

ROLL CALL MATRIX

Meeting Date: 10-29-2012

P	A	Res. Number 2012	223	224	225							
		Unanimous	U	U	U							
x		Cathy Abramson	1	1								
x		Deb Pine										
x		Denny McKelvie										
x		DJ Malloy										
x		Jennifer McLeod		2	2							
x		Lana Causley										
x		Cath Hollowell	2									
x		Bridgett Sorenson										
x		Keith Massaway			1							
x		Denise Chase										
x		Darcy Morrow										
x		Joan Anderson										
x		Aaron Payment										

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- S = Sponsored by Board Member
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous



**AUTHORIZATION TO PROCEED TO CLOSING ON THE CORNER PARCEL
PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT WITH THE
CITY OF LANSING, MICHIGAN**

WHEREAS, on January 24, 2012, the Board of Directors adopted Resolution 2012-11, approving a Comprehensive Development Agreement (the "Lansing CDA") with the city of Lansing, Michigan, authorizing the Tribe to acquire certain lands located in the city of Lansing using interest or income from the Self-Sufficiency Fund established under the Michigan Indian Land Claims Settlement Act (the "Act") and to then seek to have those lands placed into mandatory trust pursuant to section 108 (c) and (f) of the Act and to take the necessary steps to establish the legal right of the Sault Tribe to construct and operate a casino gaming enterprise on those lands; and

WHEREAS, Article 3 of the Lansing CDA, as amended, contemplates that, subject to the completion of numerous pre-closing conditions and agreements, the parties will close on purchase of the initial parcel of land, designated as the "Corner Parcel," on or before November 1, 2012; and

WHEREAS, the parties have now negotiated the required subordinate agreements including a Corner Parcel Closing Agreement, a Showcase Casino Closing Agreement, a Law Enforcement Agreement, a Lansing Resources Utilization Agreement, an Elevated Parking Ramp Development Agreement, and a Corner Parcel Lease Agreement and have otherwise satisfied the conditions and requirements set forth in the CDA; and

WHEREAS, the Board of Directors have determined that it is in the best interests of the Tribe to proceed to closing on the Corner Parcel as provided in the CDA;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes its Chairperson and General Counsel to proceed to close on the purchase of the Corner Parcel as provided in the CDA and, subject to the terms and conditions previously imposed by Resolution 2012-11, to execute the above-described agreements with the City of Lansing in substantially the form presented to the Board and to execute such other documents and take such actions as may be necessary to effectuate the closing on this parcel in accordance with the CDA.

BE IT FURTHER RESOLVED, that the Board of Directors Board hereby affirms and ratifies the limited waiver of sovereign immunity extended to the City of Lansing in Article 8 of the CDA and approved by Resolution 2012-11 which waiver, by its terms, extends to the subordinate agreements that are required by the CDA and that are approved by this resolution.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 29 day of October 2012; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment
Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

Min Waban Dan

**Administrative
Office**

523 Ashmun Street
Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

**Government
Services**

**Membership
Services**

**Economic
Development
Commission**



RESOLUTION NO: 2012-324

**PROFESSIONAL SERVICES AGREEMENT
INTERIM PROSECUTOR**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has an interest in the seamless administration of justice; and

WHEREAS, the contractual position of Interim Prosecutor is needed to fulfill the sovereign duties of the Sault Ste. Marie Tribe of Chippewa Indians and to maintain the continuity of workflow between the resigning permanent prosecutor and the incoming permanent prosecutor.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes Aaron A. Payment, Tribal Chairperson, or his duly authorized representative, to sign, amend, negotiate an execute the attached professional services agreement with Catherine M. Castagne for Interim Prosecution Services.

**Government
Services**

**Membership
Services**

**Economic
Development
Commission**

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 29 day of October 2012; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is effective this _____ day of _____ 2012, (“Effective Date”) by and between the Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe (the “Tribe”) and _____ (“Interim Prosecutor”), collectively referred to as the “Parties,” and each as a “Party.”

1. RECITALS

- 1.1 The Tribe exercises much of its civil and criminal jurisdiction through the Sault Ste. Marie Tribe of Chippewa Indians Tribal Court (“Tribal Court”).
- 1.2 Interim Prosecutor is licensed to practice law in the State of Michigan, and has experience and training in the areas of criminal, conservation/treaty, and child welfare matters.
- 1.3 The Tribe desires to have the Interim Prosecutor serve as Interim Prosecutor for criminal, child welfare, and conservation/treaty cases in Tribal Court.
- 1.4 The Chairperson of the Sault Ste. Marie Tribe of Chippewa Indians is authorized, on behalf of the Tribe, to execute this Agreement with Interim Prosecutor for the performance of services set forth herein.
- 1.5 The Parties have accordingly entered into this Agreement to set forth the terms and conditions of their arrangement.
- 1.6 Interim Prosecutor has full legal power and authority to file, prosecute, and otherwise enforce tribal law to the extent provided under this Agreement.

In consideration of the mutual promises and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

2. DUTIES AND RESPONSIBILITIES

2.1 Duties.

- a. Interim Prosecutor shall serve as Interim Prosecutor in the Tribal Court, exercising those powers and duties described by Chapter 80 of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Code, and any other enactments of the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors.
- b. Interim Prosecutor shall report directly to the General Counsel. Further, it is understood that Interim Prosecutor, in the performance of his/her duties required under this Agreement, shall be answerable to the Board of Directors of the Tribe, and that the regular supervision of these matters is accomplished through the Tribal Legal Department.

Initials

- c. Interim Prosecutor shall be responsible for prosecuting any and all criminal, conservation/treaty, and child welfare matters in Tribal Court.
- d. Interim Prosecutor shall dedicate such time, energy and resources as is reasonable, necessary and prudent to ensure the efficient operation and orderly progression of cases through the Tribal Court.
- e. Interim Prosecutor shall cooperate with the U.S. Attorney to collaborate on any criminal case involving the Tribe.
- f. Interim Prosecutor shall communicate with the Tribal Judge whenever prudent and/or necessary.
- g. Interim Prosecutor will be expected to be “on call” when necessary to provide prosecution assistance and advice, as needed; including availability after normal business hours and on weekends.
- g. Interim Prosecutor shall be expected to communicate and collaborate with internal and external departments and agencies, including but not limited to: Federal, State, Local, and Tribal law enforcement agencies; Federal, State, Local, and Tribal court systems; Federal, State, Local, and Tribal child welfare agencies; and the Child Welfare Committee.
- h. Interim Prosecutor shall be expected to carry out such other and further duties that fall within the scope and spirit of this agreement, even though not specifically mentioned herein.

2.2 Location and Hours. Interim Prosecutor shall perform the duties as needed at the discretion and direction of the Tribe and the Legal Department. Notwithstanding the above, Interim Prosecutor retains the right to determine the location, days and hours upon which Interim Prosecutor shall perform the duties; subject to court schedules and cases that arise needing immediate attention.

2.3 Professional Standards. Interim Prosecutor shall perform all duties in accordance with all applicable standards, including without limitation: (a) generally accepted standards of conduct within the legal profession; (b) federal, state and local governmental laws, rules, and regulations; (c) policies, procedures and standards of the Tribe.

2.4 Licensing and Continuing Education. Interim Prosecutor shall maintain a license to practice law in the State of Michigan during the term of this Agreement and shall obtain and maintain any other licenses, admissions, or certifications as are reasonably necessary and/or required by the Tribe during the term of this Agreement. Interim Prosecutor shall remain a member in good standing of the Michigan Bar during the term of this Agreement. Interim Prosecutor shall be admitted to practice in the Tribal Court. Interim Prosecutor shall provide the Tribe with immediate notice of any change in any required license, certification, or admission during the term of this Agreement.

2.5 Non-Exclusive Service and Conflicts.

- a. Interim Prosecutor shall devote the time and effort necessary to perform the duties of Interim Prosecutor for Tribe. Interim Prosecutor may seek other employment

Initials

on Interim Prosecutor's own time, provided such employment does not interfere with or otherwise adversely affect the performance of the duties set forth herein.

- b. During the term of this Agreement, Interim Prosecutor may not represent or conduct negotiations with any person, agency, firm or business with interests conflicting with the Tribe, nor shall he/she accept or receive any direct compensation, fees, expenses or other thing of value for legal services from such party or parties. Interim Prosecutor may be compensated for matters other than those in which she represents the Tribe, including participation in training workshops and seminars that do not run counter to tribal interests, but remains at all times responsible for reporting any actual or perceived conflict to the Legal Department in a timely manner.

2.6 Training. Training and associated travel will be required of the Interim Prosecutor from time to time. Payment for such travel shall not be at the hourly rate contained in this agreement, but instead shall be as set out in § 4.2 of this agreement. All training should be approved by the Legal Department and/or the Tribe.

2.7 Warranties. Interim Prosecutor represents and warrants to the Tribe as follows: (a) Interim Prosecutor has never had a license to practice law in any state suspended or revoked; (b) Interim Prosecutor has never been reprimanded, sanctioned or disciplined by the Michigan State Bar Association; (c) Interim Prosecutor is a member in good standing of the Michigan Bar; (d) all information submitted by Interim Prosecutor that the Tribe relied upon in entering into this Agreement is true, accurate and complete in all respects; and (e) Interim Prosecutor shall immediately notify the Tribe should there be a change in the status of (a) through (d) during the course of this Agreement.

3. TERM

3.1 Term and Continuation. The initial term of this Agreement shall be as needed by the Tribe, and mutually agreed upon by the parties, but shall not extend beyond December 31, 2012 unless extended by mutual agreement with the approval of the Board of Directors.

3.2 Termination. Either Party may terminate this Agreement, with or without cause, by providing 14 days advance written notice to the non-terminating party.

3.3 Immediate Termination. Notwithstanding subsections 3.1 and 3.2, and without limiting the remedies available to the Tribe at law or equity, the Tribe retains the right to immediately terminate this Agreement if Interim Prosecutor becomes disqualified to practice law in the State of Michigan, fails to maintain admission to practice in Tribal Court, or breaches any other material provision of this Agreement.

4. SERVICE FEES

4.1 Fees. The Tribe shall pay Interim Prosecutor an hourly fee of \$65, paid in monthly installments, upon submission of an invoice detailing time expended on covered

Initials

contract activities. The Interim Prosecutor shall not exceed 20 hours per week unless approved by the Tribe's General Counsel.

4.2 Expenses.

- a.** Occasional travel may be required as part of this job, in which case, actual expenses and daily rate of pay will be paid in lieu of the hourly rate contained herein. Expenses shall be reimbursed at the then existing Tribal rates. The daily rate of pay shall be \$400 per day for all training-related travel.
- b.** Interim Prosecutor's costs associated with travel, training or other usual expenses shall be reimbursed pursuant to the Tribe's usual and customary expense reimbursement process. Interim Prosecutor shall submit all necessary paperwork and receipts sufficient to satisfy Tribe's accounting department, on a regular basis and shall receive reimbursement in a reasonable time after all paperwork has been submitted.
- c.** Any unexpected or unusual costs of prosecution (e.g. expert witnesses, etc.), shall require pre-approval by the General Counsel before any payment will be made by the Tribe.

4.3 Liability Protection. The Tribe's status as a Federally Recognized Indian Tribe may provide Interim Prosecutor with protection against certain claims. However, during the Term of this Agreement, Interim Prosecutor is encouraged to maintain professional liability insurance coverage for the professional services performed under this Agreement. The Tribe expressly disclaims any responsibility to obtain or maintain professional liability insurance on behalf of Interim Prosecutor.

4.4 Unauthorized Services. Any services provided that are not in conformity with this Agreement are "Unauthorized Services" that are not chargeable to the Tribe.

5. CONFIDENTIALITY

5.1 Confidentiality.

- a.** Any information of a confidential nature obtained by Interim Prosecutor from the Tribe shall be used solely for the purposes of providing the specific services to be provided under this Agreement. Generally, confidential information is any information that has not been made public by the Tribe and is not generally known within the occupational field of Interim Prosecutor and includes, but is not limited to, written information, information that is disclosed verbally and any

Initials

other information which may be made available to Interim Prosecutor as a party to this Agreement and pursuant to its purposes. Interim Prosecutor shall at all times during and after the term of this Agreement maintain the confidentiality of any such information and shall not disclose such information to third parties without the express written consent of the Tribe; unless such disclosure is in furtherance of the official duties of the Interim Prosecutor. Interim Prosecutor shall not duplicate any confidential information in a tangible form and shall return such information to the Tribe along with any notes or compilations immediately after the need for such information has expired, but not later than the conclusion of the term of this Agreement.

- b. Interim Prosecutor shall maintain the confidentiality of all records in accordance with applicable law and shall not disclose, either directly or indirectly, any records, documents, information or other matters or practices of the Tribe to which Interim Prosecutor shall have access, except as is required by law. In furtherance of the above, Interim Prosecutor shall comply with all policies and procedures of the Tribe. Interim Prosecutor shall not disclose any of the terms of this Agreement except as may be required by law, or as may be necessary and appropriate for Interim Prosecutor to carry out personal and financial matters (e.g., consulting with financial planners, insurance representatives, tax professionals, and/or banking representatives; and/or discussing financial matters with Interim Prosecutor's family; etc.).
- c. Unless the Tribe specifically authorizes the release of such information, the Interim Prosecutor shall keep confidential: 1) All information he/she receives from the Tribe, its agents, employees, and consultants; and 2) All matters on which he/she works on behalf of the Tribe. All documents produced by the Interim Prosecutor on behalf of the Tribe, and all concepts and ideas produced or developed by the Interim Prosecutor for the benefit of the Tribe shall be deemed the work product of the Tribe and shall be the property of the Tribe.

5.2 Files. All files will remain the property of the Tribe. The Tribe and the Legal Department have the right to inspect and copy any and all files at any time, without advance notice to the Interim Prosecutor.

5.3 Ownership of Work-Product. All tangible work-product produced by Interim Prosecutor in the performance of the Agreement shall be the exclusive and unrestricted property of the Tribe. Interim Prosecutor relinquishes all common law, statutory and other reserved rights, including the copyright, to the work-product and grants to the Tribe an irrevocable license of unlimited duration for the possession and use of the work-product.

6. MISCELLANEOUS

6.1 Applicable Law and Jurisdiction. This Agreement shall be interpreted, construed, and governed in accordance with the laws of the Sault Ste. Marie Tribe of Chippewa Indians. If a proceeding or claim relating or pertaining to this Agreement, or any other aspect of Interim

Initials

Prosecutor's services for the Tribe, is initiated by either party hereto, such proceeding or claim shall be subject to the exclusive jurisdiction of the Sault Ste. Marie Chippewa Tribal Court. Interim Prosecutor consents to the personal jurisdiction of the Tribal Court. Interim Prosecutor further consents to enforcement of any judgment of the Tribal Court in any state court of applicable jurisdiction. Nothing in this Agreement shall constitute a waiver of sovereign immunity by the Tribe or any of its affiliates, or prevent the Tribe or any of its affiliates from asserting sovereign immunity as a complete defense to any cause of action Interim Prosecutor may allege in any federal, state or Tribal court or any other venue before which an action may be pending.

6.2 Independent Contractor. In the performance of the services hereunder, it is mutually understood and agreed that Interim Prosecutor is acting and performing as independent contractor.

6.3 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings. If there is any conflict or inconsistency between the terms of this Agreement and any exhibits or attachments, this Agreement shall take precedence unless the matters set forth in the exhibit or attachment expressly and explicitly provide otherwise.

6.4 Modification. The terms and conditions of this Agreement shall not be varied or modified in any manner, except in a subsequent writing executed by both Parties.

6.5 Assignment and Delegation. Interim Prosecutor shall not assign or delegate the rights, powers, duties or obligations under this Agreement, and such assignment shall be void without the prior written consent of the Tribe. Interim Prosecutor shall not sub-contract any part or all of the services to be rendered under this Agreement without the prior written consent of the Tribe after providing the Tribe with a copy of the proposed sub-contract.

6.6 Partial Invalidity. The invalidity of any provision of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall not be effected but shall be enforceable to the fullest extent permitted by law.

6.7 Non-Waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any of the provisions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

6.8 Titles and Headings. The titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of this Agreement.

6.9 No Third Party Beneficiary. This Agreement shall be enforceable only by the Parties and their successors in interest and permitted assignees. No other person shall have the right to

Initials

enforce any of the provisions of this Agreement nor is this Agreement intended to create any third-party beneficiary rights.

6.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

6.11 Continuation. The Parties duties and obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

6.12 Time in Which to Sue. Interim Prosecutor agrees that it may not assert any lawsuit or claim against the Tribe, or any of its current or former employees, officers, directors, or agents, beyond the sooner of the applicable statute of limitations or 180 days after the occurrence of any act allegedly giving rise to such lawsuit or claim and that Interim Prosecutor waives any statute of limitations to the contrary.

6.13 Voluntary Agreement. Interim Prosecutor acknowledges that he has read and understood this Agreement prior to signing. Interim Prosecutor agrees that he is signing this Agreement intelligently and voluntarily, without Tribe's threat, coercion, undue influence, or duress being imposed upon him. Interim Prosecutor was given opportunity to negotiate the terms of this Agreement. Hence, the Agreement shall not be construed against any party by virtue of which party initially drafted the Agreement, revised the Agreement, or prepared the final version of the Agreement.

6.14 Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed provided when: (a) delivered personally to the below listed address; or (b) transmitted by facsimile to the below listed number followed by a hard copy sent by registered or certified mail, postage prepaid, return receipt requested to the below address; or (c) sent by registered or certified mail, postage prepaid, return receipt requested to the below address:

If to the Tribe: **Sault Ste. Marie Tribe of Chippewa Indians**
Attn: Tribal Chairperson
523 Ashmun
Sault Ste. Marie, MI 49783
Fax: (906) 632-6289

With copy to: **Sault Ste. Marie Tribe of Chippewa Indians**
Attn: Legal Department
523 Ashmun
Sault Ste. Marie, MI 49783
Fax: (906) 632-6587

If to the
Interim Prosecutor: Catherine M. Castagne

Initials

**15050 Harmony Lane
Cheboygan MI 49721
Fax: (231) 627-7966**

The above addresses and numbers may be changed by providing notice under this subsection.

6.15 Indemnification. To the fullest extent permitted by law, Interim Prosecutor shall indemnify and hold harmless the Tribe and the Tribe's officials, employees and representatives against all claims, expenses, losses and damages, including but not limited to attorneys fees and litigation costs, arising out of or resulting from Interim Prosecutor's performance of services and attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent caused by any negligent or wrongful conduct of Interim Prosecutor or Interim Prosecutor's owners, managers, employees, agents, contactors, subcontractors and representatives and regardless of whether or not caused in part by the negligent or wrongful conduct of the Tribe.

The Tribe shall indemnify and hold harmless Interim Prosecutor and Interim Prosecutor's owners, directors, managers, employees and representatives against all claims, expenses, losses and damages, including but not limited to attorneys fees and litigation costs, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent caused by any negligent or wrongful conduct of the Tribe or the Tribe's officials, employees, agents and representatives and regardless of whether or not caused in part by the negligent or wrongful conduct of Interim Prosecutor.

The Parties have made this Agreement operative on the _____ day of _____, 2012.

Aaron Payment
Tribal Chairperson
Sault Ste. Marie Tribe of Chippewa Indians

John Wernet
General Counsel
Sault Ste. Marie Tribe of Chippewa Indians

Catherine M. Castagne
Interim Prosecutor
Sault Ste. Marie Tribe of Chippewa Indians

Initials



RESOLUTION NO: 2012-235


**APPROVING 2012
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the Plan Document and Summary Plan Description as set forth by the Sault Tribe Insurance Department, for the administration of the Tribe's Employee Health Plan during Calendar year 2012; and

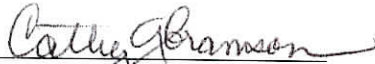
BE IT FURTHER RESOLVED, that this Board of Directors approves the distribution and communication plans as set forth by the Insurance Department.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 29 day of October 2012; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

**Government
Services**

**Membership
Services**

**Economic
Development
Commission**