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FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ.

Resolution No. 85-76

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

- WHEREAS, the contract for the Tribal Attorney, Robert C. Brauchli, Attorney at Law, is due to expire on May 1, 1985; and
- WHEREAS, the Tribal Attorney has proposed a three year Attorney Contract in the form attached to this resolution and incorporated by reference herein to commence on May 1, 1985 and to terminate on April 30, 1988; and
- WHEREAS, a copy of the proposed Attorney Contract has been distributed to each member of the Tribal Council for review and discussion; and
- WHEREAS, the Tribal Attorney advises the Tribal Council that the per diem for in-state and out-of-state travel and mileage shall remain at the same rate as the preceding three year contract but that compensation per annum has been increased; and
- WHEREAS, the Tribal Attorney has documented to the Tribal Council that he has received for the Tribal Treasury the sum of approximately One Hundred One Thousand Dollars (\$101,000) since June 30, 1984 as and for attorney's fees, court costs and judgments which has been deposited into the Tribal Treasury; and
- WHEREAS, the aforesaid sum is almost one-half of the total Tribal Attorney Budget for that Attorney Contract, office supplies, secretary salaries and other expenses; and
- WHEREAS, the Tribal Council concludes that it would be in the best interest of the Tribe to continue the Attorney Contract with Robert C. Brauchli for an additional three years commencing May 1, 1985, pursuant to the items and conditions of the Attorney Contract attached hereto and incorporated by reference herein.

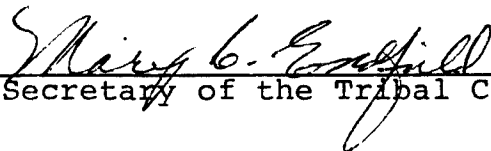
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves an Attorney Contract between Robert C. Brauchli and the White

Mountain Apache Tribe pursuant to the terms and conditions of the Proposed Attorney Contract attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes the Tribal Chairman or in his absence the Vice Chairman to execute any and all necessary documents or contracts required to carry out this Resolution.

The foregoing resolution was on April 23, 1985, duly adopted by a vote of 8 for and 2 abstentions 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 Bylaws 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)


Chairman of the Tribal Council


Secretary of the Tribal Council

ATTORNEY CONTRACT

Symbol No. H50C1420

Contract No. 2706

THIS AGREEMENT made and entered into as of the 24th day of April, 1985, at Whiteriver, Arizona by and between Mr. Ronnie Lupe, Chairman, acting for and on behalf of the White Mountain Apache Tribe of Indians, Whiteriver, Arizona, and Robert C. Brauchli, Attorney at Law, residing at Pinetop, Arizona.

W I T N E S S E T H:

WHEREAS, The White Mountain Apache Tribe, hereinafter referred to as the TRIBE, under the authority vested therein, adopted a Resolution on the 23rd day of APRIL, 1985, which Resolution is hereunto attached and made a part hereof, thereby authorizing the TRIBE to employ ROBERT C. BRAUCHLI as ATTORNEY in the matters herein described; and

WHEREAS, the ATTORNEY wishes to serve as General Legal Counsel 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 ROBERT C. BRAUCHLI, hereinafter referred to as the ATTORNEY, to act as General Counsel for and on behalf of the TRIBE in legal matters before Federal and Arizona Courts, tribunals, departments, agencies

and committees of the Congress and the Arizona legislatures. It is intended that individual tribal members may be represented by the ATTORNEY only as directed by the TRIBE. It is further intended that compensation for ATTORNEY'S representation on special projects, as defined by the TRIBE and ATTORNEY, will be separately approved and that ATTORNEY will be compensated for representation on such special projects in accordance therewith. General Counsel duties shall not be deemed to include and will not include any services in connection with tribal claims in the Court of Claims against the United States.

2. The ATTORNEY, in the performance of the duties required under this contract, shall be subject to the supervision and direction of the Tribal Council of the White Mountain Apache Tribe.

3. The ATTORNEY, subject to the approval of the Tribal Council and the Secretary of the Interior or his authorized representative, may employ for work hereunder, such attorney or attorneys as he may select; provided that neither the TRIBE nor the Government is to owe any additional compensation by reason of such employment, without the approval of these two agencies. ATTORNEY, subject to the approval of the Tribal Council or the Secretary of the Interior or his authorized representative, may, if necessary, employ on a case-to-case or temporary basis, legal aid personnel for

needy members of the TRIBE. Subject to the approval of the TRIBE, the ATTORNEY may employ on a temporary basis, counsel or co-counsel to assist the ATTORNEY in litigating complicated or specialized matters. The above expenditures, when authorized, shall not exceed any amount provided by annual budget of the TRIBE. However, unless the Tribal Council budgets in advance for miscellaneous legal activities, there shall be no action taken under this paragraph by the ATTORNEY.

4. In consideration of the services to be rendered, the ATTORNEY shall receive compensation as follows: From May 1, 1985, through April 30, 1986, the ATTORNEY shall receive compensation at the rate of \$75,000.00 per annum; for the time period May 1, 1986, through April 30, 1987, the ATTORNEY shall received a compensation of \$79,500.00 per annum; and from May 1, 1987, through April 30, 1988, the ATTORNEY shall receive compensation in the amount of \$85,000 per annum, all the aforesaid compensation to be payable monthly, plus all necessary and reasonable expenses, including traveling expenses, long distance telephone calls and telegraph, photostats, court costs, depositions, exhibits, blueprinting and any reproduction, title searches and such like expenses, but not including expenses such as rent, light, heat and stenographic or clerical services. It is mutually agreed that in the event the ATTORNEY shall use a privately-owned

vehicle in the performance of his duties under this agreement, he shall be compensated for the use of said privately owned vehicle at the rate of twenty cents (.20) per mile. The expenses paid shall not exceed the amount budgeted by the Tribal Council 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 ATTORNEY and shall be approved by the TRIBE. It is further understood and agreed that the ATTORNEY shall be reimbursed at the rate of \$50.00 per day or a fraction thereof, that said ATTORNEY is away from his office on the reservation or Pinetop for tribal business and \$100.00 per day, or a fraction thereof, that said ATTORNEY is on business travel for the TRIBE in Washington, D.C. or any travel outside the State of Arizona; said sum is to be paid from the amount budgeted by the Tribal Council expense allowance hereinabove provided.

5. It is understood and agreed that the compensation for services specified in paragraph (4) constitute

compensation for services involved in the prosecution, litigation, negotiation, research, or representation in congressional hearings in federal courts, or involving trips to Washington, D.C., or other places outside Arizona, unless otherwise directed by the TRIBE; provided that the ATTORNEY is obliged to perform special projects for the TRIBE only upon mutual agreement between the TRIBE and the ATTORNEY.

6. 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 or the ATTORNEY 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 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 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.

7. This contract may be terminated by either party by giving ninety (90) days written notice to the other party,

the Secretary of the Interior or his authorized representative, and the Area Director; and if the contract shall be so terminated, the ATTORNEY shall receive such compensation as the Secretary of the Interior or his authorized representative may determine equitably to be due to date of termination.

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

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.

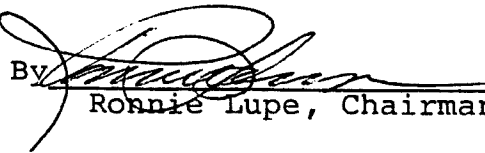
10. The ATTORNEY shall render to the TRIBE and the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than annually and at such times as may be requested by the TRIBE or the Secretary of the Interior or his authorized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

11. 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.

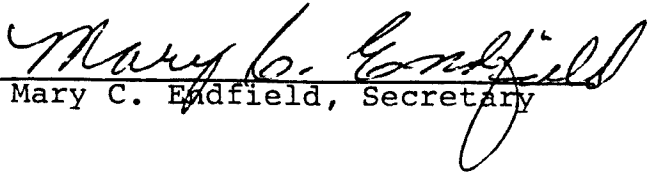
12. This contract shall be in force for a period of three (3) years, beginning as of the 1st day of May, 1985, and terminating on April 30, 1988.


DATED THIS 24th day of April, 1985.

WHITE MOUNTAIN APACHE TRIBE
at Whiteriver, Arizona

By 
Ronnie Lupe, Chairman

ATTEST:


Mary C. Edfield, Secretary


Robert C. Brauchli
Attorney at Law
Pinetop, Arizona

