



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

**(Extension to Expert Consultant Contract for Watson Engineering, Inc.)**

**WHEREAS,** the Tribal Council adopted Resolution No. 11-2008-271 which extended the expert consultant contract for Mike Watson d/b/a Watson Engineering, Inc. ("WE") until September 30, 2012; and

**WHEREAS,** expert consultant Mike Watson has provided valuable expert advice in regards to 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 and other water quantification analyses, all of which has been imperative for the protection of the Tribe's 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 consultant Mike Watson has prepared technical and legal findings and exhibits describing the Tribe's resources and management alternatives, the evaluation of surface water, groundwater, range, forest, geology and plant ecology, preparation of maps and exhibits and updates thereto, and other services provided for in his contract 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, including a water budget in support of the Tribe's water use rights and the Project Extension Report for the Miner Flat Dam Project; and

**WHEREAS,** consultant Mike Watson's services and expertise will be required after September 30, 2012, to assist in the implementation of the WMAT Quantification Agreement and Legislation and especially to be consulted and in the 638 Cooperative Agreement between the Secretary of the Interior by and through the Bureau of Reclamation and the White Mountain Apache Tribe for the planning, engineering and design of the reservation-wide Miner Flat Dam Rural Drinking Water System other water related development and water rights legal and technical matters; and

**WHEREAS,** consultant Mike Watson's professional services in regards to the Miner Flat Dam project have been previously 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 (said grant funds have since been expended); the BIA Water Resources Planning, Management, and Pre-Development Contract Services grant funds (N3420 funds); BIA Water Rights Litigation and Negotiation Program Funds (R3120 funds); and EPA Master Drinking Water Plan funds; and

**WHEREAS,** the source of funding to pay consultant Mike Watson for his consulting services for the 638 Cooperative Agreement between the BOR and the WMAT for the Engineering,

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Planning and Design of the Miner Flat Dam Drinking Water System will be from pre-award and startup funds from the 638 Cooperative Agreement between the WMAT and the BOR; and

**WHEREAS,** payment to Mike Watson will be dependent upon availability of funding from the foregoing listed federally funded sources, but may include payment from Tribal funds, but *only* if the Tribal Council appropriates funds therefore during the duration of this one year contract extension of Mike Watson's consulting expert contract approved herein; and that lacking any written authorization and appropriation of Tribal funds for his services, the Tribe shall not be liable to Mike Watson doing business as WE for any fees or expenses in access of the federal funding sources listed in, and described in this resolution; and

**WHEREAS,** Mike Watson shall provide the Tribal Council with reports as requested of his expenditures by and through the Office of the Tribal Chairman and Tribal Director of Water Resources who will administer his Contract during the term of this one year contract extension; and

**WHEREAS,** the Tribal Council concludes that approval of an extension of the expert consultant contract between the Tribe and Watson Engineering, Inc., as attached hereto, and which incorporates the reporting requirements and other terms expressed in this Resolution, is essential for the protection of the Tribe's prior and paramount, aboriginal and otherwise reserved water use rights, and for the planning, management and development of its water resources, for implementation of the Tribe's Quantification Agreement and successful administration of the 638 Cooperative Agreement between the WMAT and the BOR for the planning, engineering, and design of the miner flat dam rural water, and to provide advice as needed regarding the Tribe's water rights, 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.

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby approves an extension of the expert consultant contract for Mike Watson, d/b/a Watson Engineering, Inc., ("WE") for an additional one-year commencing September 30, 2012, and expiring on September 30, 2013, in conformity with the form and content of the contract extension attached hereto and incorporated by reference herein.


**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall govern.

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

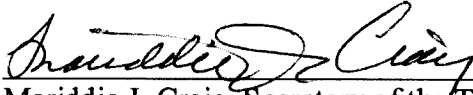
The foregoing resolution was on **SEPTEMBER 27, 2011** duly adopted by a vote of **TEN** for and **ZERO** against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (i), (s), (t), and (u) of the Constitution of the Tribe, ratified by

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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).



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Ronnie Dupe, Chairman of the Tribal Council



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Mariddie J. Craig, Secretary of the Tribal Council

**EXTENSION TO  
CONTRACT FOR EMPLOYMENT OF  
EXPERT CONSULTANT ASSISTANCE  
(WATSON ENGINEERING, INC.)**

This is an Extension to the Expert Consultant Contract entered into on June 30, 1995, between the WHITE MOUNTAIN APACHE TRIBE ("Tribe") and WATSON ENGINEERING, INC. ("WE"), which was previously extended pursuant to Tribal Council Resolution No. 11-2008-271 through September 30, 2012. This new Extension is authorized by Resolution No. [insert Res. No. ], adopted on September 27, 2011 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 Extension shall be paid to WE from the following sources and pursuant to budgets for said services as provided therein, and is subject to the availability of funds from said sources:

(a) BIA (N3420) Water Resources Planning, Management, and Predevelopment Contract Services grant funds;

(b) BIA (R3120) Water Rights Litigation and Negotiation Program funds;

(c) Bureau of Reclamation funds authorized for the design of the White Mountain Apache Rural Water System through 638 contract with the Tribe;

(d) Tribal funds, but *only* if specifically budgeted by the White Mountain Apache Tribe and only if the Tribe establishes a Tribal Water Resources Account for that purpose and identifies specific Tribal funds and an itemized budget for the use of said funds by WE.

2. Except upon prior written authorization of the Tribal Council, the Tribe shall have no liability for WE's fees and expenses beyond that budgeted for WE's services in Paragraph 1(a) through (d) above and WE shall have no obligation to provide services in excess of said budget limitation. In the event that funding greater than that provided in Paragraph 1(a) through (d) is required by WE to perform its professional services, WE shall give advance notice in writing to the Tribe that additional funding will be required. Notwithstanding said notice, the Tribe shall not be obligated to provide the additional funding in its sole discretion.

3. WE shall provide the Tribal Council with a monthly report of its expenditures by and through the office of the Tribal Director of Water Resources.

4. Compensation provided by this Extension shall be paid to WE for consulting services provided by Mike Watson, and others employed by WE, for the purpose of, but not necessarily limited to, design of the WMAT Rural Water System, to advise on technical and engineering aspects of the Tribe's water rights and development, of 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.

5. For services rendered, WE shall be compensated at the following rates: for Mike Watson, \$126.00 per hour; Engineering Technician, \$35.00 per hour; and Clerical at \$40.00 per hour. The foregoing rates shall remain as stated for the one year term of this Contract Extension through September 30, 2013. If WE intends to increase any of the hourly rates set forth herein in any future Contract Extension after the expiration of this Extension, WE shall so advise the Tribal Council in writing the reasons for any rate increase before a new Contract Extension is approved by the Tribe.

6. WE shall submit invoices for services rendered on a monthly basis which shall designate the specific account in Paragraph 1. above, for which the invoice should be billed: 1(a) BIA (340) Water Resources Planning, Management, and Pre-development Contract Services grant funds; 1(b) BIA (344) Water Rights and Litigation and Negotiation Program funds; 1(c) Bureau of Reclamation funds; and 1 (d) Tribal funds. WE's services shall not be billed to 1(d) the WMAT Water Resources account, unless and until such time as the Tribal Council advises WE that it has established such an account with a budget therefore and has entered into a written contract with WE as provided in Paragraph 1(d) of this Contract Extension.

7. The 1995 Contract between the Tribe and WE and provisions therein are hereby extended, with an effective date of September 30, 2010, for an additional one year period to expire September 30, 2013, and said 1995 Contract shall remain in full force and effect, except as to those specific provisions set forth in this Extension which shall supercede any conflicting provisions in the 1995 Contract. This Contract may be extended annually upon written agreement of the parties.

Executed this 12<sup>th</sup> day of October, 2011.

**WHITE MOUNTAIN APACHE TRIBE**

By   
Ronnie Lupe Tribal Chairman

**WATSON ENGINEERING, INC.**

By \_\_\_\_\_  
Thomas M. Watson, President