

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

WHEREAS, there is now pending before the Interior Board of Indian Appeals in Washington, D.C., Docket No. IBIA 85-27-A, entitled White Mountain Apache Tribe, appellant, v. Area Director, Phoenix Area Office, Bureau of Indian Affairs, pertaining to the disapproval by the Phoenix Area Office of an amendment to William H. Veeder's Claims Attorney Contract, Symbol No. H50C1420, Contract No. 4134; and

WHEREAS, the Interior Board of Indian Appeals has recommended that the Tribe and the Bureau of Indian Affairs resolve the dispute in the form of an amendment to the Claims Attorney Contract and that the parties negotiate settlement terms; and

WHEREAS, the Tribal Attorney, Robert C. Brauchli, has proposed for Tribal Council review, an amendment to the Claims Attorney Contract for William H. Veeder, which would insure that any attorney's fees in excess of 10% of any final judgment by settlement or otherwise in 22-H, would be repaid to the White Mountain Apache Tribe; and

WHEREAS, said amendment addresses the basic concern of the Phoenix Area Office that attorney's fees paid on an hourly basis when combined with attorney's fees claimed by the Tribe's prior claims attorneys pursuant to a contingency basis may exceed the statutory prohibition that attorney's fees not exceed 10% of any final recovery; and

WHEREAS, the Tribal Council is advised that the proposed amendment attached hereto and incorporated by reference herein must be approved by the Tribal Council and then processed by the Phoenix Area Office in order to satisfy the Interior Board of Indian Appeals' directive.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the proposed amendment to the Claims Attorney Contract for William H. Veeder to represent the Tribe in Docket No. 22-H now pending before the U.S. Claims Court.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes the Chairman and in his absence, the Vice Chairman, to execute the proposed amendment to the Claims Attorney Contract.

The foregoing resolution was on July 14, 1986, duly adopted by a vote of 8 for and 2 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (d&i) of the Amended Constitution and Bylaws of the Tribe, ratified by the Tribe 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)

Alvin Hawkins
Chairman of the Tribal Council

Meriddie J. Craig
Secretary of the Tribal Council

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FOR THE SECRETARY
MOUNTAIN APACHE TRIBE
MOUNTAIN APACHE TRIBE

AMENDMENT TO CLAIMS ATTORNEY CONTRACT

Symbol No. H50C1420

Contract No. 4134

U.S. Claims Court

Claims Docket No. 22-H

AMENDMENT TO CLAIMS ATTORNEY CONTRACT
BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
WILLIAM H. VEEDER, ATTORNEY AT LAW

This is an Amendment to the Claims Attorney Contract entered into between the White Mountain Apache Tribe (Tribe) and William H. Veeder, Attorney at Law, (Attorney) on October 5th, 1983.

This Amendment shall relate back to October 5, 1983, the commencement date of the Claims Attorney Contract. The remuneration permitted to be paid to the Attorney pursuant to this Amendment shall be retroactive to October 5, 1983.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and as set forth in the Claims Attorney Contract made and entered into October 5, 1983, said Contract is amended as follows:

(1) Paragraph 6 of the Claims Attorney Contract entered into on October 5, 1983 is hereby rescinded and is amended to read as follows: "(6) It is agreed that the Attorney shall be paid a fixed fee for his legal services in Docket 22-H at the rate of \$80.00 per hour. Said fees shall

not exceed the sum of \$5,000.00 for any one month for the term of this Contract nor shall the fees exceed in the aggregate ten percent of any final recovery. Attorney hereby agrees to repay to the Tribe any attorney's fees paid to him on an hourly basis, to the extent that said fees, if together with any contingent fee allowed by prior representation, exceeds ten percent of any recovery in Docket 22-H. Provided, that such repayment shall only be after the claims court or appellate court has made a final decision as to the apportionment of attorney's fees between the attorney and other prior claims attorneys who represented the Tribe on a contingency fee basis.

Attorney further waives any claim for attorney's fees for any final recovery awarded to the Tribe in Docket 22-H as a result of any court order, act of Congress or settlement".

(2) Paragraph 13 of the Claims Attorney Contract entered into October 5, 1983 between the Tribe and the Attorney shall be amended to read as follows:

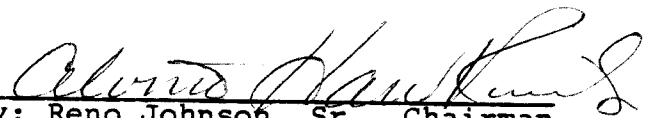
13. Subject to the approval by the Secretary of the Interior or his authorized representative, it is further agreed that this contract shall be effective for three years, commencing October 5, 1983 and shall continue until September 30, 1986, except that with the consent of the Tribe and the attorney, subject to the approval of the Secretary of the Interior or his authorized representative, the term of this contract may be extended for additional periods of three years each.

(3) All other provisions of the Claims Attorney Contract entered into on October 5, 1983, between the Tribe and the Attorney, except as expressly provided herein, shall remain in full force and effect.

This amendment is authorized by Tribal Council Resolution No. 84-261, attached hereto.

EXECUTED this ____ day of _____, 1986.

WHITE MOUNTAIN APACHE TRIBE:


By: Reno Johnson, Sr., Chairman
White Mountain Apache Tribal
Council

ATTORNEY:

William H. Veeder
Attorney at Law

ATTEST:

Mariddie J. Craig, Secretary
White Mountain Apache Tribal
Council

APPROVED:

SECRETARY OF THE INTERIOR

By. Area Director, Bureau of
Indian Affairs