

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

- WHEREAS,** the Tribal Council on September 14, 2001 adopted Resolution No. 09-2001-257 which extended the expert consultant contracts for Mike Watson d/b/a Watson Engineering, Inc. and Michael Kaczmarek, employed by Morrison-Maierle, Inc., for an additional three years and said contract extensions will expire on September 30, 2003; and
- WHEREAS,** expert consultants Michael Watson and Michael Kaczmarek have continued to update and complete an inventory of the Tribe's surface and ground waters in the Salt River and Little Colorado River drainages with emphasis on the preparation of a groundwater model, imperative for the protection of the Tribe's senior and paramount, aboriginal, and otherwise reserved claims and rights to the base flow of the Salt River, the source of which is the Trans-Basin Coconino and other aquifers; and
- WHEREAS,** water rights consultants Watson and Kaczmarek have also continued preparation of technical and legal findings and exhibits describing the Tribe's resources and management alternatives, the evaluation of surface water, groundwater, range, forest, geology and plan ecology, preparation of maps and exhibits and updates hereto, and other services provided for in their respective contracts entered into on June 30, 1995 with the White Mountain Apache Tribe in relation to the Tribe's water rights claims and the Gila River and Little Colorado River General Stream Adjudications; and
- WHEREAS,** consultants Watson and Kaczmarek have also provided expert consulting services pursuant to a 638 Contract between the White Mountain Apache Tribe and the BIA through a subcontract with Morrison-Maierle, Inc., for the Miner Flat Dam Project and it is now appropriate to specify that the expert consultant contract with Mike Watson for his work on the Miner Flat Dam Project be separated from the Morrison-Maierle contract for accounting and billing purposes; and
- WHEREAS,** consultants Watson's and Kaczmarek's professional services in regards to the Miner Flat Dam project have been paid from the Miner Flat Dam 638 Contract in accordance with the scope-of-work and amendments thereto in the 638 Contract between the Tribe and the BIA; and
- WHEREAS,** the source of funding for consultants Watson and Kaczmarek, for services rendered, has been and will continue to be, depending on the nature of the work performed, from (a) the Miner Flat Dam 638 Contract; (b) BIA Water Resources Planning, Management and Predevelopment Contract Services grants; and © from BIA Water Rights Litigation and Negotiation Program grants; and
- WHEREAS,** payment to Messrs. Watson and Kaczmarek will generally be dependent upon funding from the foregoing federally funded sources, but may include payment from Tribal funds, but only if the Tribal Council budgets funds therefore, in FY

03/04, or during the duration of the three year extension of Mike Watson's and Mike Kaczmarek's consulting expert contracts; and

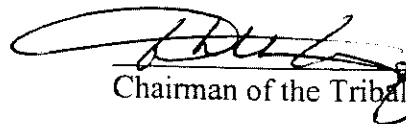
WHEREAS, the Tribal Council concludes that approving the expert consultant contract addendums between the Tribe and Watson Engineering, Inc., and Morrison-Maierle, Inc., as attached hereto, is essential for the protection of the Tribe's prior and paramount, aboriginal and other reserved water rights, and for the planning, management and development of its water resources, for the Tribe's ongoing preparation of its water rights claim, completion of a trans-basin groundwater model to defend the Tribe's priceless water rights from off-Reservation groundwater pumpers, and to otherwise assist and consult with the Tribe's water rights team and the Tribal Council on water rights development, negotiation, litigation, and completion of the Miner Flat Dam Project for a dependable drinking water supply for the Tribe; and

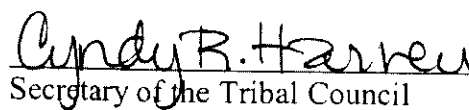
WHEREAS, the Tribal Council hereby approves the addendums to the 1995 contracts for Mike Watson and Morrison-Maierle (Mike Kaczmarek) in the form and content attached hereto and incorporated by referenced herein.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the expert consultant Addendums to the consultant contracts for Mike Watson, d/b/a Watson Engineering, Inc. and Morrison-Maierle, Inc. for Michael Kaczmarek's services, for an additional three years commencing September 30, 2003 and expiring on September 30, 2006, in conformity with the form and content of the contract addendums attached to this Resolution and incorporated by reference herein.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman, and, in his absence, the Vice Chairman, to execute the contract addendums attached and incorporated by reference herein.

The foregoing resolution was on August 13, 2003, duly adopted by a vote of TEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (i), (s), (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

**ADDENDUM TO
CONTRACT FOR EMPLOYMENT OF
EXPERT CONSULTANT ASSISTANT
(MORRISON-MAIERLE, INC.)**

This is an Addendum to the Contract entered into on June 30, 1995, between the WHITE MOUNTAIN APACHE TRIBE ("Tribe") and MORRISON-MAIERLE, INC. ("MM"). This Addendum is authorized by Resolution No. 08-2003-203 in accordance with the terms and conditions of said Contract and pursuant to said terms and conditions as follows:


1. The total additional compensation provided for by this Addendum shall be paid to MM from the following sources depending upon the task performed:
 - (a) Miner Flat Dam 638 Contract between the White Mountain Apache Tribe and the Department of Interior/BIA;
 - (b) BIA Water Resources Planning, Management, and Predevelopment Contract Services grant funds;
 - (c) BIA Water Rights Litigation and Negotiation Program funds;
 - (d) Tribal funds, but only if specifically budgeted by the White Mountain Apache Tribe for the Tribe's Water Resources Development, Litigation and Negotiation.
2. Compensation provided by this Addendum shall be paid to MM for consulting services provided by Geohydrologist, Mike Kaczmarek for the purpose of, but not necessarily limited to, completing the Miner Flat Dam Project, to update, complete and inventory the Tribe's surface waters and groundwater in the Salt River and Little Colorado River drainages, including preparation of technical and legal findings and exhibits describing the Tribe's resources and management alternatives, evaluation of surface water, groundwater, range, forest, geology and plant ecology, preparation of maps and exhibits, and other services provided for in the Contract of 1995, and for services in relation to the ongoing Gila River and Little Colorado General Stream Adjudications.
3. For services rendered, MM shall continue to be paid the following rates: Senior Hydrologist, Michael Kaczmarek, shall be compensated at the rate of \$101.63 per hour; Assistant Hydrologist to Michael Kaczmarek at \$76.23 per hour; and Staff Engineers at the rate of \$66.58 per hour.
4. MM shall submit invoices for services rendered on a monthly basis which shall designate the specific account for which the invoice should be billed: (a) Miner Flat

Dam 638 Contract; (b) BIA Water Resources Planning, Management and Predevelopment Contract Services grant funds; (c) BIA Water Rights Litigation and Negotiation Program funds. MM services shall not be billed to the WMAT Water Resources, Development, Litigation and Negotiation account until such time as the Tribal Council advises MM that it has established such an account with a budget therefore.

5. The 1995 Contract between the Tribe and MM and provisions therein are hereby extended for an additional three year period to expire September 30, 2006, and said 1995 Contract shall remain in full force and effect, except as to those specific provisions set forth in this Addendum, which shall supercede any conflicting provisions in the 1995 Contract.

Executed this _____ day of _____, 2003.

WHITE MOUNTAIN APACHE TRIBE

By 
Dallas Massey, Sr. Tribal Chairman

ATTEST:

Cyndy R. Harvey
Secretary

MORRIS-MAIERLE, INC.

By _____
James A. Maierle, President

ATTEST:

Secretary

**ADDENDUM TO
CONTRACT FOR EMPLOYMENT OF
EXPERT CONSULTANT ASSISTANT
(WATSON ENGINEERING, INC.)**

This is an Addendum to the contract entered into on June 30, 1995, between the WHITE MOUNTAIN APACHE TRIBE ("Tribe") and WATSON ENGINEERING, INC. ("WE"). This Addendum is authorized by Resolution No. 08-2003-203 in accordance with the terms and conditions of said Contract and pursuant to said terms and conditions as follows:


1. The total additional compensation provided for by this Addendum shall be paid to WE from the following sources depending upon the task performed:
 - (a) Miner Flat Dam 638 Contract between the White Mountain Apache Tribe and the Department of Interior/BIA;
 - (b) BIA Water Resources Planning, Management, and Predevelopment Contract Services grant funds;
 - (c) BIA Water Rights Litigation and Negotiation Program funds;
 - (d) Tribal funds, but only if specifically budgeted by the White Mountain Apache Tribe for the Tribe's Water Resources Development, Litigation, and Negotiation.
2. Compensation provided by this Addendum shall be paid to WE for consulting services provided by Mike Watson for the purpose of, but not necessarily limited to, completing the Miner Flat Dam Project, to update, complete and inventory the Tribe's surface waters and groundwater in the Salt River and Little Colorado River drainages, including preparation of technical and legal findings and exhibits describing the Tribe's resources and management alternatives, evaluation of surface water, groundwater, range, forest, geology and plant ecology, preparation of maps and exhibits, and other services provided for in the Contract of 1995, and for services in relation to the ongoing Gila River and Little Colorado General Stream Adjudications.
3. For services rendered after September 30, 2003, WE shall be compensated at the following rates: for Mike Watson, \$100.00 per hour; Engineering Technician, \$35.00 per hour; and Clerical at \$30.00 per hour.
4. WE shall be responsible for submitting invoices for services rendered on a monthly basis which shall designate the specific account for which the invoice should be billed: (a) Miner Flat Dam 638 Contract; (b) BIA Water Resources Planning,

Management, and Predevelopment Contract Services grant funds; (c) BIA Water Rights and Litigation and Negotiation Program funds. WE's services shall not be billed to the WMAT Water Resources, Development, Litigation, and Negotiation account until such time as the Tribal Council advises WE that it has established such an account with a budget therefore.

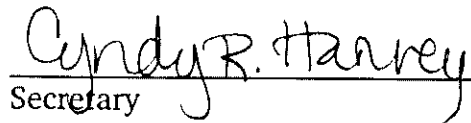
5. The 1995 Contract between the Tribe and WE and provisions therein are hereby extended for an additional three year period to expire September 30, 2006, and said 1995 Contract shall remain in full force and effect, except as to those specific provisions set forth in this Addendum which shall supercede any conflicting provisions in the 1995 Contract.

Executed this _____ day of _____, 2003.

WHITE MOUNTAIN APACHE TRIBE

By  _____
Dallas Massey, Sr. Tribal Chairman

ATTEST:


Secretary

WATSON ENGINEERING, INC.

By _____
Thomas M. Watson, President

ATTEST:

Secretary