


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

- WHEREAS, the Tribal Attorney has advised the Tribal Council that the two Attorney Contracts between the White Mountain Apache Tribe and Robert Alan Hershey, Attorney at Law, omitted certain provisions the Bureau of Indian Affairs alleges are required, although the Bureau of Indian Affairs has not yet rejected said contract, but that the Tribal Attorney anticipates that the Bureau of Indian Affairs will reject the contracts based on disapproval by the BIA of the Cohen Attorney Contract; and
- WHEREAS, the Tribal Council is further advised by the Tribal Attorney that he had contacted the Area Office of the Bureau of Indian Affairs who advised him that other Tribes are contesting the provisions which were left out of the Attorney Contracts, to wit, requirements that vouchers be submitted by the Tribe to the Secretary of the Interior or his representative for approval prior to payment by the Tribe, and other provisions which grant certain powers to the Secretary of the Interior thereby interfering with the attorney-client relationship of the Tribe and attorneys who it employs pursuant to powers granted to it by 25 U.S.C. §476, the Indian Reorganization Act of 1938; and
- WHEREAS, the Tribal Attorney advises the Council that he has drafted an amendment to the two Hershey Contracts in order to satisfy the requirements of the Bureau of Indian Affairs but requests permission from the Tribal Council to challenge the provisions which requires that the Tribe submit vouchers to the Secretary of the Interior or his representative for approval prior to payment by the Tribe as an unwarranted interference with the attorney-client privilege and efficient administration of the various attorneys' duties to the Tribe and further that there is no statutory authority pursuant to which the Secretary of the Interior or his authorized representative can enforce such a provision; and
- WHEREAS, the Tribal Attorney advises that the Tribal Council should approve the Hershey Contracts and amendments thereto incorporating the required provisions so as not to jeopardize the Attorney Contracts of Robert Alan Hershey with full and detailed reports of all legal services rendered to date as verified by the Tribal Attorney and Tribal Administrative Office prior to payment to Mr. Hershey.
- BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Amendment to the Attorney Contracts attached hereto and incorporated by reference herein between the White Mountain Apache Tribe and Robert Alan Hershey for the purposes and requirements set forth herein.
- BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes the Tribal Chairman to execute the Amendment to the Attorney Contracts in the form attached to this resolution.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby directs the Tribal Attorney to pursue a means by which the Tribe will not be required to submit vouchers to the Secretary of the Interior or his representative for approval prior to payment by the Tribe of Attorneys it has employed pursuant to its constitutional powers and to eliminate any other provisions whereby the Secretary of the Interior has or is claiming authority over attorneys employed by the Tribe.

The foregoing resolution was on November 3, 1983, 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 and By-Laws of the Tribe, ratified by the Tribe on 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).


Chairman of the Tribal Council

ACTING 
Secretary of the Tribal Council

RECEIVED

NOV 09 1983

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ.

AMENDMENT TO ASSOCIATE COUNSEL CONTRACT

BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
ROBERT ALAN HERSHEY, ATTORNEY AT LAW

This is an Amendment to the Associate Counsel Contract entered into between the White Mountain Apache Tribe (TRIBE) and Robert Alan Hershey, Attorney at Law, (ASSOCIATE COUNSEL) on September 15, 1983.

This Amendment shall relate back to September 15, 1983, the commencement date of the Associate Counsel Contract.

(1) 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.

(2) 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.

(3) 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.

(4) 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.


This Amendment is authorized by Tribal Council Resolution No. 83- , attached hereto.

EXECUTED this 2nd day of November, 1983.


WHITE MOUNTAIN APACHE TRIBE


By 
Ronnie Lupe, Chairman
White Mountain Apache Tribal Council

ASSOCIATE COUNSEL:


Robert Alan Hershey, Attorney

ATTEST:


Robert C. Brauchli, Tribal Attorney
White Mountain Apache Tribe


Mary C. Endfield, Secretary
White Mountain Apache Tribal Council

APPROVED:
SECRETARY OF THE INTERIOR

By _____
Area Director,
Bureau of Indian Affairs

AMENDMENT TO LAW ENFORCEMENT LEGAL ADVISOR CONTRACT

BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
ROBERT ALAN HERSHEY, ATTORNEY AT LAW

This is an Amendment to the Attorney Contract and entered into between the White Mountain Apache Tribe (TRIBE) and Robert Alan Hershey, Attorney at Law, whereby said contract authorized the TRIBE to employ Robert Alan Hershey as Law Enforcement Legal Advosor (LELA) on October 1, 1983.

This Amendment shall relate back to October 1, 1983, the commencement date of the Law Enforcement Legal Advisor Contract.

(1) 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 LELA thereunder, pending a hearing which shall be held without unreasonable delay.

(2) 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 LELA 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.

(3) Any expenses reimbursed pursuant to this Contract to the LELA excluding attorney's fees shall not exceed \$1,500.00 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 LELA and shall be approved by the Tribe.

(4) The LELA 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

