

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

- WHEREAS, the White Mountain Apache Tribe owns and operates the Fort Apache Wholesale Lumber Company, a tribal enterprise, under plan of operation conditionally approved November 19, 1956 by the Assistant Commissioner of Indian Affairs, and
- WHEREAS, the manager's contract approved November 19, 1956 between Mr. Ross McSpadden and the White Mountain Apache Tribe expires on December 31, 1958, and
- WHEREAS, the Enterprise Board of Directors recommends to the Council for approval a management contract between the White Mountain Apache Tribe and the Manager of the Enterprise.
- BE IT RESOLVED, that the Chairman of the White Mountain Apache Tribe be and is hereby authorized and directed to execute for and on behalf of the White Mountain Apache Tribe the "Management Contract for the Fort Apache Wholesale Lumber Company" between Ross McSpadden and the White Mountain Apache Tribe executed under date of DEC 31 1958 1958 and attached hereto, and by reference made a part of this resolution as if set out in full herein.

The foregoing resolution was on December 18, 1958 duly adopted by a vote of 11 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 (b), (i) and (k) of the Constitution and By-Laws of the Tribe ratified by the Tribe on June 27, 1958 and approved by the Secretary of the Interior May 29, 1958 pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

Approved: January 5, 1959

Lester Oliver  
Chairman of the Tribal Council

L. J. Reyer  
ACTING Superintendent

Mary G. Gifford  
Secretary of the Tribal Council

**MANAGEMENT CONTRACT FOR  
THE FORT APACHE WHOLESALE LUMBER COMPANY  
An Enterprise Of The  
White Mountain Apache Indian Tribe**

THIS AGREEMENT, made this 31st day of December, 1958,  
by and between the White Mountain Apache Tribe, hereinafter referred to as the  
"Tribe" and Ross McSpadden hereinafter referred to as the "Manager".

It is understood by both parties hereto that this agreement executed on  
the dates shown opposite the signature below, shall be effective January 1,  
1959; it is further understood that this agreement shall not be effective until  
this contract is approved by the Secretary of the Interior or his authorized  
representative.

**WITNESSETH:**

That the Tribe, subject to the conditions and provisions set forth  
herein and in the plan of operation adopted June 14, 1956 under Resolution No.  
56-29, hereby employs Ross McSpadden as Manager of the Fort Apache  
Wholesale Lumber Company, a tribal enterprise, hereinafter referred to as the  
"Company", and the said Ross McSpadden hereby accepts such employment  
subject to said conditions and provisions:

**EFFECTIVE** January 1, 1959.

THAT for and in consideration of payments to be made, services to be  
performed, and rights and privileges granted by the Tribe and the Manager, it is  
mutually understood and agreed as follows:

1. The Manager shall operate and manage the Company in accordance with  
the general policies, plans and procedures of the Board of Directors of the  
Company, in an economical and efficient manner, and in accordance with law. He  
shall operate the Company within the limitations of approved budgets for the  
Company.

2. The Manager shall conduct the business of the Company in accordance  
with the plan of operation for the Company adopted by Resolution No. 56-29, under  
date of June 14, 1956. The Manager shall be bound by the terms of said plan of  
operation to the same extent as though the plan were set forth in full herein.  
By execution of this contract the Manager acknowledges receipt of a copy of said  
plan of operation for his guidance, and he shall not claim unfamiliarity with the  
plan of operation as reason for failing to follow procedures and abide by the  
provisions thereof.

3. The Manager will furnish information required by the accounting  
system to be established in accordance with Section E-3 of the plan of operation,  
and will permit authorized representatives of the Tribe or the Commissioner of  
Indian Affairs to enter upon the premises of the Company at any reasonable time,

and will make the records of the Company available for inspection by such representatives. He shall be responsible for the accounting of all receipts and disbursements of the Company as provided in Sections E-1 and E-2 of the approved plan of operation. Further he shall be responsible for the proper maintenance of the accounts and records of the Company and for securing the services of qualified auditors for the purpose of performing annual audits of the Company operations.

4. The Manager shall be bonded to the White Mountain Apache Tribe in the amount of \$10,000.00, with a surety company or companies on the United States Treasury's approved list, such bond shall protect the Tribe against financial loss by reason of any act or acts of fraud, dishonesty, forgery, embezzlement, wrongful abstraction, or wilful misapplication on the part of the Manager.

5. If the Manager authorizes any of his subordinates or employees of the Company to handle funds, he shall require such employees or subordinates to be bonded to the White Mountain Apache Tribe in an amount and in a manner, satisfactory to the Manager and the Tribal Council. The cost of all bonds of the Manager, and his subordinates or employees, shall be considered an operating expense of the Company. The Tribal Council may, in writing, require the Manager to increase or decrease the amount of any surety bond. All such surety bonds shall be deposited with the Tribal Council for safekeeping.

6. The Manager shall be allowed 15 working days, exclusive of Sundays and holidays, leave with pay annually, provided that such leave be taken only when the business of the Company warrants, and any leave in excess of three days at any one time shall be approved in advance by the Tribal Council. Any annual leave not taken during a calendar year shall be compensated for at regular salary rates. Leave may not be accumulated from year to year. The Manager also shall be allowed annual sick leave up to 15 working days, exclusive of Sundays and holidays, with pay, provided that any sick leave taken in excess of three days must be accompanied by a physician's certificate showing that the Manager was unable to work during the leave period. Any sick leave not taken during a calendar year shall be forfeited. The fact that the Manager is on either sick or annual leave at any time shall not relieve him of his responsibility for management of the Company under this contract.

7. The period of this contract shall be from January 1, 1959 to December 31, 1963, after which it may be extended by mutual agreement of both parties thereto, provided that any extension shall not exceed a period of five years, and provided that any extension shall not be effective until approved by the Secretary of the Interior or his authorized representative.

It is mutually agreed by both parties hereto that this contract may be terminated prior to December 31, 1963 in any one of the ways set forth herein. At the time of termination a full accounting for all property and funds of the Company shall be rendered by the Manager, an audit shall be made at the expense of the Company, except as set forth in sub-section (d) of this section.

(a) The Tribal Council may terminate this contract at any time by giving the Manager 30 days notice in writing. Termination in this manner shall require approval of the Area Director to become effective. The Manager may be required to turn over all property and funds of the Company to an authorized representative of the Tribe, upon receipt of a notice of termination, and be relieved of management of the Company immediately. In the event the contract is terminated in this manner, the Manager shall be entitled to payment for unused accrued annual leave in accordance with Section 6; to reimbursement for any expenses incurred by him in accordance with Section 9; and to salary payments in accordance with Section 8; even though he may have been immediately relieved of management of the Company for the remainder of the 30 days notice period.

(b) The Tribe may terminate this contract at any time without prior notice to the Manager for misfeasance, malfeasance or non-feasance on the part of the Manager. The Manager may be required to turn over all property and funds of the Company to an authorized representative of the Tribe upon receipt of a notice of termination, and be relieved of management of the Company immediately. In the event this contract is terminated in this manner, the Manager shall be entitled to payment for unused accrued annual leave in accordance with Section 6; to reimbursement for any expenses incurred by him in accordance with Section 9; and to salary payments in accordance with Section 8; to the date of receipt of the notice of termination, provided that payments of any sort to the Manager may be withheld until an audit is completed and full accounting for all funds and property of the Company is made.

(c) The total disability or the death of the Manager shall terminate both his duty to render further managerial services and the duty of the Tribe to make further payments except in settlement of obligations theretofore accrued under this contract. A full and complete audit and accounting for the funds and property of the Company shall be made in accordance with instructions of the Tribal Council, copy of which shall be furnished the Manager, or in the event of the Manager's death to his executor, administrator or assigns. The expense of such audit shall be borne by the Company. Any payments due the Manager shall be made to the Manager, or in the event of his death, to his executor, administrator, or assigns. The Manager, or in the event of his death, his estate, shall be liable for the proper accounting for all property and funds of the Company. In the event the contract is terminated in this manner, Section 14 of this Contract shall not apply.

(d) The Manager may terminate this contract any any time by giving the Tribe 30 days notice in writing. If the Manager requests termination at any time other than the close of a fiscal year, the Manager shall bear the expense of the audit required by his termination.

8. The Manager shall receive an entrance salary of \$8,000.00 per annum, with an annual increase of \$225.00 every twelve months until a maximum salary of \$9,000.00 per annum is reached. All salaries are to be paid in 26 equal installments in arrears.

9. The Manager, or any employee of the Company when authorized by the Manager, may use personally-owned automobile in conducting the business of the Company on a reimbursement basis of seven cents per mile. All claims for reimbursement shall be in writing, showing speedometer reading at the beginning and end of such trips, and shall indicate the necessity therefor. The Manager, or any employee of the Company when authorized by the Manager, when off the reservation overnight or longer periods of time on Company business shall be considered in a travel status and shall be reimbursed at a per diem rate of \$10.00 in lieu of subsistence and lodging, computed in accordance with Government travel regulations, and for other incidental expenses incurred in connection with Company business. Claims for per diem shall be supported by written statements of the traveler. Claims for other incidental expenses in excess of \$10.00 shall be supported by signed receipts.

10. The Manager shall devote his full time and energies to the successful operation and management of the Company and may not engage in other activities which would interfere with proper conduct of the Company business. It is mutually understood and agreed by both parties that the Manager will maintain Company membership in the Western Pine Association and that the services of a certified grader for lumber grading will be maintained in order that the Company may obtain the maximum market prices for its products. The Manager further agrees to follow the approved plan of operation and all amendments and revisions thereof.

11. (a) No officer, agent or employee of the Department of the Interior shall be admitted to any share or part in this agreement or derive any benefit therefrom. The foregoing prohibition shall not apply, however, to contracts entered into by the Manager on behalf of the Tribe with any other corporation for the general benefit of such other corporation, in which such officer, agent or employee of the Department of the Interior is a share holder.

(b) The Manager shall not transact business on behalf of the Tribe with any corporation, joint-stock company, or association, or any firm or partnership, or other business entity of which he is an officer, agent or member, or in the contracts or pecuniary profits or which he is directly or indirectly interested.

(c) The Manager shall not contract with any person or corporation for the hiring out of the labor of any prisoners confined for violation of any laws of the United States.

12. This contract shall require approval of the Secretary of the Interior or his authorized representative before it can become effective. Upon final approval this contract shall supersede any existing contracts between the parties hereto.

13. The terms of this contract may be modified by mutual consent of the parties thereto, provided that before any modification shall be effective,

approval of the Secretary of the Interior or his authorized representative shall be required.

14. For each calendar day during which the Company shall fail to operate by virtue of any breach of this contract on the part of the Manager, said Manager will be assessed the sum of \$25.00 as liquidated damages and his sureties held responsible for payment thereof.

IN WITNESS WHEREOF, the Tribal Council of the White Mountain Apache Tribe has caused this contract to be executed by its Chairman, thereunder duly authorized, at Whiteriver, Arizona, on the 31st day of December, 1958, and the Manager has executed said contract at Whiteriver, Arizona, this 31st day of December, 1958.

WHITE MOUNTAIN APACHE TRIBE

Lester Oliver  
Chairman of the Tribal Council  
Pursuant to authority vested in  
me by Tribal Resolution No. 58-57  
Adopted December 18, 1958.

Ross W. Spader  
Manager

WITNESSES:

W. W. ...  
Name

Whiteriver, Arizona  
Address

Stanley Wright  
Name

Whiteriver, Ariz.  
Address

ATTEST:

Mary E. ...  
Secretary of the Tribal Council

APPROVED, With the understanding that Section 7 (b) shall be read and interpreted as if there were no semicolon following the word and figure "Section 8" in line 9.

February 26, 1959

/s/ F. M. Haverland  
Area Director