

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

WHEREAS, effective January 1, 1998, the Tribe and General Services Administration (GSA) entered into a lease for the premises known as the Roads and Forestry buildings, located at the Whiteriver Airport; and

WHEREAS, under the terms of the lease, GSA's monthly lease payment to the Tribe includes payment of rent and utility & custodial services for the leased premises; and

WHEREAS, the BIA is presently furnishing utility and custodial services at the leased premises and has expressed its desire to continue providing this service; and

WHEREAS, the Tribal Maintenance Department was provided the opportunity to furnish custodial services at the leased premises, but declined to take on this responsibility at this time due to insufficient personnel; and

WHEREAS, Tribal Maintenance suggested that the BIA be permitted to continue providing custodial services until such time as Tribal Maintenance is in a better position to take on these responsibilities; and

WHEREAS, it is suggested that the Tribe and the BIA enter into a Memorandum of Agreement for the purpose of setting forth conditions under which utility and custodial services will be furnished by the BIA, and payment of said services reimbursed by the Tribe to the BIA.

WHEREAS, the Tribal Council has also requested that an opportunity be provided, for any future renewal of the MOA, for tribal members to submit bids to contract the custodial services for the leased premises; and

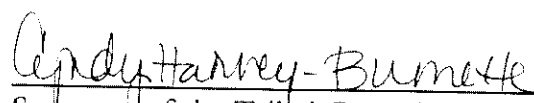
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a Memorandum of Agreement, for a term of one year, with the BIA Fort Apache Agency, for the purpose of setting forth the conditions under which utility and custodial services will be furnished and paid for the premises leased to GSA under Lease No. GS-09B-98077.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that tribal members shall also be provided an opportunity to submit bids to contract custodial services for the leased premises, for any future renewals of the MOA.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Tribal Chairman, or in his absence the Vice Chairman and any other officials necessary, are hereby authorized to sign any and all documents necessary to carry out the purposes of this resolution.

The foregoing resolution was on September 14, 1998 duly adopted by a vote of EIGHT for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by the White Mountain Apache Tribal Constitution, including Article IV, Section 1 (a), (b), (e), (h), (j), (k), (s), (t), (u) of the Constitution of the Tribe, ratified by the Tribe on September 30, 1993 and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

WHITE MOUNTAIN APACHE TRIBE
AND
BUREAU OF INDIAN AFFAIRS
FORT APACHE AGENCY

MEMORANDUM OF AGREEMENT

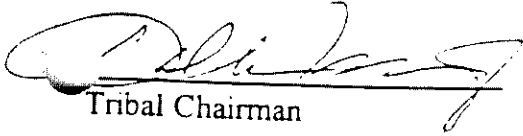
This agreement entered into between the White Mountain Apache Tribe and Bureau of Indian Affairs, Fort Apache Agency, designates the terms and conditions under which services at Whiteriver Fire Management Center, Whiteriver, Arizona are to be accomplished by Bureau of Indian Affairs and paid for by the White Mountain Apache Tribe.

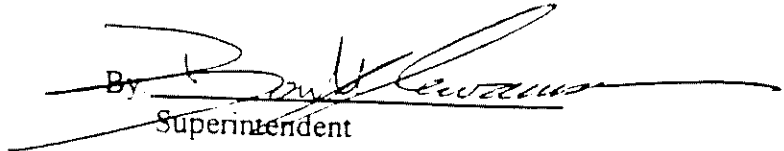
1. In accordance with the Participation Schedule, the Bureau of Indian Affairs shall be reimbursed, not to exceed \$47,246.45, for custodial and utility services performed at the location designated herein. Payments will be made on a quarterly basis, beginning on or about January 1, 1998.
2. On a quarterly basis, the Bureau of Indian Affairs shall submit to the White Mountain Apache Tribe an itemized invoice for payment.
3. Should there be a complaint of unsatisfactory service, the White Mountain Apache Tribe shall inform the Bureau of Indian Affairs Superintendent. The Bureau of Indian Affairs shall investigate the complaint and respond to the White Mountain Apache Tribe within two (2) weeks.
4. Reimbursement for the services identified herein shall be contingent upon the satisfactory performance of the services provided by the BIA, and subject to the Tribe's receipt of funding from GSA for said services.

This MEMORANDUM OF AGREEMENT shall be effective for a period beginning January 1, 1998 and ending September 30, 1998, subject to amendment by mutual consent and termination upon written request by either party.

White Mountain Apache Tribe

Bureau of Indian Affairs
Fort Apache Agency


Tribal Chairman

By 
Superintendent

Date: 9-14-98

Date: 9/4/98

