



# **WHITE MOUNTAIN APACHE TRIBE**

**A Sovereign Tribal Nation**

**( Authorizing Master Lease Agreement between WMAT and Smith Bagley, Inc., dba Cellular One of Northeastern Arizona )**

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- WHEREAS,** since 2005, the White Mountain Apache Tribe ("WMAT") and Cellular One have made numerous attempts to resolve long-standing contractual issues that date back to 1999, when the original agreement between the WMAT government and the Telecommunications Company was signed. This mutual agreement set the stage for a multi-tower network spanning the Fort Apache Indian Reservation ("FAIR") and thereby providing much needed communication services and technology to serve the White Mountain Apache people and the frequent visitors hailing from throughout the State and the entire Southwest region; and
- WHEREAS,** dozens of employees, and at least three Council administrations have attempted to push or resolve the telecommunications problem and contractual concerns, and after a decade of frustration on behalf of the WMAT and Cellular One, the parties have put any prior differences aside and have finally come to agree on terms for a ten (10) year agreement with an option to renew for an additional fifteen (15) years; and
- WHEREAS,** the Code of Federal Regulations ("CFR") includes provisions intended to protect Indian Tribes, including a requirement that appraisals be required as part of the process or a waiver of the Fair Market Value requirement be issued by Council. The attorneys working on this agreement have made use of prior appraisals for the various eight sites already in existence, while taking into consideration other factors that the parties agree contribute to the premium negotiated for the purposes of this agreement; and
- WHEREAS,** as a result of the added factors mentioned above, as well as the history, and the business relationship established between the WMAT and Cellular One, both sides are in agreement that the compensation and mutual benefits stemming from the relationship far exceed a typical offer made on similarly situated sites; and
- WHEREAS,** to the extent that a waiver is still necessary despite the diligence involved in negotiating this contract, this Resolution shall serve to waive any such FMV requirements for the duration of this agreement and shall apply to any future tower sites pursuant to the terms of the contract, or any modifications made thereof; and
- WHEREAS,** after careful consideration and many years of negotiations and delays, the Tribal Council of the White Mountain Apache Tribe agrees that authorizing the agreement presented is in the best interest of the White Mountain Apache people, WMAT guests, and the many communities that will be served on and off the Fort Apache Indian Reservation.



**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes a Master Lease Agreement between the White Mountain Apache Tribe and Smith Baggle, Inc., dba Cellular One of Northeast Arizona. Should a fair market value waiver be necessary to satisfy Federal regulations or other legal requirements, such waiver is hereby granted pursuant to this Resolution. This authorization shall be granted, pending final legal review, to ensure that the contract is consistent with the will of the Tribal Council.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe, that it hereby declares that all CFR regulations have and will continue to be observed, and the CFR shall continue to guide the parties in achieving the execution of this agreement. The WMAT Realty, Environmental, Attorney General's Office, the BIA, and other relevant parties will be contacted as appropriate to achieve any final approvals, should they be required to complete this process.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that the WMAT hereby requests that the Secretary of the Bureau of Indian Affairs, or delegate, expedite any reviews necessary in order to provide any final authorizations necessary pursuant to the WMAT Constitution. The parties understand that pursuant to Federal Regulations, the agreement, once signed shall be considered binding, valid and executed, provided that the parties have negotiated the agreement in good faith and are simply awaiting final Secretarial approval.

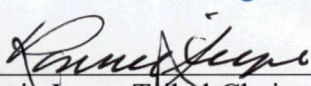
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes a limited waiver of immunity, for the purposes of enforcing this agreement in Tribal Court and consistent with the governing law provision as stated in the agreement.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

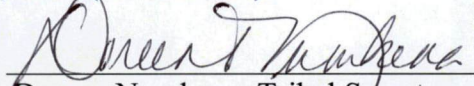
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

**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 March 2, 2016 duly adopted by a vote of Nine for and Zero against with Two abstaining by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).

  
Ronnie Lupe, Tribal Chairman

3/31/16  
Date

  
Doreen Numkena, Tribal Secretary

3/31/2016  
Date