



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

(Approving Temporary Acting Tribal Attorney Employment Agreement with Anthony Lee)

- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe is empowered to act in all matters that concern the welfare of the Tribe; and
- WHEREAS,** the Legal Department is currently understaffed with the former Tribal Attorney resignation and the Assistant Tribal Attorney on Administrative Leave; and
- WHEREAS,** the Tribal Council needs to temporarily appoint an attorney to the Acting Tribal Attorney position until a qualified candidate is recruited; and
- WHEREAS,** the Tribal Council appointed the temporary Deputy Tribal Attorney, Anthony Lee, to the position of Acting Tribal Attorney on August 8, 2008 by Tribal Council Resolution; and
- WHEREAS,** Anthony Lee presently works at Apache Behavioral Health Services, Inc., an entity of the Tribe, and can only dedicate two (2) weeks per month (plus other time as needed) to assist the Tribe, and the Tribal Council recognizes that Anthony Lee's work will be part time and temporary until other attorneys are recruited to the Tribe's Legal Department; and
- WHEREAS,** Anthony Lee now requests that the Tribal Council approve a Temporary Acting Tribal Attorney Employment Agreement by and between the Tribe and Anthony Lee, attached hereto; and
- WHEREAS,** Anthony Lee also requests that he be paid out for all work he performed as a temporary Deputy Tribal Attorney and upon acceptance of the Temporary Acting Tribal Attorney Employment Agreement, his position as temporary Deputy Tribal Attorney shall be changed to that of temporary Acting Tribal Attorney; and
- WHEREAS,** the Tribal Council finds that Anthony Lee should not work on or be involved in that certain dispute between former Tribal Attorney Alexander Ritchie and the Tribe and the matter between the Tribe and Wambli Sina Win, as he needs to be neutral and assisting the Tribe with the duties outlined in the Temporary Acting Tribal Attorney Employment Agreement; and
- WHEREAS,** the Tribal Council finds that it is in the best interest of the Tribe to approve the Temporary Acting Tribal Attorney Employment Agreement, effective August 8, 2008 and honor Anthony Lee's request detailed herein.

Resolution No. 08-2008-191

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby:

1. Approves the Temporary Acting Tribal Attorney Employment Agreement, effective August 8, 2008.
2. Approves and authorizes that Anthony Lee be paid for all work he performed as the temporary Deputy Tribal Attorney.
3. Approves Anthony Lee's title change to that of temporary Acting Tribal Attorney.
4. Directs Anthony Lee to not work on or be involved in that certain dispute between former Tribal Attorney Alexander Ritchie and the Tribe and the matter between the Tribe and Wambli Sina Win, as he needs to be neutral and assisting the Tribe with the duties outlined in the Temporary Acting Tribal Attorney Employment Agreement.
5. Directs that in the event of any inconsistency between this Resolution and any prior Resolutions, Policies or Agreements, this Resolution shall prevail.
6. The Chairman, or in his absence, the Vice Chairwoman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on August 11, 2008, duly adopted by a vote of SEVEN for and ONE against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (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).

David Johnson
ACTING Chairman of the Tribal Council

Michael Antonio
ACTING Secretary of the Tribal Council

TEMPORARY ACTING TRIBAL ATTORNEY EMPLOYMENT AGREEMENT

This Temporary Acting Tribal Attorney Employment Agreement ("Agreement"), is entered into as of the 8th of August, 2008 at Whiteriver, Arizona, by and between the White Mountain Apache Tribe ("WMAT") of the Fort Apache Indian Reservation, Whiteriver, Arizona and Anthony J Lee ("Acting Tribal Attorney") of P.O. Box 3931, Pinetop, Arizona 85935.

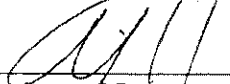
In consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. **Duties.** It shall be the duty of Acting Tribal Attorney to supervise the Legal Department, delegate and/or hire temporary attorneys to address litigation, prosecutorial, contractual, and other demands, attend Tribal Council meetings as needed, draft and review contracts, resolutions, and needed correspondence and memoranda, review the Legal Department mail and recruit attorneys for vacant positions (hereinafter referred to as "Services").
2. **Compensation.** For and in consideration of all services rendered under this Agreement, WMAT shall compensate Acting Tribal Attorney as follows:
 - A. **Hourly rate.** Acting Tribal Attorney shall receive compensation at the rate of One Hundred Dollars (\$100.00) per hour for Services rendered. Acting Tribal Attorney shall submit an invoice showing hours worked every two weeks to the Tribal Treasurer for payment.
 - B. **Expenses.** WMAT shall reimburse Acting Tribal Attorney for necessary expenses that he incurs performing his duties exclusively for the WMAT which are legitimate business expenses as defined under all applicable WMAT policies and procedures. Acting Tribal Attorney shall present to WMAT an itemized account of such expenses in such form as WMAT may require. Employment of Acting Tribal Attorney under this Agreement shall be subject to provisions set forth in the WMAT's Personnel Policies, as may be amended, including any such policies governing employee travel and reimbursement.
 - C. **NO Employee Benefits.** Acting Tribal Attorney shall at all times during the term of this Agreement be a temporary employee of the WMAT and shall NOT be entitled to employee benefits
 - D. **Professional Liability.** Acting Tribal Attorney shall be covered by the WMAT's Professional Liability insurance for work performed on behalf of the WMAT.
 - E. **Cellular Telephone and Laptop.** WMAT shall provide Acting Tribal Attorney with a cellular telephone (PDA) and laptop computer (with broadband card and access) for use on behalf of the WMAT during his employment under this Agreement, and WMAT shall pay the costs associated with such business use.
3. **Duration of Agreement.** This Agreement shall be in effect for a period of thirty (30)

days commencing on August 8, 2008, and shall automatically renew monthly unless either party decides to terminate this Agreement at any time for any reason.

4. **No conflict.** It is accepted and acknowledged that the Acting Tribal Attorney is employed by Apache Behavioral Services, Inc., ("ABHS") an entity of the WMAT, and Acting Tribal Attorney may not represent the WMAT on a giving issue in the event there is a conflict of interest between WMAT and ABHS on that issue.
5. **Entire Agreement.** This Agreement contains all of the agreements between the parties relating to the matters set forth in this Agreement. The parties have no other agreements relating to those matters, written or oral. No modification or waiver of this Agreement will be valid unless it is in writing and signed by both of the parties.

ANTHONY J LEE

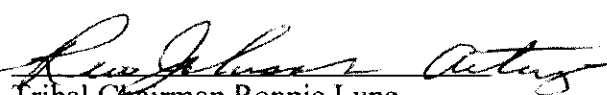


Anthony J Lee

8/12/08

Date

WHITE MOUNTAIN APACHE TRIBE



Tribal Chairman Ronnie Lupe

8-12-08

Date