

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

WHEREAS, the Tribal Council of the White Mountain Apache Tribe has previously entered into a contract to employ Anthony Cohen as Associate Counsel, to assist the Tribal Attorney, Robert C. Brauchli, in litigating complicated and specialized matters, pursuant to paragraph 3 of the General Counsel Contract between the Tribe and Robert C. Brauchli, and

WHEREAS, the Associate Counsel Contract between the Tribe and Anthony Cohen will terminate on April 10, 1984; and

WHEREAS, the Tribal Attorney recommends to the Tribal Council that Anthony Cohen desires to enter into a new three year contract with the White Mountain Apache Tribe to perform the services of Associate Counsel and to perform legal research under the direction of the Tribal Attorney and pursuant to the conditions and mutual promises set forth in a proposed agreement between Anthony Cohen and the White Mountain Apache Tribe, which is attached to this resolution and incorporated by reference herein; and

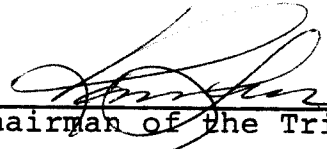
WHEREAS, the Tribal Attorney advises the Tribal Council that he has pre-budgeted an amount necessary to reimburse Associate Counsel for the 1984-85 fiscal year.

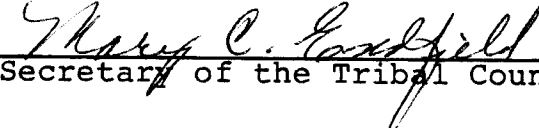
BE IT RESOLVED by the Tribal Council that it hereby approves the agreement for Associate Counsel legal services to be performed by Anthony Cohen, under the supervision and control of Tribal Attorney Robert C. Brauchli, pursuant to the mutual covenants, promises and conditions set forth in the attached proposed agreement.

BE IT FURTHER RESOLVED that the Tribal Chairman is authorized and directed to execute said Associate Counsel Contract for and on behalf of the White Mountain Apache Tribe.

BE IT FURTHER RESOLVED that said Associate Counsel Contract will be effective May 1, 1984 and will terminate April 30, 1987.

The foregoing resolution was on April 18, _____, 1984 duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (d) of the Amended Constitution any Bylaws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Tribe, ratified by the Tribe June 27, 1985 and approved by the Secretary of the Interior on May 29, 1958 pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

RECEIVED
APR 27 1984
WHITE MOUNTAIN APACHE INDIAN
RESERVE
WINTERSVILLE, ARIZ.

RESOLUTION 84- 121

ANTHONY COHEN

ASSOCIATE COUNSEL CONTRACT

Symbol No. _____

Contract No. _____

THIS AGREEMENT made and entered into as of this _____ day of _____, 1984, at Whiteriver, Arizona by and between RONNIE LUPE, Chairman of the White Mountain Apache Tribal Council, acting for and on behalf of the WHITE MOUNTAIN APACHE TRIBE OF Whiteriver, Arizona and ANTHONY R. COHEN, Attorney at Law, residing at 821 Humbolt Street, Santa Rosa, California 95404.

WITNESSETH:

WHEREAS, the WHITE MOUNTAIN APACHE TRIBE, hereinafter referred to as the TRIBE, under the authority vested therein, adopted a Resolution on the _____ day of _____, 1984, which Resolution is hereunto attached and made a part hereof, thereby authorizing the TRIBE to employ ANTHONY R. COHEN as Attorney in the matters herein described; and

WHEREAS, the ATTORNEY wishes to serve as Associate Counsel for the Tribe, for the purpose of assisting General Counsel for the Tribe, Robert C. Brauchli, in certain complex litigation which requires additional research and assistance in the preparation, litigation and if necessary, the appeal of certain cases involving the Tribe.

WHEREAS, the Attorney Contract between Robert C. Brauchli, as General Legal Counsel for the TRIBE, and the WHITE MOUNTAIN APACHE TRIBE provides in Paragraph 3 of said contract that the General Counsel for the TRIBE may employ, on a temporary basis, counsel or co-counsel to assist the Tribal Attorney in litigating complicated or specialized matters, subject to the approval of the TRIBE; and

WHEREAS, said approval is set forth in the Resolution herein attached and incorporated by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. It shall be the duty of ANTHONY R. COHEN, hereinafter referred to as ASSOCIATE COUNSEL, to act as ASSOCIATE COUNSEL under the supervision and control of ROBERT C. BRAUCHLI, General Counsel for the TRIBE in such litigation deemed necessary by General Counsel.

2. The term of the association of ASSOCIATE COUNSEL shall commence forthwith, upon the execution of this AGREEMENT, and shall continue for a period of three (3) years.

3. In consideration of legal services rendered for research, evidence preparation, preparation of briefs and memorandum, court appearances and discovery appearances, and appellate research, preparation, and argument, if necessary, the ASSOCIATE COUNSEL shall be compensated from pre-budgeted

funds as follows: From May 1, 1984 through April 30, 1985 the sum of Thirty Dollars (\$30.00) per hour, but shall not exceed the sum of Forty Five Thousand Dollars (\$45,000.00) during said fiscal year; from May 1, 1985 through April 30, 1986, the sum of Thirty One Dollars and sixty six cents (\$31.66) per hour but shall not exceed Forty Seven Thousand Five Hundred Dollars (\$47,500.00) during said fiscal year; and from May 1, 1986 through April 30, 1987, the sum of Thirty Three Dollars and thirty three cents (\$33.33) per hour but shall not exceed Fifty Thousand Dollars (\$50,000.00) during said fiscal year. Provided, that ASSOCIATE COUNSEL shall provide his own secretarial services and his incidental office supplies and materials. It is further provided, that the TRIBE will reimburse the ASSOCIATE COUNSEL for such major out-of-pocket expenses as duplication costs; and transportation made in connection with the above litigation, upon presentation of verification of said expenses to the General Counsel for the TRIBE.

4. The TRIBE agrees to reimburse ASSOCIATE COUNSEL the sum of twenty cents (\$.20) per mile as and for auto transportation expenses plus the sum of ten dollars (\$10.00) per hour, attorney time, for all time expended in travel in connection with representation of the TRIBE in the above described litigation. The TRIBE also agrees to reimburse ASSOCIATE COUNSEL his daily actual expenses up to Fifty

dollars (\$50.00) per day while in Whiteriver and up to One Hundred dollars (\$100.00) per day while in Washington, D.C. If the TRIBE requires ASSOCIATE COUNSEL to travel out of the state by airline, it shall reimburse or advance travel expenses including airfare.

5. TRIBE further agrees to reimburse ASSOCIATE COUNSEL in full for all mailing expenses and long distance telephone calls made in connection with the litigation described above.

6. The TRIBE may terminate this contract at any time, without prior notice to the ASSOCIATE COUNSEL for neglect of duty, malfeasance, negligence, incompetence, or inefficiency, for dishonesty, disobedience of the TRIBE's laws, failure to follow reasonable instructions or orders, for unfaithfulness to the TRIBE's interest, or a conflict of interest created by the ASSOCIATE COUNSEL. The ASSOCIATE COUNSEL may be required to surrender all property and funds of the TRIBE to an authorized representative of the TRIBE upon receipt of notice of termination.

7. 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 interest of the TRIBE shall require, he may suspend the contract and the payment of all compensation due or accruing to the ASSOCIATE

COUNSEL thereunder, pending a hearing which shall be held without unreasonable delay.

8. Either party to this agreement may otherwise terminate this contract for any reason other than that enumerated in the preceding paragraphs with twenty (20) days written notice to the other party.

9. No assignment of the obligations of this Contract, in whole or in part, shall be made without the consent, previously obtained from the 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 ASSOCIATE COUNSEL in the compensation to be paid under this contract, without such consent; provided that if such 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 shall be terminated at the option of the Secretary of the Interior or 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 such termination.

10. Any expenses reimbursed pursuant to this Contract to the ASSOCIATE COUNSEL excluding attorney's fees shall not exceed \$5,000.00 per annum, unless additional amounts are

authorized by the Tribal Council 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 submission of proper vouchers to the TRIBE; reimbursement of expenses shall also be made only upon approval of the Secretary of the Interior or his duly authorized representative. Expenses shall be itemized and verified by the ASSOCIATE COUNSEL and shall be approved by the Tribe.

11. The ASSOCIATE COUNSEL shall render to the TRIBE and General Counsel for the TRIBE and the Secretary of the Interior or his authorized representative, a written report of the services rendered to the TRIBE not less frequently than annually and at such times as may be requested by the TRIBE or the Secretary of the Interior or his authorized representative.

12. 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.

13. ASSOCIATE COUNSEL stipulates that he is a fully licensed member in good standing of the Bar of the State of Arizona, and to the best of his knowledge, no disciplinary proceedings have been instituted against him by any Bar Association or any jurisdiction of the United States or its territories which are pending and/or unresolved and he has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

14. This agreement contains the sole and entire agreement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements, verbal or otherwise, between the parties.

15. This contract shall be in force for a period of three (3) years, to be renewed at the option of the TRIBE, beginning as of the first day of May, 1984 and terminating on April 30, 1987.

THE WHITE MOUNTAIN APACHE TRIBE

Ronnie Lupe, Chairman

Anthony R. Cohen, Associate
Counsel

ATTEST:

Robert C. Brauchli,
Tribal Attorney

Mary Endfield, Secretary

APPROVAL:

Area Director
Bureau of Indian Affairs