

RESOLUTION OF THE PAPAGO TRIBAL COUNCIL
Tribal Attorneys Contract 1983-1985

RES. NO. 131-83

1 WHEREAS, the Papago Tribe has retained the law firm of Strickland and
2 Altaffer under a General Counsel Contract dated August 25, 1981,
3 (Symbol H50C1420-Contract No. 2421); and
4 WHEREAS, said General Counsel Contract was amended by Amendment to General
5 Counsel Contract dated June 14, 1982, pursuant to Resolution No.
6 73-82 of the Papago Council; and
7 WHEREAS, said General Counsel Contract expires on the 24th day of September,
8 1983, and the law firm of Strickland and Altaffer has performed
9 its duties under said contract proficiently and competently; and
10 WHEREAS, it is the desire of the Papago Tribe to retain the law firm of
11 Strickland and Altaffer as general counsel for an additional two-
12 year period.

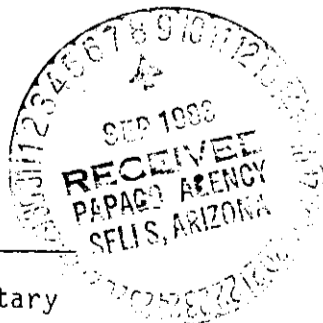
13 NOW, THEREFORE, BE IT RESOLVED by the Papago Council that the law firm of
14 Strickland and Altaffer be employed by the Papago Tribe under and
15 pursuant to the terms of the attached General Counsel Contract,
16 and any amendments or extension thereof, and the Chairman and
17 Secretary of the Papago Council are hereby authorized and directed
18 to execute said Contract for and on behalf of the Papago Tribe.

19 The foregoing Resolution was duly enacted by the Papago Council on the 7th
20 day of September, 1983, at a meeting at which a quorum was present with a
21 vote of 1180.0 for; 107.0 against; 153.0 not voting; and 2 absent,
22 pursuant to the authority vested in the Papago Council by Section 2 (b) and
23 Section 3 (a) and (h) of Article V of the Constitution and By-laws of the
24 Papago Tribe of Arizona as amended, ratified by the Papago Tribe on December
25 12, 1936, and approved by the Secretary of the Interior on January 6, 1937,
26 pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984). Said
27 Resolution is effective as of the date of its approval by the Superintendent
28 of the Papago Agency and is subject to review by the Secretary of the Interior.

THE PAPAGO COUNCIL

25 ATTEST:

26 Ida L. Jose
27 Ida L. Jose,
28 Acting Tribal Secretary



Josiah Moore
Josiah Moore, Chairman

29 RESOLUTION APPROVED this 9 day of Sept, 19 83.

30 Curtis C. Nordwall
31 Curtis C. Nordwall,
32 Superintendent, Papago Agency

GENERAL COUNSEL'S CONTRACT

1 THIS AGREEMENT, made and entered into as of the 8th day of
2 September, 19 83, by and between the PAPAGO TRIBE OF ARIZONA, and law
3 firm of STRICKLAND & ALTAFFER, Attorneys at Law, with offices at Tucson,
4 Arizona.

4 WITNESSETH:

5 1. That the PAPAGO TRIBE OF ARIZONA, hereinafter referred to as
6 the TRIBE, under the authority vested therein by Resolution of the Papago
7 Council adopted on the 7th day of September, 19 83, which is here-
8 unto attached and made a part hereof, hereby contracts with, retains and
9 employs the law firm of STRICKLAND & ALTAFFER as Attorneys in the matters
10 hereinafter mentioned.

11 2. It shall be the duty of the law firm of STRICKLAND & ALTAFFER,
12 hereinafter referred to as the ATTORNEYS, to act as general counsel for and
13 on behalf of the TRIBE and appear as such before all Federal and State
14 Courts, Tribunals, Departments, Agencies and Committees of the Congress and
15 the State Legislature, to attend meetings of the Papago Council, and to
16 advise with and give legal assistance to the TRIBE, the Papago Council and
17 the District Councils, and to their committees, subordinate organizations
18 and officers. General Counsel duties shall not be deemed to include and
19 will not include any services in connection with tribal claims against the
20 United States or the Ak-Chin Indian Community.

21 3. The ATTORNEYS, in the performance of the duties required of
22 them under this contract, shall be subject to the supervision and direction
23 of the Papago Council of the Papago Tribe.

24 4. The ATTORNEYS, subject to the approval of the Papago Council
25 and the Secretary of the Interior or his authorized representative, may
26 employ for work hereunder such attorney or attorneys as they may select;
27 provided, that neither the TRIBE nor the Government is to owe any additional
28 compensation by reason of such employment, all compensation of such employed
29 counsel to be paid by the Attorneys out of any compensation which they may
30 receive.

31 5. In consideration of the services to be rendered, the ATTORNEYS
32 shall receive as attorneys' fees a compensation of \$68.00 per hour, payable
monthly, plus all necessary and reasonable expenses, including long distance
telephone calls and telegraph, printing of documents, photostats, traveling
expenses, mileage expenses (at the rates established by the TRIBE from time
to time), and such like expenses (but not including office expenses such as
rent, light, heat and stenographic or clerical services). The expenses paid
by the TRIBE shall not exceed \$15,000.00 per annum, and both the fees and
expenses paid by the TRIBE shall not exceed \$198,600.00 per annum, unless
additional amounts are authorized by the Tribal Council and approved by the
Secretary of the Interior or his authorized representative. Any fees and

1 expenses payable to the ATTORNEYS for services rendered to subsidiary organi-
2 zations of the TRIBE having independent budgetary authority and budgets, such
3 as the Papago Tribal Utility Authority, the Papago Farming Authority and
4 O'Odham Construction and Materials Co, shall be the legal obligations of, and
5 shall be billed directly to, and paid by such subsidiary organizations from
6 funds available to them under their independent budgets, and shall not be
7 subject to, or part of the foregoing annual limitations on fees and expenses,
8 provided, however, that such subsidiary organizations shall not in the
9 aggregate pay fees in excess of \$20,000.00 per annum and expenses in excess
10 of 2500.00 per annum, unless additional amounts are authorized by the Tribal
11 Council and approved by the Secretary of the Interior or his authorized
12 representative. Except in emergency situations, advance approval shall be
13 obtained for all such additional amounts. Payment of compensation and
14 reimbursement of expenses shall be made only upon the submission of proper
15 vouchers and approval of the Secretary of the Interior or his duly authorized
16 representative. Expenses shall be itemized and verified by the ATTORNEYS and
17 shall also be approved by the Treasurer of the TRIBE or subsidiary organi-
18 zation, as the case may be.

19 6. No assignment of the obligations of this contract, in whole or in
20 part, shall be made without the consent previously obtained of the Papago
21 Council and approval of the Secretary of the Interior or his authorized
22 representative, nor shall any assignment or encumbrance be made of any
23 interest of the ATTORNEYS in the compensation to be paid under this contract,
24 without such consent, Provided, that if such an assignment of the obligations
25 of this contract, or assignment of encumbrance of any interest in the
26 compensation to be paid is made in violation of the provisions of this para-
27 graph, the contract may be terminated at the option of the Secretary of the
28 Interior or of the TRIBE, and no attorney having any interest in the contract
29 or in the fee provided herein shall be entitled to any compensation whatever
30 for any services rendered or expenses incurred subsequent to the date of
31 termination.

32 7. The death of the ATTORNEYS shall terminate this contract unless
there is left surviving one attorney or more who is a party to or holds an
interest therein under an assignment duly approved by the Papago Council and
the Secretary of the Interior or his authorized representative, in which
event such surviving attorney or attorneys shall serve as the ATTORNEYS under
this contract until it expires or is terminated in accordance with the term
thereof.

8. This contract may be terminated by either party by giving 30 days
written notice to the other party, the Secretary of the Interior or his
authorized representative, and to the Area Director, and if the contract
shall be so terminated, the ATTORNEYS shall receive such compensation as

1 the Secretary of the Interior or his authorized representative may determine
2 equitable to be due to date of termination.

3 9. It is mutually understood and agreed that payment of compensation
4 and expenses under the terms of this contract shall be contingent, (1) upon
5 availability of funds in the tribal treasury or upon an appropriation by
6 Congress from tribal funds held by the United States to the credit of the
7 TRIBE for fees and expenses incurred by the TRIBE under the terms of this
8 contracts, and (2) upon availability of funds in the respective budgets of
9 the TRIBE's subsidiary organizations for fees and expenses incurred by them
10 under the terms of this contract.

11 10. The ATTORNEYS shall render to the TRIBE, or to the respective
12 subsidiary organizations of the TRIBE, and to the Secretary of the Interior
13 or his authorized representative written reports of the services rendered
14 to the TRIBE and to its subsidiary organizations not less frequently than
15 semi-annually and at such other times as may be requested by the TRIBE, by
16 its subsidiary organizations, or the Secretary of the Interior or his
17 authorized representative.

18 11. ATTORNEYS stipulate that they are fully licensed members in good
19 standing of the Bar of the State of Arizona, and to the best of their
20 knowledge no disciplinary proceedings have been instituted against them by
21 any Bar Association of any jurisdiction of the United States or its
22 territories which are pending and/or unresolved and they have not been
23 disbarred or suspended from practice of law in any jurisdiction in the
24 United States or its territories.

25 12. This contract shall be in force for a period of two years
26 starting September 25, 1983, and shall be effective upon the date of
27 approval by the Secretary of the Interior or his authorized representative.

28 IN WITNESS WHEREOF, the PAPAGO TRIBE has caused this Agreement to be
29 executed by its Chairman and Secretary duly authorized, and ATTORNEYS by
30 William E. Strickland, as of the day and year first above written.

31 THE PAPAGO TRIBE OF ARIZONA

32 By: Josiah Moore
JOSIAH MOORE, Chairman

ATTEST:

Alta L. Jones
Secretary

ATTORNEYS:
STRICKLAND & ALTAFFER

By: William E. Strickland
WILLIAM E. STRICKLAND

Moved: Carmen Mattias

SUBJECT- Attorney's Contract

Second: Nicklos Jose

Resolution 131-83

Date: September 07, 1983

or
Ordinance # _____

Districts	Representatives	No. of Votes	For	Against	Not Voting	Absent
BABOQUIVARI 203	1. Kenneth Chico, Sr. (Donald Harvey) 2. Joann Garcia (Edward N. Kisto)	101.5 101.5	X			X
CHUKUT KUK 138	1. Harriet Toro (Lawrence Jose) 2. Rosemary Lopez (Anita C. Clark)	69.0 69.0	X X			
GU ACHI 150	1. Fernando Joaquin (Fred Adams, Jr.) 2. Angelo J. Joaquin (Jonas R. Robles)	75.0 75.0	X X			
GU VO 107	1. Alvin Virgil Lewis (Henry F. Manuel) 2. Cross Antone (Fern E. Salcido)	53.5 53.5		X X		
HICKIWAN 122	1. Delma Garcia (Archie Pilone) 2. Henry A. Ramon (Pablo Baptisto)	61.0 61.0	X X			X
PISINEMO 105	1. Johnson Jose (Frank Garcia) 2. Lamando Francisco (Chester Antone)	52.5 52.5	X X			
SAN LUCY 51	1. Albert Gomez (Jeannie Morris) 2. John Reino (Max P. Jose)	25.5 25.5	X X			X
SAN XAVIER 121	1. John Lewis (Carmelita Mattias) 2. John B. Narcho (Austin Nunez)	60.5 60.5	X X			
SCHUK TOAK 103	1. Jo Ann Francisco (Priscilla G. Domingo) 2. Ramon Campillo, Jr. (Joseph Juan)	51.5 51.5		X		X
SELLS 235	1. Fred Stevens (Dennis Jose) 2. Andrew Patricio (Nora Alvarez)	117.5 117.5	X X			
SIF OIDAK 105	1. Nicklos Jose (Alice Norris) 2. Elliot Lewis (Eugene F. Jose)	52.5 52.5	X X			
TOTALS		1440.0	1,180.0	107.0	153.0	2