

Tribe

RESOLUTION OF PAPAGO COUNCIL

RESOLUTION NO. 1371

WHEREAS, the Papago Tribe of Arizona entered into a written retainer agreement with Edward B. Berger, Attorney at Law, engaging his legal services as general counsel for the Papago Tribe, and

WHEREAS, said agreement has been amended from time to time, and

WHEREAS, Mr. Berger is engaged in extensive negotiations for the economic development of the San Xavier portion of the Papago Reservation, and

WHEREAS, it is desirable from the Tribe's viewpoint to permit him to continue performing the legal services and negotiations necessary for the San Xavier project and it is in the best interest to the Tribe to have said Attorney perform the services on this project on a contingency basis, and

WHEREAS, it is the desire of the parties to amend the Tribal Attorney's retainer agreement to begin as of July 1, 1964 and to end June 30, 1967 so as to place this contract on the same fiscal year as that of the Papago Tribal Council, and

WHEREAS, it is desirable for the Papago Tribe to pay to the Tribal Attorney a monthly retainer with a maximum limitation for all services performed to the amount of Eight Thousand Five Hundred Dollars (\$8,500.00).

NOW, THEREFORE, let it be resolved, that the Papago Tribal Council hereby orders and directs the Tribal Officials to enter into a retainer agreement with Edward B. Berger, Tribal Attorney, said written agreement to contain the following amendments:

1. The term of the Tribal Attorney's agreement shall remain in force and effect for a period of three (3) years beginning July 1, 1964 and ending on June 30, 1967. The contract may be terminated by either party giving thirty (30) days written notice by the other party, the Secretary of the Interior or his authorized representative or the Area Director.

2. The hourly rate for legal services rendered to the Tribe shall be Twenty Dollars (\$20.00) per hour with a maximum limitation of Eight Thousand Five Hundred Dollars (\$8,500.00), per year in the total amount for services and for reimbursement for approved expenses incurred by him during any fiscal year.

3. The Tribal Attorney shall receive as a retainer the amount of Seven Hundred Dollars (\$700.00), per month each and every month, but in no event shall this exceed the maximum limitation figure as stated above. During the semi-annual billing an adjustment shall be made as to the amounts received, by said Tribal Attorney, as compared to the work actually performed and expenses incurred.

4. Where necessary the Tribal Council may, by resolution, permit the Tribal Attorney to perform legal services on a contingency basis in an amount to be determined by said Council. Said legal fees received as a result of contingent fee matters shall not be considered in the above maximum limitation provision.

5. The legal services to be performed and negotiations carried on for the economic development of the San Xavier portion of the Papago Reservation shall be handled by said Tribal Attorney on a contingency basis to wit:

Twelve (12) percent of the net profits derived from any Tribal Venture which has resulted from the legal services and negotiations of said Tribal Attorney.

6. In connection with the San Xavier Community Development project, it is further understood that said Tribal Attorney may bill the proposed Joint Venture

for legal services rendered on behalf of the Papago Tribal Enterprise with the understanding that said Tribal Attorney shall receive an amount for legal services rendered, whichever is the greater, not to exceed twelve (12) percent of the net profits.

7. Effective immediately no further time shall be billed to the Papago Tribe by the Tribal Attorney for the legal services performed in connection with the San Xavier Economic Development. It is hereby understood and agreed that the within retainer agreement between the Tribe and Edward B. Burger, Attorney, shall in no way bind, or be enforceable against, the San Xavier District or the owners of the land to be involved in the San Xavier Economic Development.

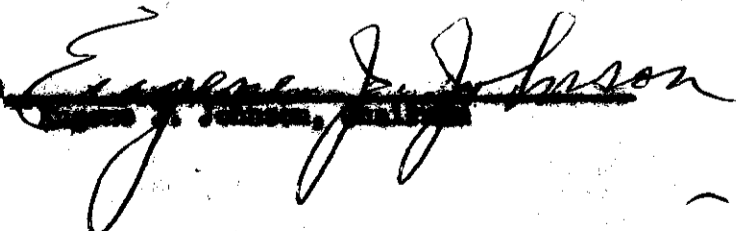
8. In order to afford the Tribe an opportunity to be reimbursed for those legal services already rendered by the Tribal Attorney on the San Xavier project, it is further agreed that if and when a contract or agreement is entered into by the Papago Tribal Enterprise (Papago Tribe) and Mr. Mason and Hayes Company, or any other interested parties the Tribal Attorney shall bill the Joint Venture now contemplated, for the services rendered to date, which will afford an opportunity to reimburse the Tribe, and bill the Joint Venture for legal services rendered on behalf of the Papago Tribal Enterprise in the future. It is further understood that in the event the entire San Xavier Development project fails to come into being, then the Tribe will not be billed for any time spent or legal services rendered by the Tribal Attorney.

9. No assignment of the obligations of this contract, in whole or in part, shall be made without the consent, previously obtained of the Tribal Council and the approval of the Secretary of the Interior or his authorized representative nor shall any assignment or encumbrance be made of any interest of the ATTORNEY in the compensation to be paid under this contract, without such consent. Provided, That if such an assignment of the obligations of this contract, or 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 or the TRIBE, and no attorney having any interest in the contract or in the fee provided herein shall be entitled to any compensation whatever for any services rendered or expenses incurred subsequent to the date of such termination.


10. The ATTORNEY 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 semi-annually and at such other times as may be requested by the Secretary of the Interior or his authorized representative.


The foregoing Resolution was duly enacted by the Papago Council on July 10, 1964 with a vote of 12 for, 0 against, and 10 not voting, during a meeting at which a quorum was present, pursuant to authority vested in the Council by Section 2 (b) and Section 3 (a) of Article V of the Constitution and By-Laws of the Papago Tribe ratified by the TRIBE on December 12, 1936, and approved by the Secretary of the Interior on January 6, 1937, (Stat. 906), pursuant to Section 16 of the Act of June 18, 1936. Said resolution is effective as of the date of its approval by the Superintendent of the Papago Agency and is subject to rescission by the Secretary of the Interior, pursuant to Section 6 of Article V of the Constitution and By-Laws of the Papago Tribe.

THE PAPAGO COUNCIL

By: 
Eugene J. Johnson, Chairman

JUL 20 1964


Edna E. Mason, Secretary


Thomas I. E. Clark, Superintendent

APPROVED: _____