



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

(Renewing Professional Services Agreement between White Mountain Apache Tribe and Consulting Hydrologist, Dr. Laurel Lacher for a one-year term beginning October 1, 2008)

WHEREAS, pursuant to Article IV, Section 1(a) of the Constitution of the White Mountain Apache Tribe, *inter alia*, 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 formerly employed Laurel Lacher as the Tribal Hydrologist for six years from 1996 to 2002 and, since 2002, as a consulting hydrologist; and

WHEREAS, Dr. Lacher has, over the course of these twelve years, helped to develop the Tribe's Hydrology and Water Resources Program to be an invaluable part of the Tribe's natural resources programs, and has provided, and continues to provide many important technical services related to water quantity and water quality, including service as a key technical member of the Tribe's water rights team; and

WHEREAS, the Tribe's Division of Natural Resources has proposed renewing Dr. Lacher's Professional Services Agreement, originally approved October 1, 2002, which authorizes services for an additional one-year term, subject to available funds and appropriations; and

WHEREAS, the Tribal Council finds that Dr. Laurel Lacher's assistance for hydrology related consulting is in the best interests of the Tribe and its water rights.

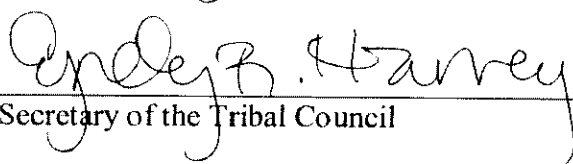
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves Amendment No.6 to the Professional Services Agreement between Dr. Laurel Lacher, consulting hydrologist, and the White Mountain Apache Tribe for an additional term of one year starting on October 1, 2008.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice Chairwoman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on **NOVEMBER 19, 2008** duly adopted by a vote of **FOUR** for and **TWO** against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the 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 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

Resolution No. 11-2008-271B

**Amendment Number 6
Professional Service Agreement**

WHEREAS, the White Mountain Apache Tribe and Laurel Lacher, PhD, entered into a professional services agreement, the "Agreement," for hydrology consulting as authorized under Tribal Council Resolution 09-2002-246; and

WHEREAS, effective October 1, 2002, authorized services for a one-year term, subject to renewal for one-year terms; and

WHEREAS, the parties wish to renew the Agreement for a one-year term.

THEREFORE, the parties agree as follows:

1. The Professional Service Agreement between the White Mountain Apache Tribe and Laurel Lacher, PhD, dated October 1, 2002 and attached herein, is hereby renewed for an additional one-year term, beginning October 1, 2007.
2. Attachment A, Payment Section shall be modified to state the following:

CONSULTANT shall be paid at a rate of \$75 per hour for services rendered, except as may be otherwise agreed for specific projects of limited duration. CONSULTANT shall provide TRIBE with a written invoice of service provided before payment is made.

TRIBE agrees to pay CONSULTANT within 30 days of receiving written invoice.

CONSULTANT shall be reimbursed at actual cost, following delivery of receipts, for pre-approved expenses incurred by CONSULTANT, in performance of services, provided that reimbursement for pre-approved travel expenses shall be as follows:

1. CONSULTANT shall be reimbursed at prevailing Federal mileage reimbursement rates for travel in CONSULTANT's personal vehicle.
2. CONSULTANT shall be reimbursed at prevailing Federal per diem rates for meals for each travel day, or portion thereof.
3. CONSULTANT shall be reimbursed for actual cost of lodging, except that CONSULTANT, at her option, may be reimbursed at a rate of \$80 per day for meals and lodging during visits by CONSULTANT to the Fort Apache Indian Reservation, in lieu of reimbursement for hotel lodging cost and per diem.

All other terms and conditions in the Agreement remain unchanged and in effect.

AGREED this ____th day of _____, 2008.

WHITE MOUNTAIN APACHE TRIBE

By 

Ronnie Lupe, Tribal Chairman

By _____

Laurel Lacher, PhD, Consultant