

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

- WHEREAS, the Tribal Council by previous resolution, approved a contract for the employment of JOE C. ELLIOTT as an expert consultant to investigate and evaluate certain tribal claims; and
- WHEREAS, said contract, a copy of which is attached hereto and incorporated by reference, expired on December 31, 1985; and
- WHEREAS, the Tribal Council wishes to extend and amend this contract for a period of one year effective December 31, 1985, unless sooner terminated, as provided therein; and
- WHEREAS, the extension of said contract for one year will not entail any additional cost to the White Mountain Apache Tribe and that there are unexpended monies from the original contract still available to pay Joe C. Elliott.
- BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby extends the Expert Consultant Contract of JOE C. ELLIOTT for a period of one year effective December 31, 1985, to terminate on December 31, 1986, unless sooner terminated as provided therein.
- BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Chairman, and in his absence the Vice Chairman, to execute any and all documents necessary to extend the above contract.

The foregoing resolution was on March 11, 1986, duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (a, f, i, & k) of the Amended Constitution and Bylaws of the Tribe, ratified by the Tribe on June 27, 1958, and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council



Secretary of the Tribal Council

ADDENDUM
AND EXTENSION TO CONTRACT FOR
EMPLOYMENT OF EXPERT CONSULTANT ASSISTANCE
BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
JOE C. ELLIOTT

This is an Addendum and Extension to the Contract for Employment of Expert Consultant Assistance entered into between THE WHITE MOUNTAIN APACHE TRIBE and JOE C. ELLIOTT on June 24, 1985.

WITNESSETH:

WHEREAS, the period of the Contract for Employment of Expert Assistance commenced on June 1, 1985 and terminated on December 31, 1985; and

WHEREAS, the Contract provides that the term of the Contract may be extended upon request of JOE C. ELLIOTT and the ATTORNEY, with the consent of the TRIBE; and

WHEREAS, pursuant to Resolution No. 86- , duly passed by the Tribal Council of the White Mountain Apache Tribe on _____, 1986, the Tribe consents to the requested one year extension of the contract.

NOW THEREFORE, the TRIBE and JOE C. ELLIOTT agree as follows:

1. The Contract for Employment of Expert Consultant Assistance shall be amended by the inclusion of the following:

(a) All data collected shall remain the property of the TRIBE and shall be delivered over to the TRIBE upon demand by either the Chairman of the TRIBE or the ATTORNEY.

(b) This Contract shall be governed by the laws of the White Mountain Apache Tribe and any disputes arising from this Contract shall be litigated in the White Mountain Apache Tribal Court.

2. The Contract for Employment of Expert Consultant Assistance entered into between the WHITE MOUNTAIN APACHE TRIBE and JOE C. ELLIOTT on June 24, 1985 shall be extended for a period of one (1) year; commencing on January 1, 1986 and terminating on December 31, 1986 unless sooner terminated as provided in the Contract.

3. All other terms of the Contract shall remain in full force and effect for the term of this extension and the parties shall be bound by all terms and conditions thereof.

IN WITNESS WHEREOF, the parties have executed this contract
this _____ day of _____, 1986.

ATTEST:

WHITE MOUNTAIN APACHE TRIBE

Mary C. Endfield
Tribal Council Secretary

Ronnie Lupe, Chairman
White Mountain Apache Tribe

Signed on behalf of the TRIBE on the ____ day of _____, 1986.

EXPERT CONSULTANT:

JOE C. ELLIOTT

Date: _____

WITNESS _____

APPROVED BY ATTORNEY:

William H. Veeder

CONTRACT

FOR

EMPLOYMENT OF EXPERT CONSULTANT ASSISTANCE

THIS CONTRACT is made by and between the WHITE MOUNTAIN APACHE TRIBE (THE "TRIBE") and JOE C. ELLIOTT, with his principal place of business located at 835 Eighth Street, Helena, Montana 59601.

WITNESSETH:

WHEREAS, the TRIBE is prosecuting several claims against the United States, including claims for but not limited to: (a) damages arising out of mismanagement of the TRIBE'S lands and the grazing and other natural resources and enterprises of the Fort Apache Reservation; and (b) for damages or compensation for other wrongs, including the wrongful use, diversion or appropriation of tribal property belonging to the TRIBE; and

WHEREAS the TRIBE is represented in these claims by Attorney William H. Veeder, Attorney of Record; and

WHEREAS, the purpose of the litigation is to obtain full and equitable recoveries and other relief for the TRIBE, there is a need to consult with and obtain expert assistance in evaluating certain of the claims; and

WHEREAS, for purpose of litigation and preparation of evidence and testimony for defense of the TRIBE'S claims, there is a need to consult with and obtain expert assistance in evaluating range, forest, hydrology and plant ecology; and

WHEREAS, after careful consideration, the ATTORNEY has concluded that JOE C. ELLIOTT is well qualified to perform necessary expert services which are required in investigating and evaluating certain of the tribal claims and has accordingly, selected JOE C. ELLIOTT to perform such services and has recommended to the TRIBE the ratification of employment of, and the engaging of the services, pursuant to the terms of a formal contract providing, inter alia, for the payment of the compensation for the services and reimbursement of the expenses; and

WHEREAS, the ATTORNEY is of the opinion that the terms and provisions of this contract are in the best interests of the TRIBE and are fair and equitable; and

WHEREAS, the TRIBE is willing to enter into a contract engaging the services of JOE C. ELLIOTT in accordance with the terms and provisions hereinafter set forth:

NOW THEREFORE, the TRIBE and JOE C. ELLIOTT hereby agree to perform and to continue to perform appropriate services requested by the ATTORNEY or his technical representative in connection with the investigation, analysis and evaluation of the tribal claims for purposes of assisting the ATTORNEY in litigation including any and all court appearances or other appearances as an expert for the ATTORNEY.

The TRIBE agrees to compensate for all services performed under this contract on an hourly basis plus any out-of-pocket expenses such as subsistence, transportation, professional services, printing, equipment rental, maps, charts, and photo costs, engineer's supplies, postage and telephone costs as set forth hereinafter: provided, however that it is understood and stipulated that, in the absence of the written consent of the TRIBE, the total compensation to be paid by the TRIBE shall not exceed the sum of Thirty-Two Thousand Two Hundred Dollars (\$32,200.00) and provided further, however, that, unless the TRIBE gives its written consent to compensation in an amount in excess of Thirty-Two Thousand Two hundred Dollars (\$32,200.00), JOE C. ELLIOTT shall not be obligated to perform any further services under this contract when the total compensation paid and payable has amounted to Thirty-Two Thousand Two Hundred Dollars (\$32,200):

(a) the hourly rate of compensation in performing services under this contract shall be as follows:

Professional	\$40.00 per hour
Clerical	\$15.00 per hour

The TRIBE further agrees to reimburse for non-labor out-of-pocket expenses which are reasonably and necessarily incurred in performance of services under this contract; including:

(a) actual traveling expenses (including transportation costs and subsistence) while away from office and home performing services hereunder; and

(b) expenses of printing, microfilming, photographing of documents maps and charts and reports furnished to the ATTORNEY; and

(c) long distance telephone calls and telegrams; and

(d) fees for data searched, postage, supplies, equipment rental, maps, charts and photo costs, engineer's supplies, telephone, etc.

Payment of the aforesaid compensation and reimbursement of expenses as provided in Paragraph 2 and 3 hereof, shall be made upon the submission of proper itemized statements and the approval of the Tribal Chairman or his authorized representative, the Administrative Manager. The contractor shall submit each statement to the Administrative Manager who shall certify thereon that the services rendered and expenses incurred were, to the best of his knowledge, necessary and reasonable, and in accordance with the terms of this contract.

No assignment of the obligations of this contract, in whole or in part, shall be made without the consent previously obtained of the TRIBE, or this authorized representative of the TRIBE; nor shall any assignment or encumbrance be made of any interest in the compensation to be paid under this contract without such consent.

This contract may be terminated at any time, on behalf of the TRIBE by the TRIBE or by the ATTORNEY, or by JOE C. ELLIOTT upon thirty (30) days written notice; and, if the contract is so terminated:

(a) JOE C. ELLIOTT shall be entitled to compensation for all services and reimbursement for all expenses as provided herein up to the time that termination becomes effective.

This contract shall be effective as of June 1, 1985, upon approval of the contract by the Chairman of the White Mountain Apache Tribe, and shall continue in force and effect until December 31, 1985, unless sooner terminated, as provided herein.

This contract may be extended for additional periods of one year each upon request by JOE C. ELLIOTT and the ATTORNEY, with consent of the TRIBE.

IN WITNESS WHEREOF, the parties have executed this contract this 24 day of June, 1985.

ATTEST:

WHITE MOUNTAIN APACHE TRIBE

Mary C. Endfield
Mary C. Endfield
Tribal Council Secretary

Ronnie Lupe
Ronnie Lupe, Chairman
White Mountain Apache Tribe

Signed on behalf of the TRIBE of the 24 day of June, 1985

by: Joe C. Elliott
JOE C. ELLIOTT

Date: 6-14-85

WITNESS Walter J. Wetstein

APPROVED BY ATTORNEY

William H. Veeder
William H. Veeder

contract.b