

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

WHEREAS, the White Mountain Apache Tribe hired attorney Brent Leonhard in January, 2000 to head the Tribal Prosecution Unit; and

WHEREAS, as the Tribal Prosecutor, Mr. Leonhard is responsible for enforcing the Tribe's criminal laws through initiation of criminal proceedings against alleged criminal law violators; and

WHEREAS, the Tribal Council wishes to adopt standards of conduct for guidance for the Tribal Prosecutor and to assure the Tribal Prosecutor is free to prosecute cases without concern of influence; and

WHEREAS, the Tribe has adopted standards of conduct for judges to assure that judges can rule on all cases with impartiality; and

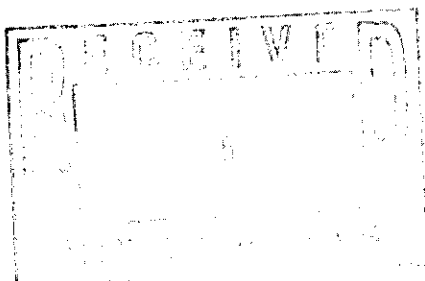
WHEREAS, the Tribal Council has reviewed a draft contract for the Tribal Prosecutor incorporating standards of conduct for the prosecutor and provisions providing that any termination of the prosecutor's contract must be for cause, based upon a violation of an applicable standard of conduct; and

WHEREAS, a copy of the contract is attached herein.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a contract for thirteen (13) months beginning November, 2000 for Tribal Prosecutor Brent Leonhard, such contract to be substantially similar in form and content to the copy attached herein.

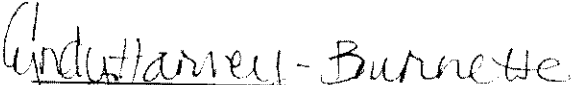
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it authorizes the Tribal Attorney and Tribal Chairman to finalize and execute the contract on behalf of the Tribe.

The foregoing resolution was on November 7, 2000 duly adopted by a vote of SEVEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), (s), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe 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).





Chairman of the Tribal Council



Secretary of the Tribal Council

TRIBAL PROSECUTOR
EMPLOYMENT CONTRACT

Symbol No. _____

Contract No. _____

THIS TRIBAL PROSECUTOR EMPLOYMENT CONTRACT, made and entered into as of the 7th day of November, 2000, at Whiteriver, Arizona, by and between DALLAS MASSEY, SR., Chairman, acting for and on behalf of the White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona and MATTHEW BRENT LEONHARD.

WITNESSETH:

WHEREAS, THE WHITE MOUNTAIN APACHE TRIBE, hereinafter referred to as the TRIBE, under the authority vested therein, and acting through the Tribal Council of the White Mountain Apache Tribe, adopted Resolution No. 11-2000-332 on the 7th day of November, 2000, which Resolution is attached hereto and made a part hereof, thereby authorizing the TRIBE to contract with and employ Matthew Brent Leonhard as TRIBAL PROSECUTOR; and

WHEREAS, Matthew Brent Leonhard wishes to serve as TRIBAL PROSECUTOR for the TRIBE.

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

1. It shall be the duty of Matthew Brent Leonhard, hereinafter referred to as TRIBAL PROSECUTOR, to provide general supervision of the Prosecution Department of the

White Mountain Apache Tribe, to act and serve as TRIBAL PROSECUTOR for and on behalf of the TRIBE in adult criminal, traffic, juvenile delinquency, child welfare, extradition and exclusion matters; assist the Tribal Attorney with code amendments pertinent to areas of practice; advise police department on legal issues and evidence gathering procedures; coordinate with state and federal investigatory and prosecution agencies; administer department budget; administer department grant funds; report periodically to Law and Order Committee; recruit and supervise Prosecution Department staff and oversee day to day operations of the Prosecution Department.

2. TRIBAL PROSECUTOR, in the performance of the duties required under this contract, shall be subject to the supervision and direction of the Tribal Attorney.

3. TRIBAL PROSECUTOR shall at all times during the term of this contract be an employee of the TRIBE and shall accrue leave, and be eligible for employment benefits, including but not limited to medical and pension benefits to the same extent as they are provided to other Tribal employees. Further, employment of TRIBAL PROSECUTOR under this contract shall be subject to provisions set forth in the TRIBE'S Personnel Policies, including any such policies governing employee travel and reimbursement, to the extent such policies are not in conflict with the express terms of this contract. Any employment benefits which have accrued to TRIBAL PROSECUTOR prior to the execution of this contract shall be carried over and maintained for the benefit of the TRIBAL PROSECUTOR under this contract, including accrued years of service for purposes of calculating annual leave.

4. In consideration of the services to be rendered, TRIBAL PROSECUTOR

shall receive as compensation a salary in the amount of \$65,000 per year. No other payment of compensation or fees shall be made by TRIBE to TRIBAL PROSECUTOR under this contract for legal services performed on behalf of the TRIBE except as may be expressly authorized by the Tribal Council.

5. No assignment of the obligation of this Contract, in whole or in part, shall be made without the prior written approval of the Tribal Council by and through the Tribal Chairman and the Secretary of the Interior or his duly authorized representative; nor shall any assignment or encumbrance of any interest in the compensation to be paid under this contract be made, without such consent; provided that if such assignment or encumbrance 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 Secretary of the Interior and the TRIBE, and no attorney having any interest in the contract or other fee provided herein shall be entitled to any compensation whatsoever for any services rendered or expenses incurred subsequent to the date of such termination.

6. This contract may only be terminated for cause by the TRIBE upon prior written notice to the TRIBAL PROSECUTOR for breach of professional conduct for attorneys, a conviction of a felony in any court, abuse of office, neglect of duty, gross misconduct or conviction of an offense involving moral integrity in any court. The following crimes and no others shall be considered crimes involving moral integrity: bribery, embezzlement, extortion, fraud, forgery, perjury, theft, and drunk and disorderly conduct. If the contract shall be terminated, the TRIBAL PROSECUTOR shall receive payment of unpaid salary accrued to and

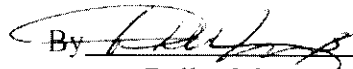
including the date of termination.

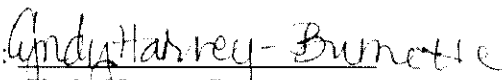
7. The TRIBAL PROSECUTOR shall render to the TRIBE and the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than annually and at such times as may be requested by the TRIBE or the Secretary of the Interior or his authorized representative.

8. This contract shall be in effect for a period of thirteen (13) months commencing November 7, 2000 and shall continue until January 7, 2002, and may be renewed by the parties for an additional two year term.

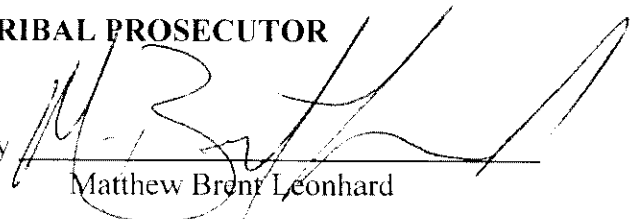
DATED THIS 7th day of November, 2000.

WHITE MOUNTAIN APACHE TRIBE
Whiteriver, Arizona

By 
Dallas Massey, Sr.,
Chairman of the Tribal Council

Attest: 
Andy Harvey Burnette,
Secretary of the Tribal Council

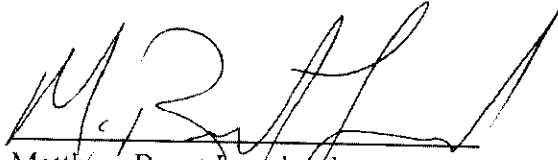
TRIBAL PROSECUTOR

By 
Matthew Brent Leonhard

CERTIFICATION

Attorney 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 of 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.

Dated: 11/21/00


Matthew Brent Leonhard
Attorney

BUREAU OF INDIAN AFFAIRS APPROVAL:

Dated: _____

(not required)

Ben Nuvamsa, Superintendent
Bureau of Indian Affairs
Fort Apache Agency
Whiteriver, Arizona 85941