

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

WHEREAS, the Attorney's Contract with Barry DeRose of Globe, Gila County, Arizona, expired on August 9, 1958, and

WHEREAS, an Amendment to the said Attorney's Contract between the White Mountain Apache Tribe and Barry DeRose, which became effective July 1, 1957, has also terminated, and

WHEREAS, in order that the White Mountain Apache Tribe may be properly represented by legal counsel, it is necessary that the White Mountain Apache Tribal Council renew said Contract and the Amendment thereto.

NOW THEREFORE BE IT RESOLVED that the Chairman of the White Mountain Apache Tribal Council be, and he is hereby authorized and directed to execute for and on behalf of the White Mountain Apache Tribe a new Attorney's Contract commencing August 9, 1958, and ending August 9, 1963, and that there be hereby authorized and appropriated from tribal funds on deposit with the Treasurer of the United States the sum of Twelve Thousand (\$12,000.00) Dollars, said funds to be expended in accordance with contract between Barry DeRose, Attorney at Law, and the White Mountain Apache Tribe.

The foregoing Resolution was on July 28, 1958, 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 V, Section 1 (d) of the Amended Constitution and By-Laws approved by the Secretary of the Interior on May 29, 1958 and ratified by the Tribe on the 27th day of June, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

Approved: AUG 11 1958

Clinton Kessner
 Chairman of the Tribal Council

Albert M. Hawley
 Superintendent

Mary C. Goodfield
 Secretary of the Tribal Council

ATTORNEY'S CONTRACT

THIS AGREEMENT entered into this 9th day of August, 1958, by and between the WHITE MOUNTAIN APACHE TRIBE, Whiteriver, Arizona, hereinafter referred to as the First Party, represented herein by Clinton Kessay, Chairman of the White Mountain Apache Tribal Council, and BARRY DE ROSE, Attorney at Law, of Globe, Arizona, hereinafter referred to as the Second Party:

W I T N E S S E T H:

1. The Party of the First Part hereby retains the Party of the Second Part for the period beginning August 9, 1958, and ending August 9, 1963, to act as attorney for the Party of the First Part in all legal matters, excepting claims presented before the Indian Claims Commission, referred to the Party of the Second Part by the Party of the First Part, and when requested to give advice, and to prepare instruments, as well as represent First Party in any matters which it may have in the Courts of the State of Arizona, or the United States District Court, Circuit Court of Appeals, or before the Supreme Court of the United States, or to appear, at the request of First Party, before Congressional Committees, or before any Commission or Agency of the Government, excepting the Indian Claims Commission, when the interests of White Mountain Apache Tribe may be involved.

2. The Party of the First Part, as compensation for the legal services to be rendered pursuant to this Agreement,

hereby agrees to pay to the Party of the Second Part the sum of Eight Hundred (\$800.00) Dollars monthly during the term of this Agreement, said payments being payable on the first day of each month.

It is agreed that in connection with the services to be rendered under this Agreement that the party of the second part may employ Associate Counsel, and the payment for Associate Counsel's services shall be made by the party of the second part out of the monthly retainer provided for herein, it being understood and agreed that the services of said Associate Counsel shall be without further expenses to the Party of the First Part except as hereinafter set forth. It is further understood and agreed that prior to employing Associate Counsel approval must be first had of the Tribal Council and the Commissioner of Indian Affairs.

3. The Party of the First Part agrees to pay all of the expenses of the Party of the Second Part and/or of the Associate Counsel, reasonably necessary to the proper performance of the legal services or other services to be rendered under this Agreement, provided that all such expenditures shall be itemized and verified by the Party of the Second Part or said Associate Counsel and shall be accompanied by proper vouchers and shall be paid only upon the approval of the secretary of the Interior or an officer designated by him; it being understood and agreed that in the event the Party of the Second Part or said Associate Counsel shall use a privately-owned vehicle in the performance of their duties under this agreement, they shall be compensated for the use of said privately-owned

vehicle at the rate of eight (8¢) cents per mile; that such expenditures shall not exceed in the aggregate of Fifteen Hundred and no/100 (\$1500.00) Dollars, in any year unless the excess expenditure is authorized by the Tribal Council of the Party of the First Part and approved by the Commissioner of Indian Affairs.

4. It is mutually agreed that should said Party of the Second Part or the Associate Counsel, at the request of the Party of the First Part, appear in any Court of this State, or in the United States District Court, or Circuit Court of Appeals, or the Supreme Court of the United States in rendering legal services for the Party of the First Part, and should said Party of the Second Part or the Associate Counsel, at the request of the Party of the First Part, appear before Congressional Committees, or before any Commission or Agency of the Government outside of the State of Arizona, the Party of the First Part will pay the Party of the Second Part or said Associate Counsel, as extra compensation for rendering said extra legal services, the sum of Fifty (\$50.00) Dollars per day for every day that said Second Party is away from his office in Globe, Arizona, or Associate Counsel is away from the city in which he maintains his permanent business, engaged in rendering said legal services and other services as hereinabove set forth, including the days necessarily required in travel; provided, however that the amount to be expended under this paragraph shall not exceed the sum of Nine Hundred (\$900.00) Dollars per year, except an additional amount may be expended subject to obtaining prior approval of the Tribal Council and the Commissioner of Indian

Affairs.

6. The Party of the Second Part hereby accepts said employment and hereby agrees on the terms herein provided to render all legal services to the best of his ability in the performance of this Agreement.

8. It is mutually understood and agreed that payment of compensation and expenses under the terms of this contract shall be contingent on 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.

7. It is agreed that no assignment of the obligations of this contract, in whole or in part, shall be made without the consent previously obtained from the Tribal Council and the Commissioner of Indian Affairs.

8. It is further agreed that either the Party of the First Part or the Party of the Second Part may terminate this contract upon three (3) months notice to the other Party. This contract may be terminated by the Commissioner of Indian Affairs on request of the First Party for cause deemed by the First Party to be reasonable and satisfactory upon 60 days notice to the party in interest, and if the contract shall be so terminated, the Second Party shall receive such compensation as the Commissioner of Indian Affairs may determine equitably to be due.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates and places set forth opposite our

respective signatures.

Holbrook, Arizona, August 9, 1958. Clinton Kessay
Clinton Kessay, Chairman
of Tribal Council

Whiteriver, Arizona, August 9, 1958. Darry De Rose
Darry De Rose, Attorney

STATE OF ARIZONA)
) SS.
COUNTY OF NAVAJO)

On this the 9th day of August, 1958, before me, the undersigned Notary Public, personally appeared CLINTON KESSAY and DARRY DE ROSE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Henry C. Oliver
Notary Public

My commission expires: June 25 1962

Before me, a Judge of the Superior Court of Navajo County, Arizona, personally appeared CLINTON KESSAY, the Chairman of the White Mountain Apache Tribe, an unincorporated Indian Tribe, who acknowledged to me, that being authorized to do so, by Resolution No. 58-36, adopted July 28, 1958, by the White Mountain Apache Tribal Council, he executed the foregoing instrument at Holbrook, Arizona, on August 9, 1958, for and on behalf of the said White Mountain Apache Tribe by signing his name as Chairman.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of August, 1958.

Sam J. Udall
Judge of the Superior Court
Navajo County, Arizona

Before me, a Judge of the Superior Court of Navajo County, Arizona, personally appeared BARRY DE ROSE, who acknowledged to me that he executed the foregoing instrument at Holbrook, Arizona, on August 9, 1958, for and on behalf of said BARRY DE ROSE by signing his name as Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of August, 1958.



Judge of the Superior Court
Navajo County, Arizona