

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

WHEREAS, after investigation it is determined that Barry DeRose of Globe, Gila County, Arizona, an attorney at law is qualified to act as general counsel for the White Mountain Apache Tribal Council, and

WHEREAS, it is necessary for the White Mountain Apache Tribal Council to seek counsel as its general counsel, and

WHEREAS, the White Mountain Apache Tribal Council is now engaged in the development of its range, water, timber, mining and other reservation resources; in the development and expansion of its tribal business enterprises; in the amendment and revisions of its tribal Constitution and Corporate Charter; in the improvement of the administration of its tribal government; and in the development of its over-all business management--all of these programs and activities give rise to questions and problems on which legal counseling, legal guidance and other legal services will be required by the Tribe, and

WHEREAS, popular, political and legislative pressures are being applied in mounting tempo against the Department of the Interior and the Bureau of Indian Affairs to compel them to withdraw their services and activities from the Indian people and their reservations, and plans are being developed for the purpose of getting the Department of Interior and the Bureau of Indian Affairs out of Indian affairs as soon as practicable--on a program of this kind the White Mountain Apache Tribe will necessarily need advice, guidance and other services of a legal counsel, and

WHEREAS, many legislative measures are being proposed or enacted in Congress and in the state legislature affecting the rights, properties and welfare of the Indian people, some of which are beneficial and others are detrimental--on these measures legal guidance and other services of a legal counsel will also be required by the White Mountain Apache Tribe; therefore, be it

RESOLVED, that Barry DeRose is hereby retained as legal counsel for the White Mountain Apache Tribe on miscellaneous tribal affairs and the Attorney's Contract with the said Barry DeRose is attached hereto and is hereby approved and the Chairman of the White Mountain Apache Tribal Council is authorized to execute the said contract for and in behalf of the Tribe.

The foregoing Resolution was on August 8, 1956 duly adopted by a vote of 3 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 (b) 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).

Clinton Kewey
Chairman of the Tribal Council

Approved August 13, 1956

Mary G. Endfield
Secretary of the Tribal Council

Albert M. Hawley
Albert M. Hawley, Superintendent

ATTORNEY'S CONTRACT

THIS AGREEMENT entered into this 9th day of August, 1956, by and between the WHITE MOUNTAIN APACHE TRIBE, White River, 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, 1956, and ending August 9, 1958, to act as attorney for the Party of the Second 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 Three Hundred Fifty Dollars (\$350.00) monthly during the term

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 expense 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 (84) 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

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 \$900.00 per year, except an additional amount may be expended subject to obtaining prior approval of the Tribal Council and the Commissioner of Indian Affairs.

5. 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.

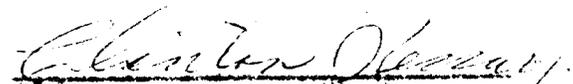
6. It is mutually understood and agreed that payment of compensation and expenses under the terms of this contract shall be contingent on the availability of funds in the Tribal Treasury, or upon an appropriation by Congress from Tribal funds held by the United States to the Credit of the Tribe.

7. It is agreed that no assignment of the obligations

First Party or the Party of the Second Party as to 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 30 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.

Globe, Arizona, August 9, 1956.


Clinton Kessey, Chairman
of Tribal Council

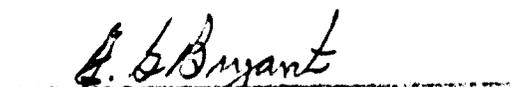
Globe, Arizona, August 9, 1956.


Barry De Rose
Attorney

STATE OF ARIZONA)
 : ss.
COUNTY OF PIMA)

On this the 9th day of August, 1956, before me, the undersigned Notary Public, personally appeared CLINTON KESSEY and BARRY 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.


A. B. Bryant
Notary Public

My commission expires