

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

WHEREAS, the White Mountain Apache Tribe owns and operates the White Mountain Recreation Enterprise under a plan of operation approved November 24, 1954 and accepted by the Tribe on December 7, 1954, and

WHEREAS, it is deemed expedient that the White Mountain Recreation Enterprise continue to operate with little delay as possible, and

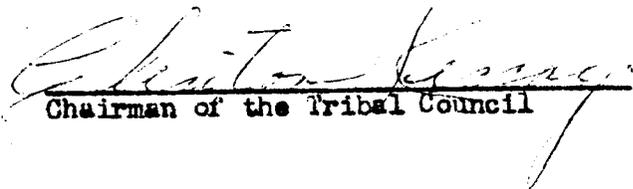
WHEREAS, the management contract for the White Mountain Recreation Enterprise between Silas O. Davis and the White Mountain Apache Tribe executed under date of January 10, 1955 was terminated on March 10, 1958, the date Silas O. Davis passed away, and

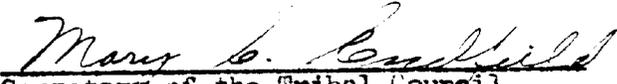
WHEREAS, the Board of Directors of the White Mountain Recreation Enterprise have negotiated the proposed management contract with James D. Sparks.

NOW THEREFORE BE IT RESOLVED that the Chairman of the White Mountain Apache Tribal Council be and he is hereby authorized and directed to execute for and on behalf of the White Mountain Apache Tribe the proposed management contract for the White Mountain Recreation Enterprise. Said contract being dated May 5, 1958 and a duplicate copy of said contract being attached hereto marked, "Exhibit A" and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Secretary of the Interior or his authorized representative is hereby requested to expedite action on the attached management contract.

The foregoing Resolution was on May 12, 1958 duly adopted by a vote of 7 for and 0 against by the Tribal Council of the White Mountain Apache Tribe pursuant to authority vested in it by Article VI, Section 1 (n) of the Constitution and By-Laws of the Tribe ratified by the Tribe on August 15, 1938 and approved by the Secretary of the Interior on August 26, 1938 pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

MANAGEMENT CONTRACT FOR THE
WHITE MOUNTAIN RECREATION ENTERPRISE
An Enterprise of the
WHITE MOUNTAIN APACHE INDIAN TRIBE

THIS AGREEMENT, made this 5th day of May, 1958,
by and between the White Mountain Apache Tribe, hereinafter
referred to as the "Tribe", and JAMES D. SPARKS, hereinafter
referred to as the "Manager".

It is understood by both parties hereto that this agreement,
executed on the dates shown opposite the signatures below, shall
be effective May 5, 1958; it is further understood that this agree-
ment 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 approved November 24,
1954, and accepted by the Tribe December 7, 1954, hereby employs
JAMES D. SPARKS as Manager of the "White Mountain Recreation
Enterprise", a tribal enterprise, hereinafter referred to as the
"Enterprise", and the said JAMES D. SPARKS hereby accepts such
employment subject to said conditions and provisions:

EFFECTIVE: May 5, 1958.

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 Enterprise in accordance with the general policies, plans and procedures of the White Mountain Apache Tribal Council, in an economical and efficient manner, and in accordance with law. He shall operate the enterprise within the limitations of approved budgets for the Enterprise.

2. The Manager shall conduct the business of the Enterprise in accordance with the plan of operation for the Enterprise, approved November 24, 1954, and accepted by the Tribe December 7, 1954. 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 to be used for his guidance, and he shall not claim unfamiliarity with the plan 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 D-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 Enterprise at any reasonable time, and will make the records of the Enterprise available for inspection for such representatives. He shall be responsible for the accounting of all receipts and disbursements of the Enterprise as provided in Section D-1 and 2 of the approved plan of operation. Further, he shall be responsible for the proper maintenance of the accounts and

for securing the services of qualified auditors for the purpose of performing annual audits of the enterprise.

4. The Manager shall be bonded to the White Mountain Apache Tribe in the amount of \$50,000.00 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 Enterprise 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 costs of all bonds of the Manager, and his subordinates or employees, shall be considered an operating expense of the Enterprise. 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 Enterprise 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 Enterprise under this contract.

7. The period of this contract shall be from May 5, 1958, to May 4, 1961, after which it may be extended by mutual agreement of the parties thereto, provided that any extension shall not exceed a period of three (3) 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 May 4, 1961, in any one of the ways set forth herein. At the time of termination a full accounting for all property and funds of the Enterprise shall be rendered by the Manager, an audit shall be made at the expense of the Enterprise, except as set forth in sub-section (d) of this section.

(a) The Tribal Council may terminate this contract 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 Enterprise to an authorized representative of the Tribe, upon receipt of a notice of termination, and be relieved of the management of the Enterprise 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 Enterprise 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 Enterprise to an authorized representative of the Tribe upon receipt of a notice of termination, and be relieved of management of the Enterprise 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 Enterprise 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 corporation to make further payments except in settlement of obligations theretofore accrued under the contract. A full and complete audit and accounting for the funds and property of the Enterprise shall be made in accordance with instructions of the 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 Enterprise. Any payments due the Manager shall be made to the Manager, or in the event of the Manager's death to his executor, administrator, or assigns. The Manager, or in the event of the Manager's death his estate shall be liable for the proper accounting for all property and funds of the Enterprise. In the event the contract is terminated in this manner, Section 16 shall not apply.

(d) The Manager may terminate this contract at any time by giving the Tribal Council 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 \$7,200.00 per annum, with an annual increase of \$200.00 every twelve months until a maximum salary of \$8,000.00 per annum is reached. All salaries are to be paid in 26 equal installments in arrears.

9. The Manager will be furnished adequate office space and equipment for the conducting of Enterprise business. He will be furnished an automobile, and operation, repair and maintenance

expense of such automobile, by the Enterprise to be used in the conducting of Enterprise business. The Manager, or any employee of the Enterprise when authorized by the Manager, may use personally-owned automobile in conducting the business of the Enterprise on a reimbursement basis of ten 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 Enterprise when authorized by the Manager, when off the reservation overnight or longer periods of time on Enterprise business shall be considered in a travel status and shall be reimbursed at a per diem rate of \$12.00 in lieu of subsistence and lodging, computed in accordance with Government travel regulations, and for other incidental expenses incurred in connection with Enterprise business. Claims for per diem shall be supported by written statements of the traveler. Claims for other incidental expenses in excess of \$1.00 shall be supported by signed receipts.

10. The Manager shall be furnished an adequate warehouse and workshop, tools, equipment, materials and supplies necessary to complete planned projects. Where materials, supplies and equipment are not furnished in sufficient quantities for specific projects, failure to complete the project or work will not be cause for termination of this contract.

11. The Manager shall be furnished adequate quarters by the Tribe. The quarters shall be located in a desirable district and shall be rent free. The Manager shall pay all utilities.

12. The Manager shall devote his full time and energies to

the successful operation and management of the Enterprise and may not engage in other activities which would interfere with proper conduct of the Enterprise business. It is mutually understood and agreed by both parties that the Manager, in cases of emergencies, will be subject to Fire Control work and that such work shall be considered a part of the duties of the Enterprise operations. The Manager further agrees to follow the approved plan of operation and all amendments and revisions thereof.

13. (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 of 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.

14. This contract shall require approval by 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.

15. The terms of this contract may be modified by mutual consent of the parties thereto, provided that before any modification shall be effective, approval, as provided in the plan of operation, to the modification shall be required.

16. For each calendar day during which the Enterprise 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 \$50.00 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 5th day of May, 1958, and the Manager has executed said contract at Whiteriver, Arizona, this day of May 5, 1958.

ATTEST:

Mary A. Langfield
Secretary, White Mountain
Apache Tribe

WHITE MOUNTAIN APACHE TRIBE

Clinton Kersey
Chairman, Tribal Council

WITNESSES:

Barnes D. Rose
(Name)

Globe, Ariz
(Address)

Robert E. Robinson
(Name)

Whiteriver, Ariz
(Address)

Pursuant to authority vested
in me by Tribal Resolution
No. 58-21 dated May 12, 1958

James D. Sparks
MANAGER