



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

(Approving Legal Services Agreement between the White Mountain Apache Tribe and Higgins & Hesse, L.L.C. for Legal Representation Regarding Various Matters)

WHEREAS, pursuant to Article IV, Section 1(a) of the Constitution of the White Mountain Apache Tribe, *inter alia*, the Tribal Council has the authority to represent the Tribe and act in all matters that concern the welfare of the Tribe; and

WHEREAS, the Acting Tribal Attorney has this day presented a Legal Services Agreement between the White Mountain Apache Tribe and Higgins & Hesse, L.L.C., as attached and incorporated by this reference; and

WHEREAS, the Acting Tribal Attorney recommends that the Tribe retain Higgins & Hesse, L.L.C. to represent the Tribe in various matters, including but not limited to, agreement review, prosecution of criminal matters in Tribal Court as well as representation before other courts, agencies or bodies, rendering advice on legal matters, legal research, review and preparation of documents and correspondence, development and review of legislation, laws, codes, ordinances and policies for the Tribe, along with any other tasks the Tribe may request; and

WHEREAS, upon review and after consideration of the terms and conditions expressed in the proposed Legal Services Agreement, the Tribal Council finds that the Agreement is in the best interests of the Tribe; and

WHEREAS, given the fact that there is only one part-time attorney currently in the Legal Department and the urgency of the need for assistance, the Tribal Council further finds that the Legal Services Agreement with Higgins & Hesse, L.L.C. needs to be considered and made outside of its regularly scheduled meeting; and

WHEREAS, the Tribal Council further finds that: (1) this Resolution may be voted upon by signature of a member of the Tribal Council where a signature indicates a vote for this Resolution, (2) the Tribal Council Secretary should attempt to obtain signatures for members of the Tribal Council personally, (3) no signature would mean that the respective Tribal Council member is against this Resolution, (4) the Tribal Council Secretary should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

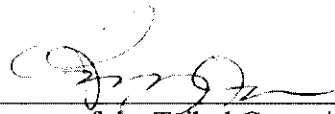
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Legal Services Agreement between the Tribe and Higgins & Hesse, L.L.C., as attached and incorporated by this reference, is hereby approved.

Resolution No. 09-2008-214

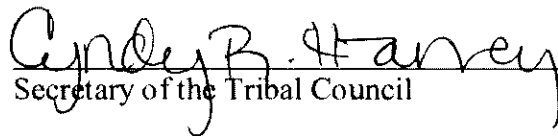
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that given the urgency of the request described herein, this Resolution may be voted upon as follows: (a) by signature of a member of the Tribal Council, including the Chairman of the Tribal Council and the Vice-Chairwoman of the Tribal Council, where a signature indicates a vote for this Resolution, (b) the Tribal Council Secretary shall attempt to obtain signatures for members of the Tribal Council personally, (c) no signature shall mean that the respective Tribal Council member is against this Resolution, (d) the Tribal Council Secretary should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature, and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that 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 September 3, 2008, duly adopted by a vote of SEVEN for and ZERO 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), (d), (i), (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

LEGAL SERVICES AGREEMENT


This legal services agreement (the "Agreement") is made and entered into by and between the White Mountain Apache Tribe, a federally recognized Indian tribe (the "Tribe"), and Higgins & Hesse, L.L.C., an Arizona limited liability company, (the "Firm") for the purpose of providing to the Tribe assistance and representation on designated general civil matters and for services for prosecution of criminal matters in the Tribal Court. In consideration of the mutual promises, covenants, conditions and restrictions set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Engagement of Services. The Tribe hereby engages the Firm to represent the Tribe in the following matters:
 - a. General Civil Matters. The Tribe engages the Firm to represent the Tribe in general legal matters as assigned by the Tribe, and which may include, but are not limited to, representation before courts, tribunals, agencies or other bodies, advising the Tribe on legal matters, legal research, review and preparation of documents, preparation of correspondence, the development and review of legislation, laws, ordinances and policies for the Tribe, and such other tasks as the Tribe may request.
 - b. Criminal Prosecution. The Tribe engages the Firm to represent the Tribe in the prosecution of criminal matters in the jurisdiction of the White Mountain Apache Tribal Court, as assigned by the Tribe.
2. Reporting. The Firm, in the performance of services hereunder, shall report to and be subject to the direction of the Tribal Attorney or such other person as designated by the Tribal Council.
3. Charges for Legal Work. Charges for the legal services for the general civil matters shall be billed at an hourly rate of \$150.00 per hour. Charges for the legal services for the criminal prosecution shall be billed at an hourly rate of \$125.00 per hour.
4. Travel Charges. All necessary travel time will be billed at one-half the hourly rate plus mileage at the prevailing Tribal rate for the use of private vehicles, and if there is no established Tribal rate, at the rate established by current IRS regulation. The Tribe will not be billed for travel between the Firm's office in Pinetop and the Tribal offices in Whiteriver.
5. Billing. The Firm will send billing statements to the Tribe on a monthly basis. Invoices are due within fourteen (14) days of receipt. If payment is not received within that time period, the invoice may be subject to a late charge computed at the periodic rate of one and one-half percent (1.5%) per month, or at the annual percentage rate of eighteen percent (18%) per annum.

6. Other Expenses. In addition to the payment of fees described above, the Tribe shall reimburse the Firm for all expenses incurred in connection with the performance of the duties hereunder, including but not limited to, licensing fees for the admission to the Tribal Court, meals and lodging for necessary travel, express mail charges, transcription charges, and the costs of employing expert assistance on the Tribe's behalf. Expenses incurred by the Firm on behalf of the Tribe will be included in billing statements sent to the Tribe. For certain extraordinary expenses the Firm reserves the right to require advance payment from the Tribe.
7. Term. This Agreement shall be in effect for a term of one year from the agreement and acceptance date indicated below, unless terminated by either party. Either party may terminate the term of this Agreement by delivering written notice of such termination at least thirty (30) days prior to the proposed date of termination. If an invoice remains unpaid and past-due for more than thirty (30) days, the Firm may immediately terminate the Agreement by delivering written notice to the Tribe.
8. Insurance. The Firm shall maintain professional liability insurance for the attorneys providing services under this Agreement.
9. Attorney Practice. All legal work performed for the Tribe will be done by attorneys licensed to practice law in the State of Arizona and in conformity with the rules governing the conduct of attorneys licensed by the State Bar of Arizona. George Hesse will be the attorney primarily responsible for the services pertaining to the general civil matters performed pursuant to the Agreement. Robert Hitchcock will be the attorney primarily responsible for the services pertaining to the criminal prosecution performed pursuant to the Agreement. From time to time, and in consultation with the Tribe, other attorneys from the Firm may perform legal work pursuant to the Agreement.

ACCEPTED AND AGREED TO THIS ____ day of _____, 2008.

White Mountain Apache Tribe

By:  8-5-08
Signature Date

Higgins & Hesse, L.L.C., an Arizona limited liability company

By: _____
Signature Date

Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No. 09-2008-214^{2/24}_{cm} initiated the 3rd day of September 2008. Presented Personally by Tribal Council Secretary (TCS)-Indicated by Initials

Ronnie Lupe
Tribal Chairman
Date Signed _____ TCS Initials _____

Margaret Baha-Walker
Vice Chairwoman
Date Signed _____ TCS Initials _____

Arnold Beach, Sr.
District I Council Member
Date Signed _____ TCS Initials _____

Evangelina Gatewood
Evangelina Gatewood
District I Council Member
Date Signed 9/7/08 TCS Initials cm

Victoria Brewer
Victoria Brewer
District II Council Member
Date Signed 9/7/08 TCS Initials cm

Robert Lupe Sr
Rubert Lupe, Sr.
District II Council Member
Date Signed 9-4-08 TCS Initials cm

Alvin DeClay Sr
Alvin DeClay, Sr.
District III Council Member
Date Signed 09/05/08 TCS Initials _____

Kirk Massey Sr
Kirk Massey, Sr.
District III Council Member
Date Signed 9/3/08 TCS Initials cm

Noland Clay
Noland Clay
District IV Council Member
Date Signed 9/5/08 TCS Initials cm

Wayne Colelay Jr
Wayne Colelay, Jr.
District IV Council Member
Date Signed 9-4-08 TCS Initials cm

Reno Johnson, Sr.
District IV Council Member
Date Signed _____ TCS Initials _____

ATTEST:
Cyndy R. Harvey
Cyndy R. Harvey, Tribal Council Secretary
Date Signed 9.8.08