

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

02 OCT 23 AM 11:37

**RAMAH NAVAJO CHAPTER,
OGLALA SIOUX TRIBE, and PUEBLO
OF ZUNI**, for themselves and on behalf
of a class of persons similarly situated,

Plaintiffs,

vs.

No. CIV 90-0957 LH/WWD ACE

GALE NORTON, Secretary of the
Interior, in her official capacity,
**UNITED STATES DEPARTMENT OF
INTERIOR, NEIL McCALEB**, Assistant
Secretary of Interior for Indian Affairs,
in his official capacity, **EARL DEVANEY**,
Inspector General, in his official capacity,
and **UNITED STATES OF AMERICA**,

Defendants.

AFFIDAVIT OF CLASS COUNSEL MICHAEL P. GROSS

State of New Mexico)
County of Santa Fe) ss.

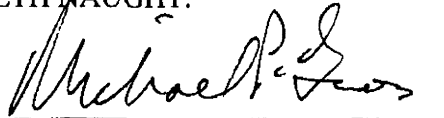
I, Michael P. Gross, after being first duly sworn upon my oath, do depose and state as follows:

1. I am Class Counsel in the above-styled matter.
2. Attached and made a part of this affidavit is a true and correct copy of a contract by and between the Class and the National Congress of American Indians (NCAI) concerning assistance to be rendered on a continuing basis to the Class by NCAI in connection with analysis and consultation on equitable relief in this case.

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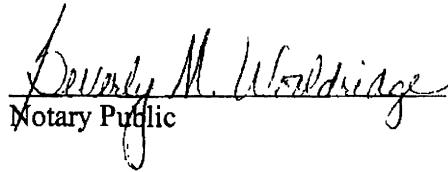
3. This contract was entered pursuant to the Court's Order of September 9, 2002 (Docket No. 680) which made \$50,000 available for this purpose from the Reserve Fund pursuant to the first Partial Settlement Agreement.

FURTHER AFFIANT SAYETH NAUGHT.



MICHAEL P. GROSS

Subscribed and sworn to before me this 22nd day of October 2002, by Michael P. Gross.



Notary Public

My Commission Expires:

03.24.06

NATIONAL CONGRESS OF AMERICAN INDIANS NATIONAL POLICY WORKGROUP ON CONTRACT SUPPORT COSTS

Contract

**Between the NCAI and the Class in Ramah Navajo Chapter
Dated: September 19, 2002**

Background

Since its formation in April 1988, the NCAI National Policy Work Group on Contract Support Costs (a/k/a "Task Force") has conducted and completed two studies and other policy work exploring the evolution of the contract support cost system utilized by the federal government under the Indian Self-Determination Act within the Department of the Interior and the Department of Health and Human Services. These studies identified the problems that have developed in the system since the enactment of the Indian Self-Determination Act, provided a review of recent judicial and administrative developments pertaining to contract support costs, and recommended changes and reforms in the funding and administration of contract support costs.

Functions/Scope of Work

In order to continue to monitor CSC and provide on-going assistance, the Class will contract with NCAI to perform the following functions:

1. Facilitate communication to tribes to develop long-term solutions and options regarding tribal CSC (including on-going issues related to the Ramah case).
2. Provide on-going assistance to the Class with regard to benchmarks and carry forward adjustments, including development of protocols, recommendations on firms to conduct a bench-marking study and review and monitor the study.
3. Continue to conduct national meetings to discuss and coordinate input from the appropriate tribal and federal representatives.
4. Provide facilitation and administrative support on issues related to the CSC and Class activities.

Duration and Payments

- A. This contract shall commence upon execution by both parties. There shall not be a definite expiration date. The intent of the contract is to provide assistance to NCAI in its on-going watch-dog efforts to monitor and reform the contract

**Contract between the NCAI and the Class in Ramah Navajo Chapter
September 19, 2002**

support system under ISDA and to keep abreast of litigation developments. Instead of a specific expiration date, this contract requires NCAI to sponsor at least two Task Force conferences and enable its working group on benchmarking/carry forwards to collaborate with Class Counsel on a steady basis.

- B. An initial budget of \$50,000 has been agreed upon by the Class and NCAI for the performance of these functions. The budget will include staff salaries for participation in national meetings, smaller workgroup meetings specifically related to the carryforward issues and actual meeting costs. There shall be an initial payment of \$40,000 upon execution, with final payment of \$10,000 to follow on or before the second Task Force meeting referred to above.

Work Products

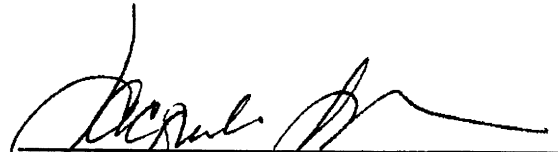
NCAI will provide a narrative report at the end of the contract including identification of issues reviewed by the Task Force and any progress made on those issues. NCAI will also provide an accounting of the expenditures under this contract to Class Counsel. Class Counsel shall have the right to audit the expenditures of NCAI for this study.

Agreed upon by:



Michael P. Gross
Class Counsel

10/9/02
Date



Jacqueline Johnson
Executive Director, NCAI

10/16/02
Date