### 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 first 12 monthly lease payments to the Tribe, include payment for repairs, referred to in the Scope of Work, for the leased premises; and
- WHEREAS, the BIA is willing to perform the items identified in the Scope of Work and the Tribe is willing to reimburse the BIA for this work; and
- WHEREAS, it is suggested that the Tribe and the BIA enter into a Memorandum of Agreement, a copy of which is attached hereto, for the purpose of setting forth conditions under which the Scope of Work will be performed by the BIA, and payment of said services reimbursed by the Tribe.
- BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a Memorandum of Agreement with the BIA Fort Apache Agency, in the form attached hereto, for the purpose of establishing conditions under which the Scope of Work items will be performed by the BIA, and reimbursement for said work will be paid by the Tribe to the BIA.
- BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the term of the Memorandum of Agreement shall be from September 15, 1998 to March 15, 1999.
- BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Tribal Chairman and 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 <u>September 14, 1998</u> duly adopted by a vote of <u>SIX</u> for and <u>ZERO</u> 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 repairs at the Whiteriver Fire Management Center are to be accomplished by the Bureau of Indian Affairs and paid for by the White Mountain Apache Tribe.

- 1. The repairs listed on the attached scope of work will be accomplished by the Bureau of Indian Affairs, Branch of Facility Management. The work shall meet or exceed the highest standards of workmanship and comply with applicable code requirements.
- 2. Satisfactory completion of the work shall be determined in writing by the Bureau of Indian Affairs, Branch of Fire Management department head.
- 3. Upon satisfactory completion of the work, the Bureau of Indian Affairs, Branch of Facility Management shall submit an invoice and a copy of the satisfactory completion statement to the White Mountain Apache Tribe for payment of the work. The invoice shall include an itemized list of labor material, with copies of invoices of equipment or material purchased for the job.
- 4. Work beyond the capability of the Bureau of Indian Affairs, Branch of Facility Management may be contracted through federal government procurement regulations.
- 5. Any work that may exceed the estimates listed on the scope of work shall be presented to the White Mountain Apache Tribe before proceeding with the work.
- Modifications and/or changes to the scope of work shall be presented in proposal form to the White Mountain Apache Tribe for approval before any work is accomplished on the modification and/or change.
- 7. Reimbursement for the work 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 from September 15, 1998 to March 15, 1999.

White Mountain Apache Tribe

**Bureau of Indian Affairs** Fort Apache Agency

Tribal Chairman

#### SCOPE OF WORK

### MEN'S RESTROOM:

Repair/replace worn, leaking hand washing fixnires. Replace broken tile and grout. Repair/replace ceiling vent fan - not working properly. Repair damaged outside wall.

## WOMEN'S RESTROOM

Repair/replace plumbing to showers and hand washing fixtures to stop leaking. Repair/replace leaking toilers.

Repair/replace leaking hand washing fixtures.

Replace broken window.

#### RADIO SHOP

Replace damaged, worn floor tile. Paint walls and ceiling.

# WAREHOUSE LOOKUP

Install air conditioning unit and insulate warehouse. Replace damaged, wom doors Repair/replace roof to stop leaks.

#### OFFICE

Clean or replace dirty window curtains. Replace broken windows in the Dispatch Office Replace damaged ceiling tiles. Replace old, wom floor tile. Replace carpet. Re-mute hearing and cooling ducts to better heat and cool. Replace damaged outside metal skin.

TOTAL COST	FOR	THE	ABOVE	ITEMS
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\$34,000.00

## ADDITIONAL ITEMS:

Excavate and remove existing propane gas line and install a new gas line: Relocate two (2) 1,000-gallon propane tanks: Install fencing around propane tanks:	\$ 4,978.00 \$ 2,500.00 \$ 500.00
GRAND TOTAL	<b>\$</b> 41,978.00

TRIBAL CHAIRMAN