

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

WHEREAS, the Tribal Council of the White Mountain Apache Tribe is authorized by virtue of its inherent sovereignty and by the Constitution of the White Mountain Apache Tribe to represent the Tribe and to act in all matters that concern the welfare of the Tribe, and to negotiate, make and perform contracts and agreements of every description, and to protect and preserve the wildlife, natural resources and water rights of the Tribe by whatever means the Tribal Council deems necessary, including by means accomplished through the employment of legal counsel selected by the Tribal Council; and

WHEREAS, the Tribal Council has previously retained and employed William H. Veeder as legal counsel to the White Mountain Apache Tribe pursuant to the "Special Counsel Attorney Contract," and this contract will expire on May 31, 1997; and

WHEREAS, Mr. Veeder has represented and continues to represent the Tribe in the area of tribal water rights, Miner Flat Dam, allocation of power issues, and the northern boundary dispute; and

WHEREAS, the Tribal Council concludes that Mr. Veeder should be retained to continue his legal representation of the Tribe in these areas under the direction of the Tribal Council by and through its Chairman.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Special Counsel Attorney Contract between the White Mountain Apache Tribe and William H. Veeder, is hereby renewed for a period of three (3) years commencing June 1, 1997, according to the same terms and conditions set forth in the attached contract.


BE IT FURTHER RESOLVED by the Tribal Council that the Tribal Chairman of the White Mountain Apache Tribe is authorized to execute said contract and to administer the contract in accordance with existing policies of the White Mountain Apache Tribe and to do all things necessary to carry out the intent and purposes of this resolution.

Resolution No. 05-97-122

The foregoing resolution was on May 16, 1997, 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 the White Mountain Apache Tribe Constitution, including Article IV, Section 1 (a), (b), (d), and (f) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

RECEIVED

MAY 17 1997
WHITE MOUNTAIN APACHE INDIAN AGENCY
WHITERIVER, ARIZONA


Chairman of the Tribal Council


Secretary of the Tribal Council

SPECIAL COUNSEL
ATTORNEY CONTRACT

Symbol No. _____

Contract No. _____

THIS ATTORNEY CONTRACT, made and entered into as of the 1st day of June, 1997, at Whiteriver, Arizona, by and between RONNIE LUPE, Chairman, acting for and on behalf of the White Mountain Apache Tribe of Indians, Whiteriver, Arizona, and WILLIAM H. VEEDER, Attorney at Law, Washington, D.C.

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. _____ on the ____ day of May, 1997, which Resolution is attached hereto and made a part hereof, thereby authorizing the TRIBE to contract with and employ WILLIAM H. VEEDER as Special Legal Counsel, herein referred to as Special Counsel, in the matters hereinafter described; and

WHEREAS, WILLIAM H. VEEDER wishes to serve as Special 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 WILLIAM H. VEEDER, hereinafter referred to as SPECIAL COUNSEL, to act and serve as legal representative for and on behalf of the TRIBE in legal matters before any courts or tribunals, and national or local departments, agencies, committees and legislative bodies, dealing with or relating to water rights or water resources which affect any tribal interest

therein, and to act and serve as legal counsel within Washington, D.C., in national matters, including legislative, departmental, agency or committee affairs, which affect any interests of the TRIBE. Special Counsel duties hereunder shall not be deemed to include General Counsel duties otherwise provided for by the TRIBE.

2. The SPECIAL COUNSEL, in the performance of the duties required under this contract, shall be subject to the supervision and direction of the Tribal Council of the TRIBE through its Chairman.

3. The SPECIAL COUNSEL, subject to the prior written 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 federal government is to owe any additional compensation by reason of such employment, without the prior approval of these two agencies.

4. In consideration of the services to be rendered, the SPECIAL COUNSEL shall receive as legal fees, compensation in the amount of \$125.00 per hour, billable monthly, and specifically including time spent for legal research, factual investigations, trial preparation or negotiations, appearances before judicial or other tribunals, the Tribal Council or tribal committee meetings,

as necessary for the performance of SPECIAL COUNSEL'S duties under this Contract; PROVIDED THAT SPECIAL COUNSEL shall receive as legal fees, compensation for actual travel time required under this Contract, in the amount of \$62.50 per hour, not to exceed \$375.00 in any one day; AND PROVIDED FURTHER THAT all sums billable hereunder for legal fees shall not exceed in payment, the amount of Twenty Thousand Dollars (\$20,000.00) in any one calendar month, without the prior written approval of the Tribal Council and the Secretary of the Interior or his authorized representative.

SPECIAL COUNSEL shall additionally be paid for all necessary and reasonable expenses, including traveling expenses, long distance telephone calls and telegrams, photostat, court costs, depositions, exhibits, blueprinting, and any reproduction, title searches and like expenses; but not including expenses such as rent, light, heat and stenographical or clerical services. It is mutually agreed that in the event the SPECIAL COUNSEL should use his privately owned vehicle in the performance of his duties under this Agreement, he shall be compensated for the use of said vehicle as such rate as is established by the Tribal Council for the TRIBE. Any expenses incurred by the SPECIAL COUNSEL shall not be payable hereunder by the TRIBE in excess of Twenty-Five Thousand (\$25,000) Dollars 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 incurred pursuant to this contract shall be made only upon submission of proper vouchers to the TRIBE, and subject to the approval of the Secretary of Interior or his authorized representative; provided that necessary and reasonable filing fees, bond, or related costs payable to a court or other tribunal in advance of initiating or defending the position of the TRIBE before such entity, may be paid through SPECIAL COUNSEL's account, in trust, without such prior approval.

It is further understood and agreed that the SPECIAL COUNSEL shall be reimbursed at the rate of One Hundred Fifty Dollars (\$150.00) per day, or fraction thereof, that such attorney is away from his office in Washington, D. C. , and within the Reservation, and Two Hundred Dollars (\$200.00) per day, or fraction thereof, that said attorney is away from his office and outside of the Reservation; said sums to be paid from the expenses allowance hereinabove provided. All expense vouchers

submitted hereunder shall be itemized and verified by the SPECIAL COUNSEL, and approved by the TRIBE.

5. It is understood and agreed that the compensation for services specified in Paragraph (4) constitutes compensation for services involved in the prosecution, litigation, negotiation, research or representation in congressional hearings or courts, involving trips to Arizona, or other places outside Washington, D.C., unless otherwise directed by the TRIBE.

6. 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 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.

7. This contract may be terminated by either party by giving sixty (60) days written notice to the other party, the Secretary of Interior or his authorized representative, and the Area Director; and if the contract shall be so terminated, the SPECIAL COUNSEL shall receive such compensation as the Secretary of Interior or his authorized representative may determine equitably to be due to and including the 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 with payment of all compensation due or accruing to the SPECIAL COUNSEL thereunder, pending a hearing which shall be held without reasonable delay. It is mutually understood and agreed that payment of compensation and expenses 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.

9. The SPECIAL COUNSEL 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.

10. This contract shall be in effect for a period of three (3) years commencing _____, 1997 and shall continue until _____, 2000.

DATED THIS _____ day of _____ 1997.

WHITE MOUNTAIN APACHE TRIBE
Whiteriver, Arizona

By _____
Ronnie Lupe, Chairman
Tribal Council

Attest: _____
Virginia Dalton, Secretary
Tribal Council

SPECIAL LEGAL COUNSEL

By _____
William H. Veeder, Attorney
Washington, D.C.

CERTIFICATION

Attorney stipulates that he is a fully licensed member in good standing of the bar of a state or of the District of Columbia, 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 suspend from the practice of law in any jurisdiction in the United States or its territories.

Dated: _____

William H. Veeder
Special Legal Counsel
Washington, D.C.

BUREAU OF INDIAN AFFAIRS APPROVAL:

Dated: _____

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