

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

WHEREAS, the Tribal Attorney advises the Tribal Council that the Law Enforcement Legal Advisor Contract entered into between the Tribe and Tribe and Robert Alan Hershey expired on May 1, 1986; and

WHEREAS, the Tribal Attorney has pre-budget funds for the renewal of the Law Enforcement Legal Advisor Contract; and

WHEREAS, the law enforcement agencies of the Tribe have greatly benefited from the services of Mr. Hershey and wish to continue said services.

BE IT RESOLVED by the Tribal Council that it hereby approves the Law Enforcement Legal Advisor Contract which is attached and incorporated by reference herein and authorizes the Tribal Chairman, or in his absence, the Vice Chairman, to execute all documents in order to effectuate the same.

The foregoing resolution was on July 14, 1986, duly adopted by a vote of 11 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 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

LAW ENFORCEMENT LEGAL ADVISOR

Symbol No. \_\_\_\_\_

Contract No. \_\_\_\_\_

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1986, at Whiteriver, Arizona, by and between RENO JOHNSON, SR., Tribal Chairman acting for and on behalf of the White Mountain Apache Tribe of Indians, Whiteriver, Arizona, and ROBERT ALAN HERSHEY, Attorney at Law, residing at Tucson, Arizona.

WITNESSETH:

WHEREAS, the WHITE MOUNTAIN APACHE TRIBE (hereinafter referred to as the "TRIBE"), under the authority vested therein, adopted a Resolution on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, which resolution is hereunto attached and made a part hereof, thereby authorizing the TRIBE to employ ROBERT ALAN HERSHEY as the Law Enforcement Legal Advisor (hereinafter referred to as "LELA") in the matters herein described; and

WHEREAS, ROBERT ALAN HERSHEY (hereinafter referred to as "the ATTORNEY"), wishes to continue to serve as LELA for the TRIBE in all criminal matters arising under the Tribal Criminal Code, to provide training and advise on matters involving the Tribal Police Department and Tribal Game

Rangers in enforcement of their official duties; and

WHEREAS, ATTORNEY, Robert Alan Hershey, shall establish procedures for seminars and training sessions concerning appropriate topics in the Law Enforcement field including, but not limited to, the law of search and seizure, arrest, and the criminal code. LELA shall also act in an advisory capacity in the revision of the Tribal Criminal Code and as an advisor to the Tribal Police and Tribal Fish and Game Department. It is intended that LELA shall expend not more than twelve and one-half (12½) hours per month in performance of these functions; 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. The TRIBE shall pay ROBERT ALAN HERSHEY, as LELA, funds pre-budgeted for said compensation, the sum of Sixty Five Dollars (\$65.00) per hour, not to exceed Ten Thousand Dollars (\$10,000.00) per annum for legal advisory services rendered as afore described. It is further provided that the TRIBE will reimburse LELA for such major out-of-pocket expenses as duplication costs, postage, long distance telephone calls, and transportation made in connection with the above services, secretarial costs, excepted upon presentation of verification of said expenses to the Tribal Attorney for the TRIBE, but in no event shall the annual

expenses incurred by the LELA exceed One Thousand Two Hundred Dollars (\$1,200.00) in one fiscal year. It is further understood that LELA will absorb all secretarial costs in performance of this contract.

2. The TRIBE further agrees to reimburse the LELA the sum of One Hundred Twenty Five Dollars (\$125.00) per round trip as and for auto transportation, travel expense, attorney time, for all time expended in travel and for mileage in connection with his duties when travelling between Tucson, Arizona to Whiteriver, Arizona, but in no event shall the travel expenses exceed \$1,000.00.

3. LELA's compensation for his time, expenses, and travel reimbursement in connection with the performance of the afore-described duties shall not exceed in any fiscal year the total sum of Twelve Thousand Two Hundred Dollars (\$12,200.00).

4. The TRIBE may terminate this contract at any time without prior notice to the LELA for neglect of duty, malfeasance, negligence, incompetence, or inefficiency, for dishonesty, disobedience of the TRIBE's laws, failure to follow instructions or orders, for unfaithfulness to the TRIBE's interest, or a conflict of interest created by the LELA. The LELA may be required to surrender all property and funds of the TRIBE to an authorized representative of the TRIBE upon receiving notice of termination.

5. 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.

6. Either party to this agreement may otherwise terminate this Contract for any reason other than that enumerated in the preceding paragraph, with twenty (20) days written notice to the other party.

7. 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.

8. Any expenses reimbursed pursuant to this Contract to the LELA excluding attorney's fees shall not exceed \$1,200.00 for out-of-pocket expenses, and \$1,000.00 for travel expenses, 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.

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 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 annually and at such times as may be requested by the TRIBE or the Secretary of the Interior or his authorized representative.

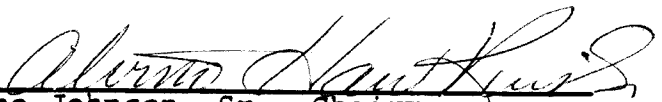
11. The LELA stipulates that he is a fully licensed member in good standing of the Bar of the State of Arizona, and to the best of his knowledge, no disciplinary proceedings have been instituted against him by any Bar Association or any jurisdiction of the United States or its territories which are pending 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 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 Agreement shall be in force from May 1, 1986 through April 30, 1987 and, upon the option of the TRIBE, may be renewed for the period May 1, 1987, through April 30, 1988.

14. Any dispute arising from the terms, applicability of the terms, or performance pursuant to this Contract shall be decided pursuant to the Laws of the White Mountain Apache Tribe and the Tribal Court shall have jurisdiction over any litigation arising therefrom.

WHITE MOUNTAIN APACHE TRIBE

  
\_\_\_\_\_  
Reno Johnson, Sr., Chairman  
White Mountain Apache Tribe

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Robert Alan Hershey  
Attorney at Law

ATTEST:

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Mariddie J. Craig, Secretary  
White Mountain Apache  
Tribal Council

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Robert C. Brauchli, Tribal Attorney  
White Mountain Apache Tribe

APPROVAL:

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Area Director  
Bureau of Indian Affairs