

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

WHEREAS, the White Mountain Apache Tribe is now in the process of developing its recreational enterprises, and

WHEREAS, the hub of said recreational enterprises is the maintenance and development of the Smith Park Dam recreational area, and

WHEREAS, the Tribe has spent a great deal of money in building the Smith Park Dam, and

WHEREAS, it is necessary to appraise the public of the equities of the White Mountain Apache's position, and

WHEREAS, David H. Campbell is qualified in newspaper work and in public relations to present the White Mountain Apache Tribe's position to the public.

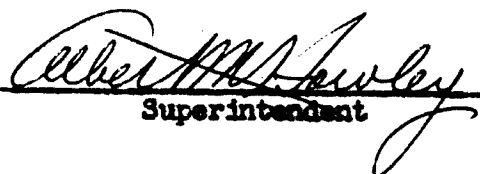
NOW THEREFORE BE IT RESOLVED by the Council of the White Mountain Apache Tribe of the Fort Apache Indian Reservation in a regular meeting assembled on the first day of July, 1957 that David H. Campbell is hereby engaged to perform public relations and advertise for the White Mountain Apache Tribe, said date of employment to be effective on the 17th day of June, 1957.

BE IT FURTHER RESOLVED that this employment is to end on the 12th day of August, 1957 and that the salary for said position is the sum of seventy-five dollars (\$75.00) a week and expenses, the total of said expenses not to exceed the sum of four hundred dollars (\$400.00) during the entire term of employment.

BE IT FURTHER RESOLVED that in order to provide funds for the engaged services of said David H. Campbell there is hereby authorized and appropriated from tribal funds on deposit with the Treasurer of the United States the sum of one thousand dollars (\$1,000.00), said funds to be expended as hereinbefore provided.

The foregoing Resolution was on July 1, 1957 duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article VI, Section 1 (d) and (n) of the Constitution and By-Laws of the Tribe, ratified by the Tribe on August 15, 1938, and approved by the Secretary of the Interior on August 26, 1938, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

Approved: JUL 10 1957


Superintendent


Chairman of the Tribal Council


Secretary of the Tribal Council

C O N T R A C T

THIS CONTRACT, made and entered into by and between the San Carlos Apache Tribe and the White Mountain Apache Tribe (both being parties of the first part, and both hereinafter sometimes referred to as the "Tribes"), each acting by and through its duly appointed and authorized delegates, and Dr. Harry Getty (being party of the second part, and hereinafter sometimes called "Dr. Getty"),

WITNESSETH:

WHEREAS, the Congress of the United States, by the Act of August 13, 1946 (60 Stat. 1049), authorized any tribe, band or other identifiable group of American Indians to institute suits in the Indian Claims Commission on certain claims or causes of action designated in said Act of Congress; and

WHEREAS, the White Mountain Apache Tribe and the San Carlos Apache Tribe have engaged attorneys (hereinafter called "Claims Attorneys") to file and prosecute claims, pursuant to said Act, on their respective behalf and on behalf of their respective constituent tribes, bands and groups; and

WHEREAS, pursuant to said Act of Congress, claims have been filed and are now pending in the Indian Claims Commission by and on behalf of the White Mountain Apache Tribe and by and on behalf of the San Carlos Apache Tribe and by and on behalf of their respective constituent tribes, bands and groups, wherein recovery is sought for the value of certain lands aboriginally owned by them and each of them, and which were appropriated by the United States; and

WHEREAS, the Tribes have determined to engage the services of Dr. Getty for the performance of ethnological studies and field work and other related services pertaining to the aboriginal land claims of said Tribes; and

WHEREAS, the Tribes and the aforesaid Claims Attorneys have concluded that Dr. Getty is preeminently qualified to perform said studies, work and services appropriate to said aboriginal land claims:

NOW, THEREFORE, the Tribes hereby enter into a contract with Dr. Getty upon the following terms and conditions:

1. Dr. Getty agrees as follows:

(a) To devote his full time, for a period of twenty-eight (28) weeks, to the performance of the undertakings set forth in Paragraphs A through E of Part III of the attached "Proposal for Research", which is hereby designated Exhibit A and made a part of this contract.

(b) To conduct and complete such work with reasonable promptness, and to use his best efforts to perform and complete the undertakings set forth in Paragraphs A through D of Part III of Exhibit A, by February 1, 1958, and to use his best efforts to perform and complete the undertakings set forth in Paragraph E of Part III of Exhibit A at and prior to the time when the claims are tried before the Indian Claims Commission.

2. The White Mountain Apache Tribe agrees to pay to Dr. Getty the amounts set forth in the schedule below, with each installment falling due and payable upon the date indicated:

| | |
|---|----------|
| August 1, 1957 | \$575.00 |
| September 1, 1957 | \$575.00 |
| October 1, 1957 | \$575.00 |
| Upon completion of the taking of Dr. Getty's testimony in the proceeding before the Indian Claims Commission | \$275.00 |

3. The San Carlos Apache Tribe agrees to pay to Dr. Getty the amounts set forth in the schedule below, with each installment falling due and payable upon the date indicated:

| | |
|---|----------|
| November 1, 1957 | \$575.00 |
| December 1, 1957 | \$575.00 |
| January 1, 1958 | \$575.00 |
| Upon completion of the taking of Dr. Getty's testimony in the proceeding before the Indian Claims Commission | \$275.00 |

4. The White Mountain Apache Tribe and the San Carlos Apache Tribe agree to reimburse Dr. Getty as follows:

(a) Dr. Getty shall be reimbursed for actual travel expenses in the course of performance of his duties under this contract. In the event that Dr. Getty travels by his own car in pursuance of this contract he shall be compensated at a rate of eight cents (8¢) per mile.

(b) Dr. Getty shall also be reimbursed for the following expenses incurred in the course of performance of duties under this contract: actual subsistence expense (including lodging, meals and food); costs of stenographic, typing or clerical services; cost of pamphlets, books, maps, microfilms, manuscripts, reports, writings, publications or the cost of duplication thereof, or rent of equipment for duplication thereof, required for research or use as exhibits in the proceeding; long distance telephones and telegrams.

(c) The reimbursement to Dr. Getty under sub-paragraphs (a) and (b) of this paragraph 4 shall be borne and paid equally by the White Mountain Apache Tribe and the San Carlos Apache Tribe.

(d) The total amount of reimbursement for expenses under sub-paragraphs (a) and (b) of this paragraph 4 shall not exceed One Thousand Dollars (\$1,000) unless an additional amount is authorized pursuant to duly adopted resolutions of the Tribal Council of the White Mountain Apache Tribe and the Council of the San Carlos Apache Tribe, with the approval of the Commissioner of Indian Affairs.

5. Any payment of compensation or expenses provided for in this contract shall be made by the White Mountain Apache Tribe and the San Carlos Apache Tribe only upon submittal by Dr. Getty to the respective Tribe of a voucher or vouchers covering the compensation or expenses then owing, and the said voucher or vouchers must be accompanied by a certificate from the Claims Attorneys or one of them, certifying that work has been performed under the contract, and that the compensation or expense claimed under the applicable voucher is due and owing, and that no part has been paid.

6. In the event that Dr. Getty becomes incapacitated or unable to complete the work provided for by this contract and it becomes necessary for the Tribes to engage other experts to complete the services required hereunder, the Tribes, at their option, may cancel this contract and enter into a new contract with some other person or persons to complete the services to be performed under the provisions of this contract, and any unpaid and unobligated balance of the consideration named herein shall be available for payment at the cost thereof. In the event of the incapacity or disability of Dr. Getty, all papers, records and data of every kind and description pertaining to the work done by him shall be immediately turned over to the Claims Attorneys for such use as they desire to make for the use and benefit of the Tribes. In the event of the incapacity or disability of Dr. Getty prior to completing the services called for under the provisions of this contract, the payments theretofore received by said Dr. Getty shall be the entire compensation to which he or his estate shall be entitled from the Tribes.

7. No assignment of any interest in this contract shall be made without the consent of the Tribes and the Secretary of the Interior or his authorized representative.

8. This contract shall be effective as of July 1, 1957, upon approval by the Secretary of the Interior or his authorized representative.

9. This contract shall terminate upon completion of performance of services by Dr. Getty, but in no event later than July 1, 1959, unless extended for a further period of two years upon consent of the parties with the approval of the Secretary of the Interior or his authorized representative.

Executed by and on behalf of the San Carlos Apache Tribe this 4th day
of June, 1957.

James J. Stevens
Marvin M. Hall

Duly appointed and authorized delegate or
delegates of the San Carlos Apache Tribe,
Party of the First Part

Resolved by said Council of the White Mountain Apache Tribe this
_____ day of _____, 1957.

Clinton Kenny
Mayb. Goodfield

Duly appointed and authorized delegates
or delegates of the White Mountain
Apache Tribe,
Party of the First Part

Executed by Dr. Harry Getty this 22 day of May, 1957.

Harry T. Getty

Dr. Harry Getty
Party of the Second Part

acknowledgment

State of Arizona)
County of Pima)

The foregoing instrument was on 22 May 1957 acknowledged by Harry T. Getty before me, a notary public in and for Pima County, Arizona, whose commission will expire on 4 April 1961.

C. M. Wright
C. M. Wright

(notarial seal)