



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

(Appointing Victor Velasquez to the position of Chief of Government Services)

- WHEREAS,** pursuant to Article IV, Section 1(a) of the Constitution of the White Mountain Apache Tribe, 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 Tribe is currently experiencing a difficult financial hardship that will effect all tribal employees unless the Tribal Council implements cost saving measures and/or identifies a source of revenue for the Tribe ; and
- WHEREAS,** the Tribe's 638 Programs and Departments are out of compliance with their federal requirements and are therefore not billing the federal government appropriately (they are in fact months, if not, a year behind in their billing), which adds considerably to the Tribe's deficit; and
- WHEREAS,** due to this non-compliance, the Tribe's 638 Programs and Departments bill the federal government on a reimbursement basis, instead of a preferred advanced funding basis, and this causes the Tribe to incur an initial cost that places the Tribe in an undue hardship; and
- WHEREAS,** the Tribe needs to remedy this problem immediately because the Tribal Treasurer has informed the Tribal Council that due to decreased cash flow (in part due to the Casino separation), there will be a problem meeting the Tribal payroll in the next few weeks; and
- WHEREAS,** the position of Chief of Government Services has been vacant for several months, and this position provided supervision over the Tribe's Departments and Programs, including the Grants and Contracts Department; and
- WHEREAS,** given the emergency nature of the Tribe's financial situation, the Tribal Council finds that the position of Chief of Government Services needs to be filled immediately so that the issues identified herein can be remedied; and
- WHEREAS,** the Tribal Council further finds that Victor Velasquez should be re-appointed to this position, subject to the attached Employment Agreement, and given the authority to address the Tribe's 638 Contract non-compliance and to work on bringing the Tribe's 638 Programs and Departments to a preferred advanced funding basis; and
- WHEREAS,** this authority should include the power to hire temporary and permanent employees to assist with the Tribe's 638 programs, and the power to discipline and terminate Department heads and other employees that are in non-compliance with 638 requirements; and
- WHEREAS,** given the urgency of the Tribe's financial situation, the Tribal Council further finds that this appointment needs to be considered and made outside of its regularly scheduled meeting; and

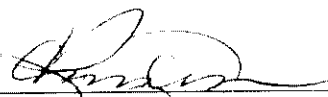
Resolution No. 10-2008-235

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.

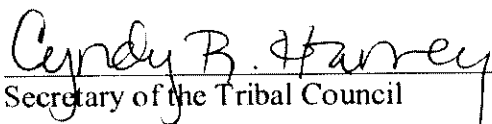
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby:

1. Appoints Victor Velasquez as the Chief of Government Services, approves the attached Employment Agreement, and gives him the authority to address the Tribe's 638 Contract non-compliance and to work on bringing the Tribe's 638 Programs and Departments to a preferred advanced funding basis, and this authority shall include the power to hire temporary and permanent employees to assist with the Tribe's 638 programs, and the power to discipline and terminate Department heads and other employees that are in non-compliance with 638 requirements.
2. Directs that 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.
3. Directs that in the event of any inconsistency between this Resolution and any prior Resolutions, Policies or Agreements, this Resolution shall prevail.
4. Authorizes the Chairman, or in his absence, the Vice-Chairwoman to sign all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on October 7, 2008, duly adopted by a vote of SIX 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), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe on 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



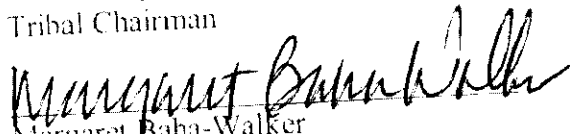
Secretary of the Tribal Council

Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No. 10-2008-235 initiated the 7th day of October 2008. Presented Personally by Tribal Council Secretary (TCS)-Indicated by Initials

TCS Initials


Ronnie Lupe
Tribal Chairman

Date Signed


Margaret Baha-Walker
Vice Chairwoman

10/08/08
Date Signed

cm TCS Initials


Arnold Beach, Sr.
District I Council Member

10/08/08
Date Signed

cm TCS Initials

TCS Initials

Evangeline Gatewood
District I Council Member

Date Signed

TCS Initials

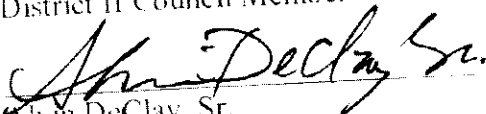
Victoria Brewer
District II Council Member

Date Signed

TCS Initials

Rubert Lupe, Sr.
District II Council Member

Date Signed


Alvin DeClay, Sr.
District III Council Member


10-08-08
Date Signed

cm TCS Initials

TCS Initials


Kirk Massey, Sr.
District III Council Member

Date Signed


Noland Clay
District IV Council Member

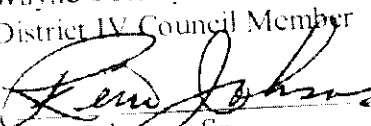
10/8/08
Date Signed

cm TCS Initials


Wayne Coleclay, Jr.
District IV Council Member

10-8-08
Date Signed

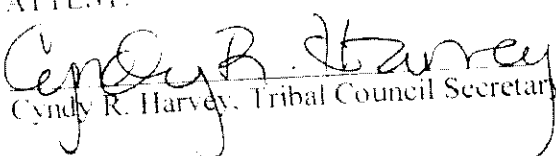
cm TCS Initials


Reno Johnson, Sr.
District IV Council Member

10-8-08
Date Signed

cm TCS Initials

ATTEST:


Cindy R. Harvey, Tribal Council Secretary

10.10.08
Date Signed

CHIEF OF GOVERNMENT SERVICES EMPLOYMENT AGREEMENT

This Chief of Government Services Employment Agreement ("Agreement"), is entered into as of the ___ of October, 2008 at Whiteriver, Arizona, by and between the White Mountain Apache Tribe ("WMAT") of the Fort Apache Indian Reservation, Whiteriver, Arizona and Victor Velasquez ("Chief of Government Services") of P.O. Box 1120, Whiteriver, Arizona 85941.

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

1. **Duties.** It shall be the duty of the Chief of Government Services to supervise all tribal programs and departments that receive federal and state funding to ensure that they are in compliance with all federal and state requirements and shall hire temporary and permanent employees as needed to address these requirements and shall discipline and/or terminate Directors and employees that are in non-compliance (hereinafter referred to as "Services").
2. **Compensation.** For and in consideration of all services rendered under this Agreement, WMAT shall compensate Chief of Government Services as follows:
 - A. **Salary.** Chief of Government Services shall receive an annual salary of \$85,000.00 for Services rendered, plus a Cost of Living Adjustment of 5% at the annual anniversary of the commencement of this Agreement.
 - B. **Expenses.** WMAT shall reimburse Chief of Government Services 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. Chief of Government Services shall present to WMAT an itemized account of such expenses in such form as WMAT may require. Employment of Chief of Government Services 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 Health Benefits.** Chief of Government Services shall at all times during the term of this Agreement be a permanent full-time employee of the WMAT, entitled to sick and annual leave, however, he shall not receive health benefits, retirement and life insurance benefits.
 - D. **Professional Liability.** Chief of Government Services shall be covered by the WMAT's Professional Liability insurance for work performed on behalf of the WMAT.
 - E. **Cellular Telephone and Tribal Vehicle.** WMAT shall provide Chief of Government Services with a cellular telephone and a tribal vehicle, with a gas

card, for use on behalf of the WMAT during his employment under this Agreement, and WMAT shall pay the costs associated with such business use.

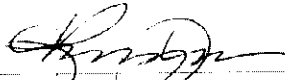
3. **Duration of Agreement.** This Agreement shall be in effect for a period of one year commencing on October 13, 2008, and shall automatically renew unless either party decides to terminate this Agreement upon thirty days written notice prior to the end of the then-existing term. In the event that WMAT terminates this Agreement without cause prior to the end of the then-existing term, WMAT shall pay the Chief of Government Services the remaining of his annual salary for that term.
4. **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.

VICTOR VELASQUEZ

Victor Velasquez

Date

WHITE MOUNTAIN APACHE TRIBE



Tribal Chairman Ronnie Lupe

Date