

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

WHEREAS, the Tribal Council, by a previous contract with Mr. Anthony Cohen, authorized Mr. Cohen to revise the Tribal Law and Order Code, and

WHEREAS, that contract has expired due to the expiration of funds in the account earmarked for that purpose, and

WHEREAS, the Tribal Council, by previous resolution, has approved Revenue Sharing Funds for the completion of the Tribal Code Revision, and

WHEREAS, Mr. Anthony Cohen proposed through the Tribal Attorney that he be paid the sum of \$20,000.00 for legal services in order to complete the Tribal Code Revision, and

WHEREAS, a contract has been drafted setting forth the duties and obligations and remuneration to be paid Mr. Cohen, said contract attached to this resolution and incorporated by reference herein, and

WHEREAS, the Tribal Council has reviewed and discussed the provisions of the contract and concludes that it's in the best interests of the tribe to expend Revenue Sharing monies for this purpose and to complete the Tribal Code Revision.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the contract between the White Mountain Apache Tribe and Mr. Anthony Cohen for his attorney services in revising the Tribal Code.

BE IT FURTHER RESOLVED by the Tribal Council that the contract approved by this resolution be attached hereto.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes the Tribal Chairman to execute all contracts and documents necessary to carry out the proposed contract for attorney services to revise the Tribal Code.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby directs that Mr. Cohen's attorney fees be paid from Revenue Sharing funds as previously authorized by the Tribal Council.

The foregoing resolution was on March 15, 1983 duly adopted by a vote of 10 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 & i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 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).

[Handwritten Signature]
Chairman of the Tribal Council

RECEIVED
MAR 21 1983

Mary C. Goodfill
Secretary of the Tribal Council

FORT APACHE INDIAN
AND
WHITE

Resolution No. 83-94

CONSULTANT CONTRACT

BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
ANTHONY R. COHEN

FOR THE REVISION OF
THE WHITE MOUNTAIN APACHE TRIBAL CODE

THIS CONTRACT, entered into on this _____ day of _____, 1983, is made by and between the White Mountain Apache Tribe of the Fort Apache Indian Reservation, hereinafter, "TRIBE", and Anthony R. Cohen, hereinafter, "CONSULTANT", as follows:

1. The TRIBE has and maintains a court system with civil, criminal, juvenile and other codes and various procedural rules.

2. The CONSULTANT is an attorney who has been engaged in the legal research and analysis of criminal, civil, juvenile and other codes, including Indian Tribal Codes and has extensive experience in said areas of law.

3. CONSULTANT is willing to be employed on a contract basis with the TRIBE, and the TRIBE is willing to contract with said CONSULTANT on the terms and conditions set forth herein.

4. Term of Contract. Employment of the CONSULTANT shall commence forthwith, upon the execution of this CONTRACT, and shall continue for a period of one year, subject to being extended by the TRIBE or authorized agent, and CONSULTANT.

5. Compensation of CONSULTANT. The TRIBE shall pay the CONSULTANT and CONSULTANT shall accept from the TRIBE in full payment for consultation services hereunder, the rate of twenty dollars (\$20.00) per hour, and for all time spent in travelling to and from meetings required by the TRIBE or its agents, the rate

of ten dollars (\$10.00) per hour. Said compensation shall be paid to CONSULTANT in bi-weekly installments by the TRIBE upon receipt of vouchers from the CONSULTANT itemizing the dates and hours worked, said payments to be due and payable within five (5) days after the receipt of the voucher by the TRIBE.

6. Reimbursement of CONSULTANT for Authorized Expenses.

The TRIBE agrees to pay CONSULTANT 18¢ per mile for transportation to and from Whiteriver or any other location for which the TRIBE requires CONSULTANT to travel by personal automobile in performance of his duties as CONSULTANT. TRIBE also agrees to provide lodging at no cost to CONSULTANT and to reimburse him for the actual cost of his meals whenever the TRIBE requires CONSULTANT to travel to Whiteriver or any other location requiring over-night stay. The TRIBE further agrees to reimburse CONSULTANT in full for all reasonable and necessary expenses he incurs in connection with his duties pursuant to this CONTRACT, including the expenses of mailing, duplication, and long-distance telephone calls, said reimbursement to be due and payable within five (5) days after the receipt by the TRIBE of vouchers detailing said expenses. The TRIBE also agrees to provide all typing and secretarial services to CONSULTANT that are necessary to the accomplishment of this project. The TRIBE will not be liable or be required to reimburse CONSULTANT for any of the expenses enumerated above unless CONSULTANT obtains the prior approval of the Tribal Attorney before incurring the same.

7. Limit of Compensation and Reimbursement. The maximum amount of compensation payable to CONSULTANT and the maximum amount of expenses reimbursable by the TRIBE, together, shall not exceed

Twenty Thousand Dollars (\$20,000).

8. Duties of CONSULTANT. The CONSULTANT agrees to use his best efforts to prepare and present to the White Mountain Apache Tribal Council for its approval a proposed revision of the entire Law and Order Code of the White Mountain Apache Tribe, including the reorganization and codification of all Tribal Ordinances. CONSULTANT also agrees that the proposed revision will be in final form, ready for submission to a printer. After approval of the proposed revision by the Tribal Council, CONSULTANT will submit the revised Tribal Code to a printer of the TRIBE'S choice and will oversee the publication, at the TRIBE'S expense of the Revised Tribal Code. The CONSULTANT will provide such further legal and editorial services, including the checking, correction, and approval of proofs, as are necessary to ensure that the Revised Tribal Code is typeset, printed, and permanently bound in a high quality, professional manner.

It is understood and agreed by the parties that no part of the cost of the publication of the Revised Tribal Code shall come from the \$20,000.00 allocated by this CONTRACT to the compensation and reimbursement of CONSULTANT unless and until CONSULTANT has completed his duties pursuant to this CONTRACT and has been fully compensated therefore, and fully reimbursed for his authorized expenses.

9. Coordination with Tribal Attorney. CONSULTANT will meet with the Tribal Attorney from time to time as is required by the Tribal Attorney in order to carry out the responsibilities of revising the Tribal Law and Order Code. In addition, CONSULTANT will be available to meet at least once with the Tribal Council

concerning the adoption of the Revised Code and will be available to meet with the Chairman of the TRIBE at such time or times as are convenient to the Chairman. CONSULTANT will also be available to meet with the Tribal Attorney and members of the Law and Order Committee, the Tribal Court, Police Department, or any other party deemed necessary by the Tribal Attorney, to discuss the proposed Revised Law and Order Code. The CONSULTANT agrees to contact the Tribal Attorney by telephone, a minimum of one call per week, to discuss the progress of the Tribal Code Project, and to be available by telephone at his Tucson office to discuss matters regarding the Tribal Code with all members of the Tribal Council, Judges of the Tribal Court, and other authorized interested Tribal personnel.

10. Legal Assistance. In order to insure the most beneficial and economical use of his time, CONSULTANT may, from time to time, recommend to the Tribal Attorney that a qualified Legal Assistant be employed, to be paid from the amount allocated from this CONTRACT, and to work under the supervision of CONSULTANT. In such cases, upon the approval of the Tribal Attorney, CONSULTANT may use the services of such Legal Assistant and the CONSULTANT will be fully responsible for the work of such Legal Assistant, and for accounting to the TRIBE for the time, work product, and expense of such Legal Assistant.

11. It is understood that the CONSULTANT'S duties do not include the rendering of his work product into final typed, printed, or published form, except as expressly provided herein, and that said work product may consist of hand-written or electronically recorded information to be typed or otherwise published at the expense of the TRIBE, provided that said hand-written or

electronically recorded information to be typed, transcribed, or otherwise published by the TRIBE will be in a final draft form and properly organized as to section numbers, paragraphs, etc., sufficient for immediate typing or transcription without further revision. The actual cost of typing and secretarial services to be provided by the TRIBE pursuant to this CONTRACT may be charged against the \$20,000.00 allocated to this CONTRACT.

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

13. Either party to this agreement may otherwise terminate this CONTRACT for any reason other than those enumerated in the preceding paragraph with ten (10) days written notice to the other party.

14. 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 interests of the TRIBE so require, he may suspend the CONTRACT and the payment of all compensation due or accruing to the CONSULTANT thereunder, pending a hearing which shall be held without unreasonable delay.

15. 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 CONSULTANT 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, CONTRACT may be terminated at the option of the Secretary of the Interior or the TRIBE, and no attorney having any interest in the CONTRACT or the fee provided herein shall be entitled to any compensation whatsoever for any service rendered or expenses incurred subsequent to the date of such termination.

16. It is hereby stipulated by the CONSULTANT attorney herein that he is a licensed member in good standing of the State Bar of Arizona, State Bar of California, and the Bar of the White Mountain Apache Tribe, and that no disciplinary proceedings have been instituted or are pending against him by any Bar Association or the Courts of the United States.

17. It is mutually understood and agreed that payment for compensation and expensed under the terms of this CONTRACT shall be contingent upon the 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.

18. Time. IT is agreed between the parties that although he CONSULTANT will use his best efforts to complete this project as quickly as is consistent with a quality revision and reorganiza-

tion of the Tribal Code, and within the one year term of this CONTRACT, since the ultimate approval of each provision of the Revised Tribal Code is completely within the discretion of the White Mountain Apache Tribal Council, and is therefore a political matter not within the control of the CONSULTANT, and since the Tribal Council may require a re-revision of particular sections of the Tribal Code in order to ensure that they have had the opportunity to discuss, consider, and decide upon the numerous possible options such sections present, failure of CONSULTANT to complete the revision of the Tribal Code within one year, if caused in substantial part by delay of the Tribal Council in approving the initial proposed revision, shall not be considered a breach by CONSULTANT of this CONTRACT. In such event, CONSULTANT agrees to renew this CONTRACT and provide such further services as are necessary to complete the Code.

The parties also agree that CONSULTANT shall not be responsible for any delays in the completion of this project caused by the printer or any other persons not within the control of CONSULTANT.

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

IN WITNESS WHEREOF, the parties hereto subscribe their names effective on the day and year indicated herein above, at Whiteriver, Arizona within the Fort Apache Indian Reservation.

THE WHITE MOUNTAIN APACHE TRIBE

Ronnie Lupe, Chairman

Anthony R. Cohen, CONSULTANT

ATTEST:

Robert C. Brauchli, Tribal Attorney

Mary Endfield, Council Secretary

APPROVAL:

Henry Dodge, Superintendent
Fort Apache Agency