

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 90-19 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; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted to provide for the social, health and economic well-being of its members; and

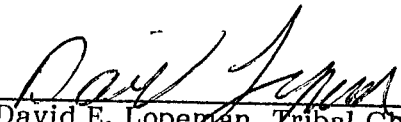
WHEREAS, the Squaxin Island Tribe needs legal services in connection with protection of its treaty right to take shellfish at all usual and accustomed grounds and stations.

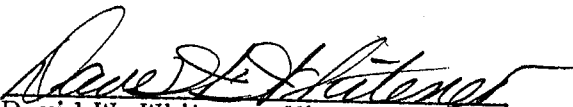
WHEREAS, Evergreen Legal Services, Native American Project is qualified and willing to provide legal services to the Tribe.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council does hereby approve the attached Professional Services Contract between Evergreen Legal Services and the Squaxin Island Indian Tribe.


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 this 26th day of April, 1990 at which time a quorum was present and passed by a vote of 3 for and 0 against with 0 abstentions.


David E. Lopeman, Tribal Chairman


David W. Whitener, Vice Chairman

ATTESTED BY:


James L. Peters, Secretary

PROFESSIONAL SERVICES
CONTRACT

This is an agreement between the Squaxin Island Indian Tribe (referred to as "the Tribe" in this contract) and Evergreen Legal Services (referred to as "the contractor" in this contract).

Recitals

1. The Squaxin Island Tribe needs legal services in connection with protection of its treaty right to take shellfish at all usual and accustomed grounds and stations.

2. Contractor is qualified and willing to provide legal services to the Tribe on terms outlined in this agreement.

3. The purpose of this contract is to provide representation to the Tribe in all matters related to the protection of the Tribe's treaty right to take shellfish, including, but not limited to, litigation currently pending in federal district court. The parties agree that this representation will be provided primarily by contractor's attorney employees in the Native American Project Seattle office, although other attorneys may be retained by the Tribe to assist to whatever extent the parties agree.

In consideration of the foregoing and the mutual promises contained in this contract, the parties agree as follows:

Qualification of Attorney

Contractor stipulates that (1) every lawyer who provides legal services for the Tribe pursuant to this contract shall be eligible to practice before the United States Department of the Interior, and (2) to the best of Contractor's knowledge no such

lawyer shall have been found in violation of the Code of Professional Responsibility by any bar association of any jurisdiction in the United States or its territories. Violation of this section shall be grounds for immediate termination of this contract by the Tribe.

Payment for Services

The Tribe shall pay to contractor \$70.00 per hour for the services of Native American Project employee attorneys in connection with this contract, utilizing tribal and those appropriated funds approved by the Bureau of Indian Affairs, provided, that in no event shall the amount paid for attorneys fees exceed \$69,000.00, the amount paid for expenses shall not exceed \$1,000.00, and the amount of fees and expenses together shall not exceed \$70,000.00, and provided, that the Tribe shall pay only its pro rata share for the services of contractor's attorneys, with the costs of that service divided evenly among all tribes represented by contractor's attorneys in the shellfish litigation.

Vouchers

Within 20 days after the end of each month, Contractor shall submit to the Tribe a billing which certifies the services performed pursuant to this contract during the preceding month. As soon as possible thereafter the Tribe shall submit such vouchers to the Secretary for approval of payment. Within 10 days after the Secretary approves payment, the Tribe shall reimburse the Contractor.

Payment Contingent on Fund Availability

With respect to services provided under this contract payment is contingent upon availability of funds in the tribal treasury or appropriated funds approved for that purpose by the Bureau of Indian Affairs.

Records

At no cost to the Tribe, Contractor shall maintain all records and accounts which the parties consider necessary to assure complete accounting for all funds transferred pursuant to this contract. These records shall be available for audit purposes upon request of the Tribe or any authorized agent of the tribe. Within 60 days after this contract terminates, if the Tribe requests, Contractor will provide the Tribe with a financial statement regarding the parties' dealings pursuant to the contract. Contractor shall support all charges to the Tribe with properly executed payrolls, time records, invoices, vouchers, contracts, orders or other accounting documents. Documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

Term

This agreement shall take effect on October 1, 1989, and shall terminate on September 30, 1990, unless it is renewed by agreement of the parties or unless it is terminated earlier as provided below.

Termination

Either party may terminate this contract upon 30 days written notice to the other party. The parties acknowledge that

the Commissioner of Indian Affairs may terminate this contract for good cause. The Commissioner, by his or her agency's regulations, must provide Contractor with 60 days written notice of such termination. If the Commissioner determines that the interests of the Tribe require it, he may suspend the contract and payment of compensation due pursuant to the contract pending a hearing which shall be held without unreasonable delay.

Assignability

This contract may not be assigned without the prior written approval of both parties and of the Secretary of the Interior.

Reports

Upon request of the Tribe or the Commissioner of Indian Affairs, but no more frequently than twice during the year, the Contractor shall submit reports to the Commissioner describing services performed under this contract. This section shall not be interpreted to impose upon contractor an obligation inconsistent with the Code of Professional Responsibility.

Attorney Fees

1. The parties recognize that courts have indicated that attorney fees awarded in litigation which has been conducted by legal services lawyers generally accrue to the legal services program. The parties desire and intend, however, that all attorney's fees awarded to Evergreen Legal Services for representation provided to the Tribe in connection with this contract, to the extent those expenses have been reimbursed by the Tribe, be devoted to providing the Tribe with a continuing and more comprehensive legal services program.

2. The parties agree that any or all attorney's fees awarded by a court to the Squaxin Island Tribe or to the Contractor for representation provided in connection with this contract, to the extent those expenses have been reimbursed by the Tribe, shall be expended solely in the provision of a continuing or more comprehensive legal services program for the benefit of and at the direction of the Tribe.

3. The parties further agree that any attorney's fee award which is covered by this agreement shall first be applied to any outstanding obligation that the Tribe may have to Contractor at the time the award is received.

4/12/90
Date

3/16/90
Date

David Lopeman
Name

David Lopeman
Chairperson
Squaxin Island Tribe
West 81, Highway 108
Shelton, WA 98584
(206) 426-9783

Ada Shen-Jaffe

Ada Shen-Jaffe
Director
Evergreen Legal Services
101 Yesler, Suite 301
Seattle, WA 98104
(206) 464-5933

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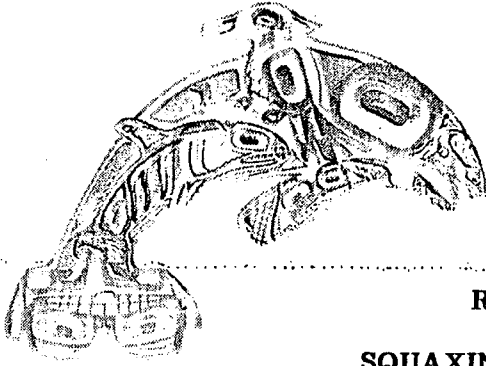
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David Lopeman
Name

David Lopeman
Chairperson
Squaxin Island Tribe
West 81, Highway 108
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Ada Shen-Jaffe

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Director
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