

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

WHEREAS, the contract with Southern Arizona Legal Aid, Inc., to provide public defender legal services within the Fort Apache Indian Reservation for criminal defendants in Tribal Court expired on December 31, 1999; and

WHEREAS, a new contract for another one year term has been prepared with a proposed total of 1200 hours of contract services, and a total contract amount of \$46,874.00; and

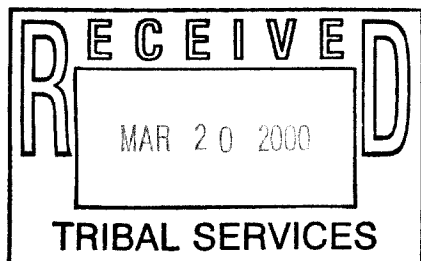
WHEREAS, the Tribal council recognizes the benefit of making legal defense services available to criminal defendants in Tribal court, even though no tribal or federal law requires the availability of such services, and, at present, no federal or private grant funding is available to pay for such services; and

WHEREAS, the Tribal Council has reviewed the proposed contract for public defender services and concurs that it would be in the best interest of the Tribe to approve a one year contract for public defender services.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the renewal of the Public Defender contract with Southern Arizona Legal Aid, Inc., in the form attached hereto, for an additional one year term.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman or in his absence the Vice Chairman, to execute any documents necessary to carry out the intent of this Resolution.

The foregoing resolution was on March 7, 2000 duly adopted by a vote of THREE for and ONE against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council

Secretary of the Tribal Council

**AGREEMENT BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
SOUTHERN ARIZONA LEGAL AID, INC.
FOR PUBLIC DEFENDER SERVICES**

RECITALS

THIS AGREEMENT, made this ____ day of _____, 2000, by and between the White Mountain Apache Tribe (hereinafter "TRIBE") and Southern Arizona Legal Aid, Inc. (SALA), an Arizona non-profit corporation authorized to engage in the practice of law in the State of Arizona, and doing business on the Fort Apache Indian Reservation in Whiteriver, Arizona, under the name of White Mountain Apache Legal Services (hereinafter "ATTORNEYS" or "SALA" as the case may be).

WHEREAS the TRIBE wishes to continue providing public defender services for persons residing within the territorial jurisdiction of the White Mountain Apache Tribe who are subject to the criminal jurisdiction of the TRIBE; and

WHEREAS, SALA maintains a legal services office within the boundaries of the Fort Apache Indian Reservation, known as White Mountain Apache Legal Services (WMALS), and is willing to provide public defender services in the Tribal Court for persons residing within the Fort Apache Indian Reservation who are subject to the criminal jurisdiction of the Tribal Court, and the TRIBE and SALA having reached agreement for the provision of said public defender services, it is hereby agreed as follows:

AGREEMENT

1. The TRIBE hereby contracts with, retains, and employs ATTORNEYS in the matters hereinafter described.
2. It shall be the duty of ATTORNEYS to provide direct public defender legal services in adult criminal matters in Tribal Court, irrespective of financial eligibility as required under the Legal Services Corporation criteria, and to provide secretarial support for said public defender attorneys. The funds identified herein shall not be utilized for the payment of support staff for legal services but only for attorney time in the representation of defendants charged with crimes within the criminal jurisdiction of the TRIBE.
3. ATTORNEYS shall be subject to State and Tribal rules governing professional ethics in the performance of the duties required of them under this Agreement, as determined by the Tribal Judicial Code.

4. In consideration of the services to be rendered, SALA shall receive \$46,000.00 for the contemplated one-year term of this Agreement. Payment shall be made semi-annually in the amount of \$23,000.00 each, provided, however, that \$4,000.00 of the \$46,000.00 shall be withheld until the eleventh month of the Agreement for payment of legal services for co-defendants in conflict situations. If after eleven months of the Agreement, there still remains some conflict defense funds still unexpended, the balance of the \$4,000.00 shall be remitted to SALA as payment for legal services rendered. ATTORNEYS shall continue to provide monthly billing statements as provided under prior contract. In no event, except for the funds described below in Paragraph 5, shall the compensation described by this paragraph be less than \$42,000.00 or more than \$46,000.00, unless made with the express written approval of the Tribal Council of the White Mountain Apache Tribe.

5. In addition to the \$46,000.00 contract sum above described, the TRIBE shall pay Steven D. Blaine \$874.00 for conflict-defense fees incurred in 1999 which exceeded the conflict fund for that year.

6. Given that Paula King, the SALA attorney assigned as public defender, has now been assigned additional management duties in connection with a recent major expansion of SALA's overall service territory, the parties contemplate the possibility that her combined duties as public defender and as a SALA managing attorney may exceed her work capacity to perform both responsibilities.

7. In order to provide Ms. King a manageable workload, the parties have agreed that public defender services shall not longer include representation in juvenile court, except by brief advice service or upon referral by the juvenile judge. The parties have also agreed that Ms. King may decline motion service as she deems fit, and may temporarily shut down intake if her caseload reaches maximum capacity, again at Ms. King's discretion. Ms. King shall advise the TRIBE in advance of any temporary shutdown of intake, and likewise advise the TRIBE when intake is reopened.

8. If Ms. King finds that her combined responsibilities require too great a workload to perform both satisfactorily, the parties contemplate probable modification of this Agreement to ensure continued public defender services. Alternatives may include hiring of an assistant, whom Ms. King shall train to be the Tribe's defense advocate, or an orderly transfer of public defender services to another attorney or legal organization, as the parties may decide is most feasible. Ms. King shall keep the Tribe advised as her combined responsibilities develop.

9. No assignment of the obligation of this Agreement, in whole or in part, shall be made without the prior written consent of the Tribal Council or its authorized representative, nor shall any assignment or encumbrance be made of any interest of the ATTORNEYS in the compensation to be paid under this Agreement without such consent and approval. If such an assignment of the obligations of this Agreement, or assignment of the encumbrance of any interest in the compensation to be paid is made in violation of the provisions of this paragraph, this Agreement

may be terminated at the option of the TRIBE and no ATTORNEY having any interest in the Agreement or in the fee provided herein shall be entitled to any compensation whatsoever for any services rendered or expenses incurred subsequent to the date of termination.

10. This Agreement may be terminated by either party by giving sixty (60) days written notice to the other party, and if the Agreement shall be so terminated, SALA shall receive such compensation as the TRIBE or its representative determines equitably to be due to date of termination after consultation with SALA.

11. ATTORNEYS shall provide a fully-licensed Arizona attorney as defined in Paragraph 13 of this Agreement to perform public defender services under this Agreement for persons subject to the criminal jurisdiction of the White Mountain Apache Tribal Court. ATTORNEYS agree to provide in the aggregate, no less than 1200 hours of attorney legal services, or approximately 100 hours per month. Nothing in this Agreement shall prevent ATTORNEYS in their discretion, from distributing the 1200 hours within their attorney staff, so long as the 1200 hours of legal services is provided within the Agreement year, which for purposes of this Agreement shall commence January 1, 2000 and terminate December 31, 2000.

12. ATTORNEYS stipulate that they are fully licensed members in good standing of the State Bar of Arizona, and, to the best of their knowledge, no disciplinary proceedings have been instituted against them by a bar association of any jurisdiction of the United States or its territories, including tribal courts, which are pending and/or unresolved, and they have not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

13. Each of ATTORNEYS, their employees, agents, affiliates, or subcontractors, will act solely as independent contractors in performing the work. Nothing herein shall be construed to create the relationship of employer and employee, principal and agent, partners or joint venturers between TRIBE and ATTORNEYS or their employees, agents, affiliates, or subcontractors. Except as specifically provided, ATTORNEYS will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature, in the name of or on behalf of TRIBE. SALA, their agents, affiliates or subcontractors shall pay all salaries, wages, expenses, payments pursuant to Workers' Compensation laws, Social Security taxes, federal and state unemployment taxes and any other similar payroll taxes relating to the performance of this Agreement.

14. Should the TRIBE receive a client complaint about ATTORNEYS' performance of public defender services, the complaint shall be referred to ATTORNEYS for internal resolution of the dispute, either informally with Ms. King or through SALA's client grievance procedure.

15. The validity and construction of this Agreement shall be governed by the contract laws of the White Mountain Apache Tribe, and any disputes arising hereunder shall be subject to the exclusive jurisdiction of the Courts of the White Mountain Apache Tribe. The execution and performance of this Agreement shall take place within the exterior boundaries of the Fort Apache Indian Reservation.

IN WITNESS WHEREOF, the parties have executed this Agreement in two counterparts, each of which shall be deemed an original on the date first written above.

DONE in Whiteriver, Arizona on the Fort Apache Indian Reservation.

WHITE MOUNTAIN APACHE TRIBE
("TRIBE")

SOUTHERN ARIZONA LEGAL AID, INC.
("SALA") ("ATTORNEYS")

By: _____

Dallas Massey, Sr.
Tribal Chairman
P.O. Box 1150
Whiteriver, AZ 85941

Date: _____

By: _____

Paul D. Julien
Executive Director
64 E. Broadway Blvd.
Tucson, AZ 85701

Date: _____

By: _____

Frank Johnny Endfield, Jr.
Vice Chairman
P.O. Box 700
Whiteriver, AZ 85941

Date: _____

By: _____

Paula D. King
Managing Attorney, WMALS
P.O. box 1030
Whiteriver, AZ 85941

Date: _____