

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

WHEREAS, the Tribal Council of the White Mountain Apache Tribe is authorized by virtue of its inherent sovereignty and by the Constitution of the White Mountain Apache Tribe to represent the Tribe and to act in all matters that concern the welfare of the Tribe, and to negotiate, make and perform contracts and agreements of every description, and to protect and preserve the wildlife, natural resources and water rights of the Tribe by whatever means the Tribal Council deems necessary, including by means accomplished through the employment of legal counsel selected by the Tribal Council; and

WHEREAS, the Tribal council has previously retained and employed William H. Veeder, Esq. as legal counsel to the White Mountain Apache Tribe pursuant to the "Special Counsel Attorney Contract", and this contract expired on May 31, 1994; and

WHEREAS, Mr. Veeder has represented and continues to represent the Tribe in the area of tribal water rights, Miner Flat Dam, allocation of power issues, and the northern boundary dispute; and

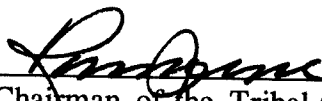
WHEREAS, the Tribal Council concludes that Mr. Veeder should be retained to continue his legal representation of the Tribe in these areas under the direction of the Tribal Council by and through its Chairman.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Special Counsel Attorney Contract between the White Mountain Apache Tribe and Mr. William H. Veeder, Esq., is hereby renewed for a period of three (3) years commencing June 1, 1994 according to the same terms and conditions set forth in the attached contract.

BE IT FURTHER RESOLVED by the Tribal Council that the Tribal Chairman of the White Mountain Apache Tribe is authorized to execute said contract and to administer the contract in accordance with existing policies of the White Mountain Apache Tribe and to do all things necessary to carry out the intent and purposes of this resolution.

Resolution No. 07-94-203

The foregoing resolution was on July 14, 1994, duly adopted by a vote of eight 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), (b), (d) and (f) 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



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
FORT APACHE AGENCY

P.O. Box 560
Whiteriver, Arizona 85941

RECEIVED

AUG 3 0 1994

OFFICE OF THE
TRIBAL CHAIRMAN
WMAT

AUG 3 0 1994

IN REPLY REFER TO:

TRIBAL OPERATIONS
(602) 338-5367

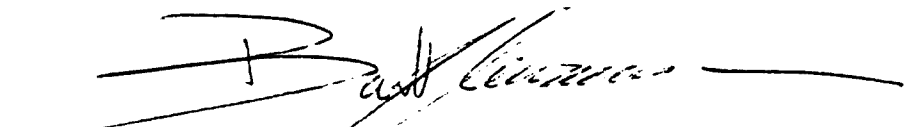
Mr. Ronnie Lupe, Chairman
White Mountain Apache Tribe
P.O. Box 1150
Whiteriver, Arizona 85941

Dear Mr. Lupe:

Enclosed is copy of letter approving the Special Counsel Contract (Symbol CMH00-Contract Number 4106) between Mr. William H. Veeder and the White Mountain Apache Tribe for a two-year period commencing June 1, 1994 and terminating on May 31, 1997.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Superintendent

Enclosures

cc. Bob [unclear]
[unclear]

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PHOENIX AREA OFFICE
P. O. BOX 10
PHOENIX, AZ 85001

RECEIVED

AUG 26 1994

FORT APACHE INDIAN AG

Tribal Government Services
(602) 379-6786

AUG 24 1994

Mr. William H. Veeder
Attorney at Law
818 18th Street, N.W.
Suite 920
Washington, D.C. 20006

Dear Mr. Veeder:

The Special Counsel Contract (Symbol CMH00 - Contract Number 4106) between you and the White Mountain Apache Tribe is hereby approved for a three-year period commencing June 1, 1994 and terminating on May 31, 1997.

The White Mountain Apache Tribal Council approved this contract through the enactment of Resolution No. 07-94-203 on July 14, 1994. The terms of this contract state that your duties as the Special Counsel are to:

-act and serve as legal representative for and on behalf of the Tribe in legal matters before any courts or tribunals, and national or local departments, agencies, committees and legislative bodies, dealing with or relating to water rights or water resources which affect any tribal interest therein; and,

-to act and serve as legal counsel within Washington, D.C., in national matters including legislative, departmental, agency or committee affairs, which affect any interests of the tribe.

The Special Counsel, in the performance of the duties required under this contract, shall be subject to the supervision and direction of the Tribal Council of the Tribe through its Chairman.

The Special Counsel duties hereunder shall not be deemed to include general counsel duties otherwise provided for by the Tribe.

-2-

It is our understanding that the Special Counsel duties under this contract may include claims against the United States.

This approval and all applicable documents are being provided to the White Mountain Apache Tribe and the Fort Apache Agency.

Sincerely,

/s/ Walter R. Mills
Area Director

Enclosures

cc: Superintendent, Fort Apache Agency
Chairman, White Mountain Apache Tribe

A P P R O V A L

The foregoing Special Counsel Contract (Symbol CMH00 - Contract No. 4106) between the White Mountain Apache Tribe and William H. Veeder, Attorney-at-Law, 818 18th Street N.W., Suite 920, Washington, D.C. 20006, is hereby approved for a three-year period commencing June 01, 1994 and ending on May 31, 1997.

Approval of this contract is in accordance with Resolution No. 07-94-203 which was enacted by the White Mountain Apache Tribal Council on July 14, 1994. Your duties as the Special Counsel are to:

-act and serve as legal representative for and on behalf of the Tribe in legal matters before any courts or tribunals, and national or local departments, agencies, committees and legislative bodies, dealing with or relating to water rights or water resources which affect any tribal interest therein; and,

-to act and serve as legal counsel within Washington, D.C., in national matters including legislative, departmental, agency or committee affairs, which affect any interests of the tribe.

The Special Counsel, in the performance of the duties required under this contract, shall be subject to the supervision and direction of the Tribal Council of the tribe through its Chairman.

The Special Counsel duties hereunder shall not be deemed to include general counsel duties otherwise provided for by the tribe.

The Special Counsel duties hereunder may include claims against the United States.

This action is pursuant to 25 U.S.C. §§81, 81, 84 and 476 under authority delegated through 10 BIAM 3.1.

AUG 24 1994

Date

/s/ Walter B. Mills

Area Director

SPECIAL COUNSEL

ATTORNEY CONTRACT

Symbol No. CMH00

Contract No. 4106

THIS ATTORNEY CONTRACT, made and entered into as of the 1st day of June, 1994, at Whiteriver, Arizona, by and between MR. RONNIE LUPE, Chairman, acting for and on behalf of the White Mountain Apache Tribe of Indians, Whiteriver, Arizona, and WILLIAM H. VEEDER, Attorney at Law, Washington, D.C.

WITNESSETH:

WHEREAS, THE WHITE MOUNTAIN APACHE TRIBE, hereinafter referred to as the TRIBE, under the authority vested therein, and acting through the Tribal Council of the White Mountain Apache Tribe, adopted Resolution No. 07-94-203 on the 14th day of July, 1994, which Resolution is attached hereto and made a part hereof, thereby authorizing the TRIBE to contract with and employ WILLIAM H. VEEDER as Special Legal Counsel, herein referred to as Special Counsel, in the matters hereinafter described; and

WHEREAS, WILLIAM H. VEEDER wishes to serve as Special Legal Counsel for the TRIBE,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. It shall be the duty of WILLIAM H. VEEDER, hereinafter referred to as SPECIAL COUNSEL, to act and serve as legal representative for and on behalf of the TRIBE in legal matters before any courts or tribunals, and national or local departments, agencies, committees and

calendar month, without the prior written approval of the Tribal Council and the Secretary of the Interior or his authorized representative.

SPECIAL COUNSEL shall additionally be paid for all necessary and reasonable expenses, including travelling expenses, long distance telephone calls and telegrams, photostat, court costs, depositions, exhibits, blueprinting, and any reproduction, title searches and like expenses; but not including expenses such as rent, light, heat and stenographical or clerical services. It is mutually agreed that in the event the SPECIAL COUNSEL should use his privately owned vehicle in the performance of his duties under this Agreement, he shall be compensated for the use of said vehicle as such rate as is established by the Tribal Council for the TRIBE. Any expenses incurred by the SPECIAL COUNSEL shall not be payable hereunder by the TRIBE in excess of Twenty Thousand (\$20,000) Dollars per annum, unless additional amounts are authorized by the Tribal Council and approved by the Secretary of the Interior or his authorized representative. Except in emergency situations, advance approval shall be obtained for such additional amounts. Payment of compensation and reimbursement of expenses incurred pursuant to this contract shall be made only upon submission of proper vouchers to the TRIBE, and subject to the approval of the Secretary of Interior or his authorized representative; provided that necessary and reasonable filing fees, bond, or related costs payable to a court or other tribunal in advance of initiating or defending the position of the TRIBE before such entity, may be paid through SPECIAL COUNSEL's account, in trust, without such prior approval.

It is further understood and agreed that the SPECIAL COUNSEL shall be reimbursed at the rate of Seventy Five Dollars (\$75.00) per day, or fraction thereof, that such attorney is away from his office in Washington, D. C. , and within the Reservation, and One Hundred Fifty Dollars

(\$150.00) per day, or fraction thereof, that said attorney is away from his office and outside of the Reservation; said sums to be paid from the expenses allowance hereinabove provided. All expense vouchers submitted hereunder shall be itemized and verified by the SPECIAL COUNSEL, and approved by the TRIBE.

5. It is understood and agreed that the compensation for services specified in Paragraph (4) constitutes compensation for services involved in the prosecution, litigation, negotiation, research or representation in congressional hearings or courts, involving trips to Arizona, or other places outside Washington, D.C., unless otherwise directed by the TRIBE.

6. No assignment of the obligation of this Contract, in whole or in part, shall be made without the prior written approval of the Tribal Council and the Secretary of the Interior or his duly authorized representative; nor shall any assignment or encumbrance of any interest in the compensation to be paid under this contract be made, without such consent; provided that if such assignment or encumbrance of any interest in the compensation to be paid is made in violation of the provisions of this paragraph, the contract may be terminated at the option of the Secretary of the Interior and the TRIBE, and no attorney having any interest in the contract or other fee provided herein shall be entitled to any compensation whatsoever for any services rendered or expenses incurred subsequent to the date of such termination.

7. This contract may be terminated by either party by giving sixty (60) days written notice to the other party, the Secretary of Interior or his authorized representative, and the Area Director; and if the contract shall be so terminated, the SPECIAL COUNSEL shall receive such compensation as the Secretary of Interior or his authorized representative may determine equitably to be due to and including the date of termination.

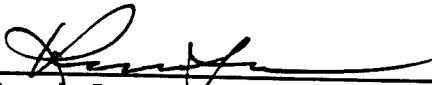
8. This contract may also be terminated for cause by the Secretary of the Interior after a hearing on reasonable notice. If the Secretary finds that the interests of the TRIBE so require, he may suspend the contract with payment of all compensation due or accruing to the SPECIAL COUNSEL thereunder, pending a hearing which shall be held without reasonable delay. It is mutually understood and agreed that payment of compensation and expenses under the terms of this contract shall be contingent upon the availability of funds in the Tribal Treasury or upon an appropriation by Congress from tribal funds held by the United States to the credit of the TRIBE.

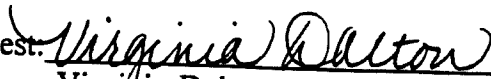
9. The SPECIAL COUNSEL shall render to the TRIBE and the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than annually and at such times as may be requested by the TRIBE or the Secretary of the Interior or his authorized representative.

10. This contract shall be in effect for a period of three (3) years commencing June 1, 1994 and shall continue until May 31, 1997.

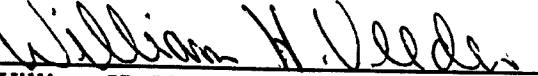
DATED THIS 14th day of June 1994.

WHITE MOUNTAIN APACHE TRIBE
Whiteriver, Arizona

By 
Ronnie Lupe, Chairman
Tribal Council

Attest: 
Virginia Dalton, Secretary
Tribal Council

SPECIAL LEGAL COUNSEL

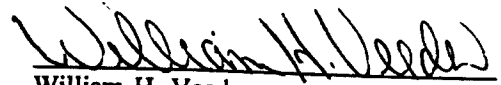
By 
William H. Veeder, Attorney

Washington, D.C.

CERTIFICATION

Attorney stipulates that he is a fully licensed member in good standing of the bar of a state or of the District of Columbia, and to the best of his knowledge no disciplinary proceedings have been instituted against him by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved and he has not been disbarred or suspend from the practice of law in any jurisdiction in the United States or its territories.

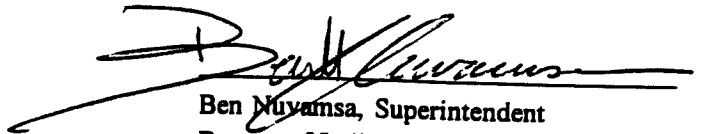
Dated: 7/14/94



William H. Veeder
Special Legal Counsel
Washington, D.C.

BUREAU OF INDIAN AFFAIRS APPROVAL:

Dated: 7/29/94



Ben Nuyansa, Superintendent
Bureau of Indian Affairs
Fort Apache Agency
Whiteriver, Arizona 85941