

**Request for Proposals (RFP) for Prosecutor  
for the Snoqualmie Indian Tribe**



RFP Coordinator:

Chloe Thompson Villagomez  
Tribal Attorney  
Snoqualmie Indian Tribe

## **Introduction**

The Snoqualmie Indian Tribe (“Tribe”)—sduk<sup>w</sup>albix<sup>w</sup> in our Native language—consists of a group of Coast Salish Native American peoples from the Puget Sound region of Washington State.

We have been in the Puget Sound region and the Snoqualmie Valley since time immemorial. sq<sup>w</sup>ed (Snoqualmie Falls) is the birthplace of the sduk<sup>w</sup>albix<sup>w</sup>. We had more than 90 long houses along the Snoqualmie River and its tributaries. These rivers and streams were the highways used to travel from village to village and connected all the ʔaciltalbi<sup>w</sup> (Natives). The fish, game, trees and roots provided us with everything we need to live. All of this was given to us by duk<sup>w</sup>ibel (Transformer) in the ancient times when all of the animals could talk and before things were what they are now.

We are the sduk<sup>w</sup>albix<sup>w</sup>, People of Moon. We are the descendants of sluk<sup>w</sup>alb tə duk<sup>w</sup>ibel. We have lived, hunted and fished this area for as long as the earth and rivers remember. We are still here today; caring for the land, water, fish and game that duk<sup>w</sup>ibel gave us.

sq<sup>w</sup>ed is our birthplace. The mists carry our thoughts and prayers to the spirits and ancestors as they cleanse our thoughts. The rushing waters give us the strength to keep our traditions alive and to continue to thrive in the modern times.

Long before the early explorers came to the Pacific Northwest, our people hunted deer and elk, fished for salmon, and gathered berries and wild plants for food and medicine. Today, many of our members live in the communities of Snoqualmie, North Bend, Fall City, Carnation, Issaquah, Mercer Island and Monroe. Our Tribe was a signatory of the Point Elliott Treaty with the Washington territory in 1855. At that time, our people were one of the largest tribes in the Puget Sound region totaling around 4,000. We lost federal recognition in 1953, but after much battle, we regained federal recognition in October of 1999 by the Bureau of Indian Affairs. Today, the Tribe is made up of approximately 650 members. The Tribe is governed by an elected Council and our Tribal Constitution.

The Tribe owns the Snoqualmie Casino, which opened in November 2008, and since its inception has experienced considerable success. The Tribe also owns Crescent Market at Snoqualmie, which opened in 2017 (its predecessor, the Snoqualmie Tobacco Company & Liquor Store operated on the same site from 2011-2017). Both businesses are an important source of revenue and employment for the Tribe.

## **Scope of Services**

The Tribe requests proposals from individual attorneys and law firms interested in serving as the Tribe’s Prosecutor on a part-time, contractual basis, for a three-year term beginning no later than January 1, 2019 (possibly earlier upon the mutual agreement of the parties). The Prosecutor will handle criminal cases, Indian Child Welfare cases, and certain other civil matters in the Snoqualmie Tribal Court (“Court”). The Tribe anticipates that the workload will require, on average, approximately 10-30 hours of legal services per month, although this could vary depending on the number and nature of cases being handled at any given time.

The Court is located in Snoqualmie, Washington. The Court was established by Article X of the Tribe’s Constitution, and operates in accordance with the Tribe’s Judiciary Act. A Court of Appeals handles appeals from the Tribal Court. Currently, the Tribe contracts with the Northwest Intertribal Judicial System (“NICS”) for judicial services for both the Tribal Court and the Court of Appeals. All judges are law trained. The Tribe directly employs a full-time Court Clerk. All attorneys appearing before the Court must be admitted to practice in the Snoqualmie Tribal Court. Court is currently held one day per month, typically on the last Friday of the month.

The Prosecutor's contract will be managed by the Tribal Attorney, but the Prosecutor will operate generally independently, with appropriate respect for the Prosecutor's prosecutorial discretion.

The successful respondent will, in accordance with the highest legal, ethical and professional standards, provide at the direction of designated Tribal officials and staff, prosecutorial services including but not limited to the following services:

- Represent the Tribe as its Prosecutor in criminal cases, Indian Child Welfare cases, and certain other civil cases (e.g., forfeiture cases), to enforce the Tribe's laws.
- Appear in court for all related court proceedings.
- Engage in or lead pre-trial investigations.
- Evaluate and research cases, decide whether to charge and/or appeal cases, and prepare and prosecute all cases the Prosecutor decides to file.
- Prepare and file appropriate pleadings and motions of good quality in Tribal Court.
- Ensure compliance with all judgments and sentences of the Tribal Court and the procedural requirements of the Tribe's laws.
- Advise the Tribal Police regarding the handling of criminal cases (including on nights/weekends/holidays as necessary).
- Advise the Tribe's Indian Child Welfare department regarding the handling of Indian Child Welfare cases (including on nights/weekends/holidays as necessary).
- Recommend to the Tribal Attorney appropriate revisions and amendments to the Tribe's laws and policies relevant to the types of cases the Prosecutor handles.
- Meet with the Tribal Attorney and Tribal Council when requested.
- Prepare reports as assigned, including periodic summaries of accomplishments, ongoing challenges, and recommendations, as well as prospective plans and budgets.
- Comply with all applicable laws, policies, rules, procedures, and professional and ethical standards.

This list of services is intended as a general guide, and is not intended to be a complete list of all work necessary to provide the requested services. The successful proposer will have a demonstrated knowledge and expertise to serve the unique needs of the Tribe.

To be eligible to respond to this RFP, the respondent(s) must demonstrate that s/he, or the principals assigned to the services, have previously successfully performed services comparable to those listed in the Scope of Services section of this RFP.

### **Qualifications and Experience**

The ideal respondent will have the following qualifications and experience:

- Be a licensed attorney in good standing with a state bar association, and able to be admitted to practice in the Tribal Court on the first date the Tribal Court is in session following execution of an agreement for professional services.
- Possess and consistently demonstrate excellent legal research, writing, and oral communication skills.
- Have prior experience in handling Indian Child Welfare cases and/or criminal cases.
- Be a person of good moral character, with no prior felony convictions in any jurisdiction.
- Have experience working with tribal governments and/or tribal members, and knowledge of federal Indian law.
- Be familiar with Tribal laws, Tribal Court procedures, and rules of evidence.

- Have the ability to work efficiently, effectively, and in a professional manner, with Tribal Court judges and staff, the Tribe's Legal Department, the Tribal Police, the Tribe's Indian Child Welfare department, and the Tribal Council.
- Have the ability to establish and maintain professional relationships with individuals of varying socio-economic and cultural backgrounds, and with co-workers at all levels and counterparts in other jurisdictions.
- Exercise good, independent judgment and common sense, and effectively carry out legal actions.
- Possess and consistently demonstrate awareness of, and sensitivity to, the Tribe's culture, values, and interests, and take actions that are in the Tribe's best interests at all times.
- Have and maintain professional liability insurance in an amount acceptable to the Tribe.

Enrolled members of the Snoqualmie Indian Tribe and other federally recognized Indian tribes, and local attorneys, are especially encouraged to submit proposals.

## **Fees**

All proposals must clearly set forth a comprehensive fee structure. Respondents may propose a flat rate, an hourly rate, or a combination of the two. For example, it may be desirable to have a flat rate for basic prosecutorial services, plus an hourly rate for special projects. Please keep in mind that the proposed fees would apply for the contemplated three-year term of the contract. Any other expenses that a respondent intends to charge to the Tribe must be clearly set forth as well.

## **Conflicts**

Each respondent must provide a conflict of interest statement in its proposal, stating whether the respondent's current or past representation of any client would conflict with the respondent's ability to serve as the Prosecutor, and what procedures the respondent would utilize to identify and resolve conflicts of interest. In the event the respondent becomes aware of any conflicts or potential conflicts between the interests of the Tribe and the interests of a client of the respondent during the pendency of the RFP process, the respondent must immediately notify the Tribal Attorney in writing of such conflict.

## **Proposals**

Proposals must include the following:

- Identify each attorney (and staff person, if applicable) who would be involved in providing the prosecutorial services, and each person's proposed role in providing the services.
- Summarize each such person's experience relevant to the prosecutorial services, including the number of years each person has been working in the field.
- Provide the current résumé(s) of each attorney who would provide the prosecutorial services.
- Describe the proposed method of service provision, prosecutorial philosophy and approach, and what makes the respondent unique with respect to providing the prosecutorial services.
- Set forth the respondent's proposed fee structure. State whether the respondent would charge for travel time, and describe in detail any other expenses that the respondent would charge to the Tribe.
- State whether the respondent's current or past representation of any client would conflict with the respondent's ability to serve as the Prosecutor, and what procedures the respondent would utilize to identify and resolve conflicts of interest.
- Provide a writing sample relevant to the handling of an Indian Child Welfare case or criminal prosecution.
- Provide proof of licensure to practice in one or more states.
- Provide proof of professional liability insurance.

- Identify three professional references who can attest to the respondent's experience and capabilities as they relate to the services requested. The references must include contact name, address, email, and telephone number.
- If a respondent is an enrolled member of the Snoqualmie Indian Tribe or other federally recognized Indian tribe, state that in the response, and include proof of enrollment.

Proposals should be simple and straightforward and provide a concise description of the respondent's ability to meet the requirements of the RFP. Any additional information that the respondent would like to submit should be included in a separate section titled "Supplemental Information".

## **Other Information**

1. Signed Proposals – all proposals must be signed by a person authorized to sign on behalf of the respondent and to bind the respondent to statements made in response to this RFP.
2. Irrevocability of Proposals – by submission of a clear and detailed written notice to the Tribal Attorney, a respondent may amend or withdraw its proposal at any point up to the closing date and time for the submission of proposals. A respondent who has withdrawn a proposal may submit a new proposal before the closing date and time, provided that such proposal is done in accordance with the terms and conditions of this RFP. At and after the closing date and time for the submission of proposals, the respondent's proposal may no longer be amended (excepting only at the Tribal Attorney's request for purposes of clarification) or withdrawn.
3. Acceptance of Terms – unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Respondent and incorporated in its proposal.
4. Respondent's Expenses – respondents are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the Tribe, if any. The Tribe will not be liable to any respondent for any claims, whether for costs or damages incurred by the respondent in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.
5. Currency and taxes – prices quoted are to be in U.S. dollars
6. Acceptance of Proposals – this RFP should not be construed as an agreement by the Tribe to procure goods or services. The Tribe is not bound to enter into a contract with the respondent who submits the lowest priced proposal or with any respondent. Proposals will be assessed in light of the evaluation criteria. The Tribe will be under no obligation to receive further information, whether written or oral, from any respondent.
7. Form of contract – by submission of a proposal, the respondent agrees that, should it be the successful respondent, it is willing to enter into the attached Prosecutorial Services Agreement with the Tribe. If the respondent intends to request any revisions to the attached Prosecutorial Services Agreement, it must indicate all revisions it will request in its response. Otherwise, the Tribe will expect the appointed respondent to execute the Prosecutorial Services Agreement in the form attached.
8. Independent Contractor—the selected respondent will serve as an independent contractor to the Tribe, and not an employee of the Tribe.
9. Liability for Errors – while the Tribe has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
10. Modification of Terms – the Tribe reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with a selected respondent.
11. Ownership of Proposals – all documents and materials submitted, including proposals submitted by respondents in response to this RFP, become the property of the Tribe. They will be received and held in confidence to the extent allowable by law.

12. Use of Request for Proposal – this RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.
13. Confidentiality of Information – information pertaining to the Tribe obtained by the Respondent as a result of participation in this RFP process is confidential and must not be disclosed without written authorization from the Tribe.

### **Submission of Proposals**

Please submit an electronic version of the respondent's proposal (a single PDF file is strongly preferred) no later than 5:00 p.m. Pacific Standard Time on August 3, 2018, to:

Chloe Thompson Villagomez  
Tribal Attorney  
Snoqualmie Indian Tribe

Email: [chloe.thompson@snoqualmietribe.us](mailto:chloe.thompson@snoqualmietribe.us)

Late responses will not be accepted or considered.

Chloe Thompson Villagomez will serve as the sole contact for the review process for the respondent's proposal. Any and all questions and communications regarding this RFP should be addressed to Chloe Thompson Villagomez through email at the above address. Any attempt to communicate with other Tribal officials or employees about this RFP may result in the disqualification of a respondent's proposal.

### **Selection Process**

The selection process will be based on the respondent's qualifications in the areas specified herein, as well as verifiable references for past similar, successful projects.

The Tribal Attorney will evaluate all proposals and interview one or more of the best-qualified respondents. The Tribal Attorney will then select and recommend a respondent to Tribal Council for appointment. If the Tribal Council approves, it will formally appoint the selected respondent.

The appointed respondent will be required to enter into the attached Prosecutorial Services Agreement with the Tribe. If a respondent intends to request any revisions to the attached Prosecutorial Services Agreement, the respondent must indicate all revisions it will request in its response. Otherwise, the Tribe will expect the appointed respondent to execute the Prosecutorial Services Agreement in the form attached.

At the conclusion of the RFP process, all respondents will be notified of the outcome.

**PROSECUTORIAL SERVICES AGREEMENT**  
Agreement No. SNOTRB2018

This Prosecutorial Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the SNOQUALMIE INDIAN TRIBE (“Tribe”), a federally recognized Indian tribe, and \_\_\_\_\_ (“Prosecutor”). The parties agree as follows:

1. **Prosecutorial Services.** The Prosecutor will act as the Tribe’s prosecutor, and fulfill prosecutorial duties for the Tribe, including without limitation providing the following services (“Services”) in accordance with the highest legal, ethical, and professional standards:
  - Represent the Tribe as its Prosecutor in criminal cases, Indian Child Welfare cases, and certain other civil cases (e.g., forfeiture cases), to enforce the Tribe’s laws.
  - Appear in court for all related court proceedings.
  - Engage in or lead pre-trial investigations.
  - Evaluate and research cases, decide whether to charge and/or appeal cases, and prepare and prosecute all cases the Prosecutor decides to file.
  - Prepare and file appropriate pleadings and motions of good quality in Tribal Court.
  - Ensure compliance with all judgments and sentences of the Tribal Court and the procedural requirements of the Tribe’s laws.
  - Advise the Tribal Police regarding the handling of criminal cases (including on nights/weekends/holidays as necessary).
  - Advise the Tribe’s Indian Child Welfare department regarding the handling of Indian Child Welfare cases (including on nights/weekends/holidays as necessary).
  - Recommend to the Tribal Attorney appropriate revisions and amendments to the Tribe’s laws and policies relevant to the types of cases the Prosecutor handles.
  - Meet with the Tribal Attorney and Tribal Council when requested.
  - Prepare reports as assigned, including periodic summaries of accomplishments, ongoing challenges, and recommendations, as well as prospective plans and budgets.
  - Comply with all applicable laws, policies, rules, procedures, and professional and ethical standards.
2. **Hours.** The Prosecutor is approved to spend up to 30 hours per month performing the Services. Any hours in excess of 30 per month requires the prior approval of the Tribal Attorney.
3. **Compensation.** In exchange for the Services provided by the Prosecutor in accordance with this Agreement and accepted by the Tribe, the Tribe will pay the Prosecutor [*insert proposed fee structure from Prosecutor’s proposal, if acceptable, or other negotiated fee structure*].
4. **Expenses.** [*Insert any additional, agreed upon expenses; if none, strike this section.*] All reimbursable expenses must be separately itemized on Prosecutor’s invoices and accompanied by receipts; the Tribe will not be required to pay any costs or overhead applicable to the general operation of Prosecutor’s business; and Prosecutor may not mark up reimbursable expenses.
5. **Payment.** Payment of compensation and reimbursement of expenses will be made only upon the submission of proper invoices and approval of the Tribal Attorney. Statements of services (showing the tasks performed and the amount of time spent on each task) and expenses will be itemized and verified by Prosecutor and will be submitted to the Tribal Attorney for approval by the 10th day of each month for services provided in the preceding month. Notwithstanding anything to the contrary, this Agreement will not exceed \$ \_\_\_\_\_ without the express prior written approval of the Tribal Council.

6. Term. The term of this Agreement will begin on \_\_\_\_\_, 20\_\_, and expire three years thereafter, on \_\_\_\_\_, 20\_\_, unless earlier terminated pursuant to its terms.
7. Termination. Termination of this Agreement by the Tribe will require a duly authorized Resolution of the Snoqualmie Tribal Council. Subject to the foregoing provision, this Agreement may be terminated by the Tribe at any time by giving written notice to Prosecutor. This Agreement may be terminated by Prosecutor at any time by giving 30 days' prior written notice to the Tribe. In the event of termination, the Tribe will pay the Prosecutor for all acceptable Services performed before termination.
8. Ownership, Retention, and Return of Records. All information, records, files, and court documents produced under this Agreement will belong solely to the Tribe, provided that the Prosecutor may retain copies for future use of the Prosecutor's work product and legal research, such as copies or legal briefs and results of legal research. The Prosecutor will retain case files for at least three years following final disposition of the case (including the final resolution of any appeals). The Prosecutor may elect to turn such files over to the Tribal Attorney in lieu of retaining the files. Upon the expiration or termination of this Agreement, the Prosecutor will promptly turn all case files and other information, records, files, and court documents belonging to the Tribe, over to the Tribal Attorney or to such successor to the Prosecutor as the Tribal Attorney may instruct.
9. Prosecutor Independence. The Prosecutor will act independently in determining whether to charge and appeal cases, how to present cases for trial and appeal, and what sentencing recommendations to make. In exercising this independence, the Prosecutor should take into account, to the extent appropriate under applicable ethical and professional standards, factors such as the impact of prosecution or non-prosecution on the public welfare, the views and interests of the victim(s), potential collateral impacts on third parties (including witnesses or victims), and the fair and efficient distribution of limited prosecutorial resources. The Tribal Council and/or Tribal Attorney may, from time to time, advise the Prosecutor that a particular case is of heightened sensitivity. In that event, the Prosecutor will, if possible, seek the input of Tribal Council and/or the Tribal Attorney before presenting the case to the Tribal Court for disposition. The Prosecutor must maintain a close, but independent, working relationship with Tribal Court personnel, the Tribal Attorney, the Tribal Police, the Tribe's Indian Child Welfare department, and defense counsel. Nothing in this Agreement is intended, or may be deemed, to limit the discretion vested in the Prosecutor or the immunity for such as may be allowed by law.
10. Licensed Attorney in Good Standing. Prosecutor stipulates that s/he is a fully licensed member in good standing of the Washington State Bar Association and no disciplinary proceedings have been instituted against him/her by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved and that s/he has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories. Prosecutor must promptly inform the Tribe of any suspension or disciplinary proceedings instituted against him/her during the term of this Agreement.
11. Indemnification. The Prosecutor will defend, indemnify, and hold harmless the Tribe and its officers, officials, and employees, from and against any and all claims, injuries, damages, losses, and suits (including reasonable and actual attorney fees), arising out of or resulting from the Prosecutor's negligence or breach of any of its obligations in the performance of this Agreement.
12. Insurance. Throughout the term of this Agreement and thereafter, Prosecutor will have and maintain professional liability insurance adequate to cover all claims which may arise as a result of the Prosecutor's acts or omissions in the performance of this Agreement. The Prosecutor will also have and maintain such other insurance as may be required to operate the Prosecutor's business and fulfill the Prosecutor's performance of this Agreement, including without limitation, automobile insurance, workers' compensation insurance, and commercial general liability insurance. The Prosecutor will provide the Tribe with proof of insurance periodically upon the Tribe's request, and will provide the

Tribe with notice of cancellation of its professional liability insurance within two days after receiving notice of such cancellation.

13. Compliance with Laws. The Prosecutor will comply with all applicable Tribal, federal, State, and local laws, regulations, policies, and professional and ethical standards. Without limiting the generality of the foregoing, the Prosecutor agrees to comply with all applicable security requirements to protect the security of the Tribe's premises and personnel. This includes undergoing security screenings upon each and every entry to the Tribal Court.
14. Conflicts of Interest. The Prosecutor represents and warrants that, as of the date of this Agreement, neither the Prosecutor nor any client or employee of the Prosecutor, has any interest that would conflict in any manner or degree with the Prosecutor's performance of the obligations under this Agreement. The Prosecutor agrees not to perform professional services for other clients where a conflict of interest or ethical violation, as defined in the Rules of Professional Conduct, for attorneys exists or may exist. In the event that the Prosecutor becomes aware of any conflicts or potential conflicts between the interests of the Tribe and the interests of a current or former client of the Prosecutor, the Prosecutor will immediately notify the Tribal Attorney in writing of such conflict.
15. Non-Exclusivity. While it is the intent of the parties that the Prosecutor serve as the Tribe's primary prosecutor, the Tribe may contract with other attorneys to provide additional prosecutorial services as it deems necessary or desirable, for example, in the event of conflicts or overly burdensome workload on the Prosecutor.
16. Independent Contractor. Prosecutor will furnish all services under this Agreement as an independent contractor, and not an employee of the Tribe. None of the employee benefits provided by the Tribe to the Tribe's employees is available to Prosecutor, and Prosecutor is solely responsible for his/her acts during the performance of this Agreement and for paying all applicable taxes, fees, and expenses in connection with his/her performance of this Agreement.
17. Notices. All notices required or permitted under this Agreement must be given in writing and personally served or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the address set forth in this section, or to such other address as a party may designate in accordance with the notice provisions of this paragraph. If a notice or demand is served by registered or certified mail in the manner provided, service will be conclusively deemed given three (3) days after mailing or upon receipt, whichever is sooner.
  - a. Any notice or demand to Prosecutor must be addressed to or personally served upon:  
\_\_\_\_\_.
  - b. Any notice or demand to the Tribe must be addressed to or personally served upon: Snoqualmie Indian Tribe, Attn: Legal Department, P.O. Box 969, Snoqualmie, WA 98065.
18. Governing Law. This Agreement is made on the Snoqualmie Indian Reservation, and its validity, construction, interpretation, and legal effect will be governed by the laws of the Snoqualmie Indian Tribe. Prosecutor acknowledges that she has voluntarily entered into a consensual relationship with the Tribe and, by doing so, knowingly and voluntarily consents to the personal jurisdiction of the Snoqualmie Indian Tribe. Prosecutor agrees: (i) any action, suit or proceeding arising from or based upon this Agreement will be commenced in, and determined exclusively by, the Snoqualmie Tribal Courts; and (ii) to submit to and be bound by the jurisdiction of the Snoqualmie Tribal Courts. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a waiver of the Tribe's sovereign immunity, which it hereby expressly retains.
19. No Assignment. Prosecutor may not assign, delegate, or otherwise transfer, this Agreement or any rights, obligations, warranties, or undertakings hereunder, in whole or in part, without the prior written consent of the Tribe. This Agreement will not inure to the benefit of any trustee in bankruptcy, receiver or other successor of Prosecutor, whether by operation of law or otherwise, without the prior

written consent of the Tribe. Any attempt to so assign, delegate or transfer this Agreement or any rights, obligations, warranties, or undertakings hereunder without such consent will be null and void and of no force and effect.

- 20. No Third-Party Beneficiaries. There are and will be no third-party beneficiaries of this Agreement.
- 21. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect.
- 22. No Waiver. The failure of either party to exercise any of the rights granted to it under this Agreement will not be deemed or construed as a waiver of that right, nor will it affect the party's right to enforce such right or any other right.
- 23. Interpretation. The parties agree that this Agreement will be construed without regard to the identity of the party who drafted the various provisions of the Agreement. Any rule or construction to the effect that an agreement should be construed against the drafter will not apply.
- 24. Headings. The headings, titles, and captions in this Agreement are for convenience and reference only. They have no legal effect and in no way define, limit, govern, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement.
- 25. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Tribe and the Prosecutor, and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- 26. Amendment. This Agreement may be amended, modified, or added to only in a writing signed by a duly authorized representative of each party.
- 27. Counterparts. This agreement may be executed in several counterparts, each of which, when executed, will be deemed an original, and all of which together will constitute one and the same instrument and be binding and enforceable as if both parties had executed the same copy hereof. Signatures transmitted by facsimile or email attachment will be deemed as valid as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**SNOQUALMIE INDIAN TRIBE**

**PROSECUTOR**

By (Signature): \_\_\_\_\_

By (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_