

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

WHEREAS, pursuant to Resolution No. 57-41 dated June 28, 1957 the White Mountain Apache Tribe on the one part and Dr. Getty of the other part executed a contract wherein among other things Dr. Getty was to perform ethnological studies for the Tribe, and

WHEREAS, the parties contemplated that the work to be done by Dr. Harry T. Getty would take approximately twenty-eight weeks, and

WHEREAS, because of inclement weather and other unforeseen difficulties an additional ten weeks are needed to finish the studies, and

WHEREAS, the sum of \$750.00 is reasonable compensation for said additional work.

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 2nd day of June, 1958 that the Chairman Clinton Kessay and the Secretary Mary Endfield are hereby authorized and directed to execute for and on behalf of the White Mountain Apache Tribe the attached amendment to the original contract marked Exhibit A by reference made a part hereof.

BE IT FURTHER RESOLVED in order to provide funds for the additional services to be performed there is hereby authorized and appropriated from tribal funds on deposit with the Treasurer of the United States the additional sum of \$750. Said funds to be expended in accordance with the said amended contract between the said Dr. Harry T. Getty and the White Mountain Apache Tribe.

The foregoing resolution was on June 2, 1958 duly adopted by a vote of 7 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) 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: June 12, 1958

Clinton Kessay
Chairman of the Tribal Council

Albert M. Hurley
Superintendent

Mary B. Endfield
Secretary of the Tribal Council

AMENDMENT TO CONTRACT

WHEREAS, a contract (herein called the original contract) was previously 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") on the one hand, and Dr. Harry Getty (being party of the second part and hereinafter sometimes called "Dr. Getty") on the other hand, said contract having been conditionally approved on August 28, 1957, by Acting Commissioner of Indian Affairs W. Barton Greenwood, and the conditions having been accepted by the parties; and

WHEREAS, said contract called for the performance by Dr. Getty of 28 weeks of work, and it was contemplated that of said 28 weeks of work, 26 weeks would be devoted to research, investigation, consultation and field work, and the remaining 2 weeks would be devoted to attendance at trial and consultation with claims attorneys of the Tribes in advance of trial; and

WHEREAS, it was contemplated that the said 26 weeks of research, investigation, consultation and field work would be completed by February 1, 1958; and

WHEREAS, it was contemplated that the said field work would be performed by Dr. Getty during the Fall of 1957; and

WHEREAS, rainstorms and inclement weather conditions prevented the performance of said field work; and

WHEREAS, during the period when said field work was to have been performed, other research and investigation pertaining to the claims of the Tribes was performed by Dr. Getty; and

WHEREAS, it now appears that in order properly to present the claims of the Tribes, additional research, investigation and consultation will be required over and beyond the 28 weeks specified in the original contract; and

WHEREAS, it is deemed highly important to the effective prosecution of the claims of the Tribes that the said field work which was prevented by inclement weather should be performed;

NOW, THEREFORE, all the parties to the original contract hereby agree to, and do hereby, amend the original contract as follows:


1. Dr. Getty agrees to devote his time for a period equal to 10 full weeks in addition to the 28 weeks of time specified in paragraph 1 of the original contract; and to allocate said 10 weeks of additional time to the performance of field work and/or additional research, investigation and consultation and other work in accordance with the directions of the claims attorneys of the Tribes, said work to be performed by Dr. Getty with reasonable promptness following directions by the claims attorneys.
2. The San Carlos Apache Tribe agrees to pay to Dr. Getty on completion of the first 5 weeks of work under this amendment, which will be on or after 14 July 1958, the amount

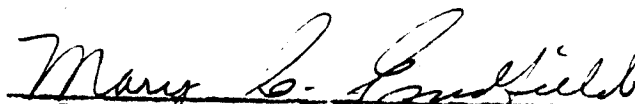
- of \$750. as compensation for his services.
3. The White Mountain Apache Tribe agrees to pay to Dr. Getty on completion of the last 5 weeks of work under this amendment, which will be on or after 18 August 1958, the amount of \$750. as compensation for his services.
 4. The Tribes agree to reimburse Dr. Getty for his expenses during such 10 week period, provided that such expenses:
 - a. are limited to those specified in paragraphs 4-(a) and 4-(b) of the original contract;
 - b. are limited in amount to \$211.38, which is the difference between the total amount (\$1,000.) authorized and the actual amount (\$788.62) expended under the original contract; and
 - c. are otherwise subject to the conditions and provisions set forth in paragraph 4 of the original contract.
 5. Any payment of compensation or expenses provided for in this amendment shall be made by the San Carlos Apache Tribe and by the White Mountain Apache Tribe only upon submittal by Dr. Getty to the respective Tribe of vouchers covering the compensation or expenses then owing for work completed, and the said voucher or vouchers must be accompanied by a certificate of the claims attorneys or one of them certifying that the work has been completed under this amendment and that the compensation or expenses claimed under the applicable voucher is due and owing and that no part thereof has been paid. Payment of compensation and reimbursement of expenses to Dr. Getty shall be made only after approval of the voucher or vouchers by the Commissioner of Indian Affairs, or his duly authorized representative, and payment shall not be

made in advance of the rendition of services or incurrence of expenses.

6. This amendment shall become effective as of 9 June 1958, upon approval by the Secretary of the Interior or his authorized representative.
7. Except as modified by this amendment, all provisions of the original contract shall remain in full force and effect.

Executed by and on behalf of the White Mountain Apache Tribe at
Whiteriver, Arizona, on 2 June 1958.



Chairman of the Tribal Council


Secretary of the Tribal Council

**Executed by and on behalf of the San Carlos Apache Tribe
at San Carlos, Arizona, on 3 June 1958.**

**Duly appointed and authorized
delegate or delegates of the
San Carlos Apache Tribe,
party of the first part**


Executed by Dr. Harry Getty at Tucson, Arizona, on
29 May 1958.



Harry T. Getty
party of the second part

acknowledgment

The foregoing instrument was at Tucson, Arizona on
29 May 1958 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

(notarial seal)