, or assignment or encumbrance of any interest in the compensation to be paid is made in violation of the provisions of this paragraph, the contract may be terminated at the option of the Secretary of the Interior or of the TRIBE, and no attorney having any interest in the contract or in the fee provided herein shall be entitled to any compensation whatever for any services rendered or expenses incurred subsequent to the date of termination.

7. The death of the ATTORNEY shall terminate this contract unless there is left surviving one attorney or more who is a party to this contract or who holds an interest therein under an

assignment duly approved by the Squaxin Island Tribal Council and the Secretary of the Interior or his authorized representative, in which event such surviving attorney or attorneys shall serve as the ATTORNEY under this contract until it expires or is terminated in accordance with the terms hereof.

8. This contract may be terminated by either party by giving 30 days' written notice to the other party, the Secretary of the Interior, or his authorized representative, and to the Area Director of the Bureau of Indian Affairs, and if the contract shall be so terminated, the ATTORNEY shall receive such compensation as the Secretary of the Interior may determine equitably to be due as of the date of termination. The ATTORNEY shall cooperate with the TRIBE in affecting a smooth transition of legal counsel so as to assure that the TRIBE is not unwillingly without effective legal representation during the 30-day period.

9. This contract may also be terminated for cause by the Secretary of the Interior after a hearing on reasonable notice. If the Secretary finds that the interests of the TRIBE so require, he may suspend for cause the contract and the payment of all compensation due or accruing to the ATTORNEY thereunder, pending a hearing which shall be held without unreasonable delay.

10. In accordance with the understanding reached between the Nisqually Tribal Business Committee and the Squaxin Island Tribal Council, if a conflict of interest arises which prevents the ATTORNEY from properly representing both Tribes' interests at the same time, the ATTORNEY shall withdraw from representation of

the Squaxin Island Tribe for that matter and shall assist the Squaxin Island Tribe in the timely transfer of such responsibilities to an Attorney of the Squaxin Island Tribe's choice.

11. It is mutually understood and agreed that payment of compensation and expenses under the terms of this contract shall be contingent upon availability of funds in the Tribal treasury or upon an appropriation by Congress from Tribal funds held by the United States to the credit of the TRIBE.

12. The ATTORNEY shall render to the TRIBE and to the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than once per year and at such other times as she may be requested by the Secretary of the Interior or his authorized representative.

13. The ATTORNEY stipulates that all partners and associates in the law firm of Cullen, Holm & Foster are fully licensed members of the bar of the State of Washington and, to the best of their knowledge, no disciplinary proceedings have been instituted against any of them by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved and no members of the firm have been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

14. The ATTORNEY shall not have exclusive legal representation on the matters identified in paragraph 2 for the TRIBE. The TRIBE may obtain and contract additional legal counsel for

representation on any facet of this matter. When additional legal counsel is obtained by the TRIBE, the ATTORNEY shall be informed prior to the representation of such additional counsel.

15. This contract shall be in force for a period of two (2) years, beginning September 9, 1983, unless disapproved by the Secretary of the Interior or his authorized representative.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written.

THE SQUAXIN ISLAND TRIBE

By: [Signature]
Chairman

By: [Signature]
Secretary

CULLEN, HOLM & FOSTER

By: [Signature]
Susan Kay Hvalsoe