

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

WHEREAS, the General Counsel Contract between the White Mountain Apache Tribe and Tribal Attorney, Robert C. Brauchli, provides that he may associate additional counsel in litigation and other matters as the need arises with the approval of the Tribal Council and Bureau of Indian Affairs; and

WHEREAS, the Tribal Attorney requests authorization from the Tribal Council for approval of Special Counsel Contract with Sylvia A. Cates to serve as Special Counsel for the Tribe in matters that impact upon "forest resources" as defined by the National Indian Forest Resources Management Act, and in environmental, endangered species, and other matters as the Tribal Attorney deems appropriate under the circumstances; and

WHEREAS, the Tribal Attorney advises the Tribal Council that monies have been pre-budgeted for FY 96/97 to retain outside counsel to associate in specialized matters identified herein as the need arises; and

WHEREAS, the Tribal Attorney requests that authorization be granted to the Tribal Chairman to approve the final terms of said Special Attorney Contract in respect to hourly rate, mileage and per diem; and

WHEREAS, the Tribal Council concurs in the request made by the Tribal Attorney.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Attorney, Robert C. Brauchli, to negotiate a Special Counsel Contract with Sylvia A. Cates to serve as Special Counsel for the Tribe in matters that impact upon "forest resources" as defined by the National Indian Forest Resources Management Act, and in environmental, endangered species, and other matters upon request of the Tribal Attorney, Robert C. Brauchli, subject to final approval of contract terms by Tribal Chairman Ronnie Lupe.

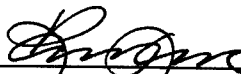
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman, the Tribal Attorney, and any other necessary tribal official to execute any and all documents required to carry out the purposes of this resolution.

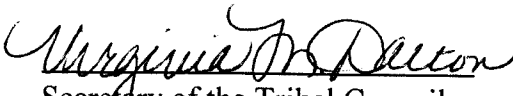
The foregoing resolution was on December 16, 1996, duly adopted by a vote of nine for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by the White Mountain Apache Tribal Constitution, including Article IV, Sections 1(a), (b), (d), (i), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe on September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

RECEIVED

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**RT APACHE INDIAN AGEN
WHITERIVER, ARIZONA**


Chairman of the Tribal Council


Secretary of the Tribal Council

SPECIAL COUNSEL CONTRACT

Symbol No. _____

Contract No. _____

THIS AGREEMENT made and entered into as of this 8th day of December, 1996, 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, Whiteriver, Arizona, and SYLVIA A. CATES, Attorney at Law, residing in Tucson, Arizona.

WITNESSETH:

WHEREAS, the WHITE MOUNTAIN APACHE TRIBE, hereinafter referred to as the TRIBE, acting through the Tribal Council of the White Mountain Apache Tribe under the authority vested therein pursuant to Article IV, Section 1(d), of the Constitution of the White Mountain Apache Tribe, adopted Resolution No. 12-96-297 on the 16th day of December, 1996, which resolution is hereunto attached and made a part hereof, thereby authorizing the TRIBE to employ SYLVIA A. CATES as Attorney in the matters herein described; and

WHEREAS, SYLVIA A. CATES wishes to serve as Special Counsel for the TRIBE, in matters that impact upon forest resources as defined by the National Indian Forest Resources Management Act and in environmental, endangered species, and other matters, upon request of the Tribal Attorney, Robert C. Brauchli,; and

WHEREAS, the Attorney Contract between Robert C. Brauchli, as General Legal Counsel for the TRIBE, and the WHITE MOUNTAIN APACHE TRIBE provides that he as General Counsel may retain or employ attorneys to assist in litigation or other 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 SYLVIA A. CATES, hereinafter referred to as SPECIAL COUNSEL, to act as Special Counsel in matters that impact upon forest resources as defined in the National Indian Forest Resources Management Act and in environmental, endangered species, and other specialized matters, upon the request and pursuant to the supervision and control of ROBERT C. BRAUCHLI, General Counsel, for the TRIBE.
2. The term of the association of SPECIAL COUNSEL shall commence upon the execution of this Agreement, and shall continue for a term of three (3) years.
3. In consideration of the services to be rendered, SPECIAL COUNSEL shall receive compensation in the amount of One Hundred Ten Dollars (\$110.00) per billable hour, payable upon request. Billable time shall specifically include, but not be limited expressly to, time spent for legal research, preparation of memoranda, factual investigations, negotiations, preparation of grant and other funding proposals, and appearances before judicial, administrative or other tribunals and entities as necessary for the performance of SPECIAL COUNSEL's duties under this Contract; and in addition, SPECIAL COUNSEL shall receive as legal fees, compensation for actual travel time required to fulfill the terms of this Contract in the amount of Fifty Dollars (\$50.00) per hour. All sums billable and billed hereunder for legal fees and expenses shall not exceed in payment the amount budgeted by the Tribal Council for said services during the term of the Special Counsel Contract without the prior written approval of the Tribal Council and the Secretary of the Interior or his authorized representative.
4. SPECIAL COUNSEL shall additionally be paid for all necessary and reasonable out-of-pocket expenses incurred in fulfilling the terms of this contract, including travel expenses, long distance telephone calls, mailing expenses, fax charges, photocopy charges, and other like expenses, but not including expenses such as rent, light, heat and

stenographical or clerical services. It is mutually agreed that in the event that SPECIAL COUNSEL should use her privately owned vehicle in the performance of her duties under this Agreement, she shall be compensated for the use of her vehicle at the rate of 25¢ per mile, or the standard mileage rate provided to tribal employees for tribal business travel. Payment of compensation and reimbursement of expenses shall be made only upon submission to the TRIBE of proper vouchers and itemized statements of services rendered and expenses incurred.

5. It is further understood and agreed that SPECIAL COUNSEL shall be reimbursed at the prevailing per diem rate for tribal employees for each day, or fraction thereof, that SPECIAL COUNSEL is away from her office and place of residence as the need arises in connection with the representation of the matters set forth herein. All expense vouchers submitted hereunder shall be itemized and verified by SPECIAL COUNSEL and approved by the TRIBE.

6. The TRIBE may terminate this contract at any time, without prior notice to SPECIAL 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 SPECIAL COUNSEL. SPECIAL COUNSEL may be required to surrender all property and funds of the TRIBE to an authorized representative of the TRIBE upon receipt of termination.

7. Either party to this agreement may otherwise terminate this contract for any reason other than that enumerated in the preceding paragraph with thirty (30) days written notice to the other party.

8. No assignment of the obligation of this contract, in whole or in part, shall be made without the consent, previously obtained from the Tribal Council, nor shall any assignment or encumbrance be made of any interest of the SPECIAL COUNSEL in the

compensation to be paid under this contract, without such consent; provided that if such assignment of the obligation of this contract, or assignment or incumbrance 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 TRIBE, and no attorney having any interest in the contract or in the fee provided herein shall be entitled to any compensation whatsoever for any services rendered or expenses incurred subsequent to the date of such termination.

9. 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.

10. SPECIAL COUNSEL shall render to the TRIBE and General Counsel for the TRIBE or his authorized representatives, 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 General Counsel for the TRIBE.

11. SPECIAL COUNSEL stipulates that she is a fully licensed member in good standing of the State Bar of Arizona, the State Bar of California, and the District of Columbia Bar, and is also licensed and in good standing in the State of Massachusetts, and to the best of her knowledge, no disciplinary proceedings have been instituted against her by any Bar Association or any jurisdiction of the United States or its territories which are pending and/or resolved, nor has she been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

12. 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.

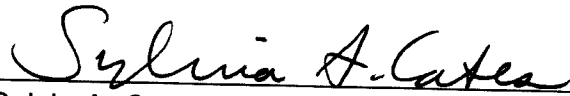
13. This contract shall be in force for a period of three years, to be renewed at the option of the TRIBE, beginning as of the 8th day of December, 1996, and terminating December 8, 1999, and may be renewed for a like term at the sole option of the Tribe by and through the Tribal Chairman..

THE WHITE MOUNTAIN APACHE TRIBE



By: Ronnie Lupe, Tribal Chairman

SPECIAL COUNSEL



Sylvia A. Cates

ATTEST:



Robert C. Brauchli, Tribal Attorney
White Mountain Apache Tribe



Virginia Dalton, Tribal Council Secretary
White Mountain Apache Tribe

APPROVAL:



Ben Nuvansa, Superintendent
Bureau of Indian Affairs