



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

**(Authorizing a Management Agreement for Athletic Facilities)**

- WHEREAS,** John D. Andreas, Jr. ("Big John") came before Tribal Council to discuss the Tribe's athletic department and the facilities currently managed by the Tribe's Division of Health; and
- WHEREAS,** the Tribe owns and operates the Aday Memorial Hall, the attached Alchesay Hall, and the Riverside Baseball Fields for the purpose of promoting physical fitness; and
- WHEREAS,** over time, the condition of the gymnasium and the baseball fields have deteriorated; and
- WHEREAS,** general maintenance on the gymnasium has been deferred and major repairs to the roof and the restrooms are greatly needed; and
- WHEREAS,** under the Tribe's management the gymnasium has been used for basketball and volleyball tournaments, parties, funeral services, graduations and other community events; and
- WHEREAS,** because the facilities at the gymnasium have deteriorated so greatly, it is hard to provide for the comfort of the large crowds that attend many of these events; and
- WHEREAS,** Mr. Andreas proposed that he be allowed to manage the facilities and use the revenue generated from tournaments to improve the facilities' condition; and
- WHEREAS,** the Tribal Attorney recommended that Mr. Andreas consult an attorney or research the steps required to incorporate a non-profit organization for the purpose of entering into a Management Agreement with the Tribe; and
- WHEREAS,** Mr. Andreas proposed the following terms for a management agreement:
1. Mr. Andreas would manage and maintain the facilities;
  2. Schedule and collect payment for all events at any of the facilities;
  3. Establish rules and rates for users of the facilities;
  4. Provide payment for all utilities and use the funds generated from events to make repairs to the facilities; and
  5. The Tribe would maintain general liability insurance for the facilities; and
- WHEREAS,** Mr. Andreas indicated he did not think the gymnasium should be used for events other than basketball and volleyball tournaments; and

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**WHEREAS,** for cultural and spiritual reasons Mr. Andreas did not think that using the gymnasium for funeral services was appropriate; and

**WHEREAS,** Mr. Andreas recommended that use of the gymnasium for large social events such as parties and graduations be suspended and that community buildings be used instead until such time as the gymnasium has functioning restrooms, is able to support large crowds comfortably and is compliance with all applicable health and safety regulations; and

**WHEREAS,** the Tribal Council recognized that it is the Tribe's best interest to maintain athletic facilities and opportunities for White Mountain Apache youth; participation in sports such as basketball and volleyball have proven over time to act a deterrent to anti-social and self-destructive behaviors; and

**WHEREAS,** authorizing a Management Agreement with Mr. Andreas would allow for the continued use and improvement of the facilities.

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman to execute a management agreement with Mr. Andreas consistent with the terms provided in this resolution.

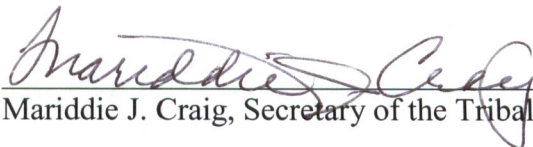
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall govern.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on **NOVEMBER 16, 2011** duly adopted by a vote of **TEN** for and **ZERO** against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (i), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe 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).



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Ronnie Lupe, Chairman of the Tribal Council



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Mariddie J. Craig, Secretary of the Tribal Council

## Management Agreement for Athletic Facilities


This Management Agreement ("Agreement") made and entered into this 13th day of June, 2012, by the White Mountain Apache Tribe, a federally recognized Indian Tribe ("Owner") and the John Andreas, an individual ("Manager").

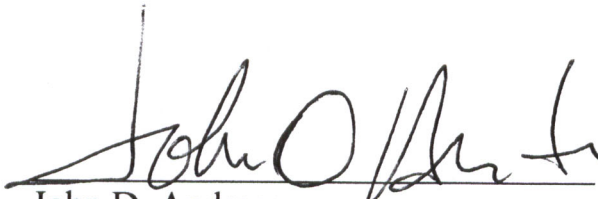
1. **PURPOSE.** The purpose of this Agreement is to provide a private/public partnership for the administration of the Aday Hall, Memorial Hall and River Road baseball fields located in Whiteriver, Arizona (the "Premises") for the benefit of the public.
2. **TERM.** That for and in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Manager agree that the management services of the Manager shall commence upon approval and execution of this Agreement for a term of three (3) years commencing on April 1, 2012 and ending May 31, 2015. This Agreement shall automatically renew on an annual basis for four (4) additional consecutive one (1) year terms unless otherwise terminated in accordance with the terms of this Agreement. Either party shall reserve the right to terminate this Agreement by giving the other party a thirty (30) day written notice prior to the end of any term.
3. **USE.** The Manager agrees to manage and administer the Aday Memorial Hall as a gymnasium for athletic events and the baseball fields for baseball or other athletic events consistent with the purpose of a baseball field.
  - a. Manager shall be responsible for keeping the facilities clean and free from all trash accumulation.
  - b. The Manager agrees that all records concerning the operation of the facilities will be made available to the White Mountain Apache Tribal Treasurer upon request.
4. **COMPLIANCE WITH TRIBAL AND FEDERAL LAW.** The Manager shall comply with all Tribal and federal law pertaining to the facilities.
5. **UNLAWFUL USE.** Manager shall not use or cause to be used any part of Premises for any unlawful conduct or purpose.

6. **RENT.** No monthly rent shall be paid by the Manager to the Owner for use of the facilities. The Manager shall, however supply all janitorial supplies, bathroom supplies, and be responsible for general maintenance of the facility. The Manager is also responsible for the heating, electrical and other utility expenses associated with the operation of the facilities.
7. **EXCLUSIVE USE.** During the term of this Agreement, the Manager shall have the exclusive use of the Premises for the purpose(s) agreed upon.
8. **SOVEREIGN IMMUNITY.** The Manager, agrees to be fully responsible for its negligent acts or omissions or intentional tortuous acts which result in claims or suits against the Owner, and agrees, only to the extent of its immunity to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the Owner. Nothing herein shall be construed as consent by the Tribe to be sued by third parties in any matter arising out of any contract. The Manager agrees that it is an independent contractor of the Owner and not an agent or employee.
9. **PROJECT MONITORING/REPORT.** The Manager shall provide the Owner with quarterly reports that briefly describe its overall operation of the facilities. Reports shall include, but are not limited to, a brief description of each event and the revenue generated and the expenses incurred.
10. **REPAIRS AND MAINTENANCE.** The Manager is responsible for all major repairs to the facilities. All permanent fixtures are to remain with the building.
11. **INSURANCE.**
  - a. The Owner shall maintain Comprehensive General Liability coverage as is maintained by Owner for its other properties.
  - b. Manager will post with the White Mountain Apache Tribe a Certificate of Insurance for not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, insuring against any and all liability of Manager arising from its activities undertaken pursuant to this Agreement. The Manager shall cause the Owner to be named as an additional insured on its existing insurance policies. Proof of compliance

with this section shall be provided to owner within 30 days of the execution of this agreement.

12. **HOLD HARMLESS.** Manager hereby releases the White Mountain Apache Tribe from any and all claims for loss or damage to Manager's use of the Premises and any accidents or injuries to Manager's employees, agents or persons participating in activities on the Premises.
13. **UTILITIES.** The Manager will be responsible for all utilities of the facilities, including telephone, water, sewer, electricity.
14. **DEFAULT.** Upon default in any term or condition of this Agreement, the Owner shall have the right to immediate possession of the Premises and to terminate the agreement immediately, whether during the initial Agreement term or during any extension thereof.
15. **WAIVER.** No failure of Owner to enforce any term hereof shall be deemed to be a waiver.
16. **ASSIGNMENT.** Neither party hereto shall attempt to assign any part of this Agreement nor any responsibility or liability provided in this Agreement to a third party without the mutual written consent of both parties.
17. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed to by the parties and no other understanding shall be deemed to exist. Changes to this Agreement shall be made only by written agreement signed by the Owner and the Manager.
18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the White Mountain Apache Tribe and the White Mountain Apache Tribal Court shall have exclusive jurisdiction over any claim arising out of this Agreement.

  
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Ronnie Lupe, WMAT Chairman

  
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John D. Andreas