

INTER-TRIBAL INDIAN CEREMONIAL ASSOCIATION, INC.  
GALLUP, NEW MEXICO

The Income and Ex pense Statement shows that the 1941 Indian Ceremonial operated at a loss of \$191.93. This may prove to be a surprise to the more or less casual observer but not to those who have been connected with it year after year. The Ceremonial has always operated at a loss and the most that can ever be hoped for it is to "break even."

This year the attendance was far in excess to any previously experienced by "The Ceremonial" in twenty years of its history and many who are fairly conversant with its affairs thought that there would be a profit.

However it should be repeated, and emphasized, that "The Ceremonial" can never hope to make a profit from operation.

It can be demonstrated, though it should be superflous to do so to its Board of Directors, that it is an immense source of profit to the community through the money that is spent by the visitors attracted to it, but this profit shows directly or indirectly on the books of the business houses of the community and cannot be reflected upon the records of "The Ceremonial."

It is true that the operating deficit, this year, was less than in any previous years and was actually a mere nominal deficit.

However the picture is not so rosy as this would seem to indicate.

The buildings on the grounds have been mere make-shifts which, so far as Ceremonial records go, there is no history of just how they got there. But the fact is clear enough that they are not reflected on the records at any valuation what-ever and the fact is equally clear that there has been a heavy year-by-year expense to keep them usable which could not justifiably be considered as anything but a constantly re-curring and unavoidable expense, after the annual repairs were made, the Ceremonial Association still had nothing but make-shifts that it was hoped would for another year

The Ceremonial Association has definitely entered a program of improving its plant with the completion this year of a steel and concrete grandstand of the best ty

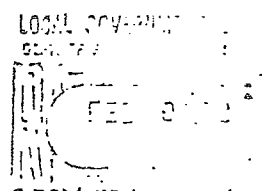
However this presents a problem which had not been forseen by many. Recognized business practice demands that this plant be depreciated along lines which have been established by usage which for this type of building should be about 5%. Yet 2% and not 5% depreciation was charged off this year on the grandstand. Had 5% been charged off th net operating deficit would have been \$1,511.93 instead of the \$191.93 shown.

Yet even this amount is extremely low for the returns realized by the section in the way of outside money left in it and world-wide publicity which is more and more accruing to it.

It should be remembered that the community has not spent \$191.93 or even \$1,511.93 for this but \$18,583.82 of which the Ceremonial earned \$18,391.89 and provided an additional \$10,085.75 which is represented in permanent investment in plant & equipment.

Responsible and experienced men estimate the money left in the community by Ceremonial visitors as between \$75,000.00 and \$100,000.00 and in addition, the publicity gained by the success of the Ceremonial is automatically establishing Gallup as the center of the Indian Country and the Southwest which is of incalculable value to the section and would cost a fabulous sum to accomplish by any form of direct advertising.





JOINT POWERS AGREEMENT

THIS AGREEMENT entered into this 24th day of January, 1973, by and between the CITY OF GALLUP, NEW MEXICO, a Municipal Corporation, hereinafter called "THE CITY" and the INTER-TRIBAL INDIAN CEREMONIAL ASSOCIATION, a State Agency, hereinafter called "THE CEREMONIAL" pursuant to the provisions of Article 22, Chapter 4 of the New Mexico Statutes Annotated, 1953, as amended, authorizing the exercise of Joint Powers Agreements between a municipal corporation and state agency,

WITNESSETH:

That the City and the Ceremonial mutually agree as follows:

PURPOSE: The City and Ceremonial have entered into this Agreement for the purpose of establishing and funding a commission to purchase, acquire, construct, improve, maintain and operate an improvement, hereinafter called and designated as the "facility" for the mutual benefit of both parties as hereinafter more specifically provided.

THE COMMISSION: There is hereby established a Commission to be known as the Joint Powers Development Commission and hereinafter called the "Commission". The Commission shall consist of seven (7) members; four (4) members shall be appointed by the City and three (3) members shall be appointed by the Ceremonial. The commissioners shall have staggered terms, the first four (4) commissioners appointed by the City to serve one (1), two (2), three (3) and four (4) years respectively, and the first three (3) commissioners appointed by the Ceremonial to serve two (2), three (3) and four (4) years respectively and, thereafter, all commissioners' terms shall be four (4) years. The members of the Commission shall carry out its powers, duties and functions at meetings of the Commission pursuant to "Robert's Rules of Order", as they presently exist. The officers of the Commission, their duties and terms of office shall be set forth in the rules and regulations of the Commission.

POWERS OF THE COMMISSION: In carrying out the duties and functions as herein provided, the Commission shall have the following power:

LOCAL GOVERNMENT  
CITY OF ...

(a) To acquire by purchase, gift, grant, loan, lease or trust and hold and dispose of real and personal property or rights or interest therein and retain the proceeds therefrom;

(b) To build, construct, improve, repair and maintain buildings, structures, improvements, grounds and equipment;

(c) To contract, including personal service contracts, construction contracts and leases for rental of the facilities, or part thereof, as hereinafter described; and

(d) To perform all acts and do all things necessary and convenient to carry out the Commission's powers, duties and functions as provided in this agreement; PROVIDED, HOWEVER, except as herein specifically authorized, the Commission is expressly prohibited from obligating in any manner the City or Ceremonial without the City or Ceremonial's prior approval.

DUTIES OF THE COMMISSION: The duties of the Commission are as follows:

(a) To hold Commission meetings.

(b) To prepare and establish rules and regulations for the governing of the Commission and its employees and for the performance of the Commission's duties and functions. Such rules and regulations shall not be inconsistent with the provisions of this Agreement and shall not take effect until approved by the governing bodies of both the City and the Ceremonial.

(c) To prepare an annual Commission budget and program of activities anticipated to be carried out and funds to be expended by the Commission. Such program and budget shall be prepared on a fiscal year basis to commence July 1st of each year. Copies of the proposed program and budget for each fiscal year shall be submitted to the City and Ceremonial at least ninety (90) days prior to the beginning of such fiscal year. The City and Ceremonial shall approve or disapprove in writing the program and budget and give notice of the same to the Commission thirty (30) days prior to the beginning of the fiscal year. The City and the Ceremonial may approve portions of the budget while disapproving other portions of the budget. Unless

(3)

the City or Ceremonial shall approve or disapprove the program or budget at least thirty (30) days prior to the beginning of the fiscal year, the program and budget shall be deemed approved. All funds shall be expended by the Commission in accordance with their budget and any expenditure disapproved in the budget by the City or Ceremonial shall not be made by the Commission.

(d) In carrying out the duties and functions of the Commission, the Commission shall comply with all Federal, State and City laws and regulations; and

(e) The Commission shall keep a full and complete record of all receipts and disbursements of funds received or expended by the Commission. The rules and regulations of the Commission shall require a good and sufficient bond for those persons responsible for the handling and safekeeping of the Commission's funds. All funds of the Commission shall be deemed "public funds" and shall be kept, disbursed, expended and accounted for only in the manner provided by law.

**FUNCTIONS OF THE COMMISSION:** The functions of the Commission are as follows:

- (a) To purchase and acquire all or a portion of the real property which the Ceremonial has under option.
- (b) To plan and construct the "facility" on such real property and
- (c) To administer such "facility", as hereinafter described.

**FUNDING AND ASSISTANCE:** The Commission may obtain funds and assistance from sources other than the City and Ceremonial for the performance of their powers, duties and functions of this Agreement.

The following funds and assistance will be provided the Commission by the City:

- (a) Seven Hundred Thousand and no/100 (\$700,000.00) Dollars, either in cash or revenue bonds, collected from, or secured by, the lodgers' tax collected by the City of Gallup;

(4)

(b) Any moneys received by the City of Gallup from the Bureau of Outdoor Recreation for the purpose of obtaining and constructing a rodeo ground or park, which amount at this time is expected to be One Hundred Thousand and no/100 (\$100,000.00) Dollars, and any funds heretofore budgeted by the City for such acquisition and construction of such a park;

(c) Such funds as may be obtained from the Four Corners Commission for the purposes stated herein.

The following funds and assistance will be provided the Commission by the Ceremonial:

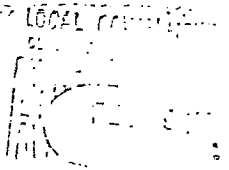
(a) Four Hundred Seventy-five Thousand and no/100 (\$475,000.00) Dollars cash;

(b) All that certain real estate purchased by the Ceremonial on the 23rd day of August, 1972, from W. J. Richards and Josephine C. Richards, husband and wife, and Joseph W. Richards;

(c) All remaining rights in that certain option to purchase granted by Joseph W. Richards, W. J. Richards and Josephine Richards, his wife, to the Ceremonial dated April 18, 1968.

In addition to the funds and assistance above specified, the City and Ceremonial agree to cooperate and assist the Commission in obtaining gifts, grants and other funds as may from time to time be available provided the same does not obligate or require the expenditure of additional funds of the City or Ceremonial.

THE FACILITY: It is the intention of the parties to this Agreement, that the Commission will construct a "facility" on the real property presently under option by the Ceremonial. (This "facility" is to have a multi-purpose<sup>USE (1) (2) (3) (4)</sup>. First, it is to provide a facility to be used by the Inter-Tribal Indian Ceremonial Association to carry out its purpose and function. Secondly, it is to provide a public fairground for such activities as the Lions' Annual Rodeo. Thirdly, it is to provide a facility for the holding of conventions and any and all other public functions compatible with the use of the "facility" and beneficial in nature to the City or Ceremonial.)



PRIORITY: As a guide to the Commission in the performance of this Agreement, the Commission, as their long-term goal, shall generally follow a program consistent with the program set forth in the Economic Research Associates Report to the Ceremonial of 1967. For their short-term goal, it is recommended that the Commission adopt the following priorities in expending the funds presently available for development and construction of such "facility":

- (a) Master plan for entire area;
- (b) Utilities and paved parking;
- (c) Multi-purpose building, visitor's center and amphitheater.

TERM: This Agreement shall continue from the date of execution until terminated, provided that in no event shall the Agreement terminate until all indebtedness of the Commission has been paid in full.

PROCEDURE: The following is the procedure to be followed in implementing this Agreement:

- (a) Execution by the parties to the agreement;
- (b) Approval by the Office of the Attorney General of the State of New Mexico on behalf of the Ceremonial and by the Local Government Division of the New Mexico Department of Finance and Administration on behalf of the City;
- (c) Appointment and creation of the Commission;
- (d) Acquisition of a master plan, or comprehensive plan, if the same is not otherwise available; and
- (e) Estimation of the money needs for the various phases of construction.

TERMINATION: This Agreement may be terminated by the parties as follows:

- (a) By mutual agreement, upon such terms and conditions as the parties shall agree; and
- (b) Upon one of the parties, hereinafter called A, notifying the other, hereinafter called B, in writing of that party's (A) intention to terminate. When a party (B) receives notice of termination, (B) shall have the option of terminating this Agreement as follows:

(6)

1. (B) paying (A) all of the funds (A) has expended pursuant to the provisions of this Agreement; upon such payment, this Agreement shall terminate. (B) shall then own and be entitled to all of the property and benefits derived from this Agreement and shall assume and be responsible for all of the debts and obligations arising out of this Agreement; or,

2. (B) may require that all of the property and assets be sold, all debts and obligations paid and satisfied and all remaining proceeds be paid to the parties in proportion to the parties' contributions made under this Agreement.

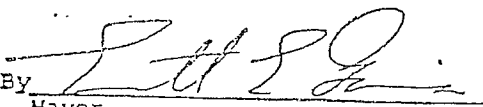
In the event the parties are unable to terminate this Agreement in one of the ways set forth above within one (1) year from the date of their mutual agreement or the date the notice to terminate is received by (B), then either party may petition the District Court of McKinley County, New Mexico, to appoint a receiver to proceed with the sale as provided in subparagraph 2 above, in such manner as the court shall direct.

REVENUES: The revenues received from the operation of the facilities provided under this Agreement shall be expended for payment of authorized indebtedness and for the operation, repair, maintenance, improvement and development of the "facility".

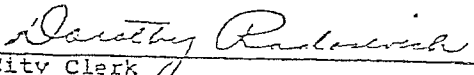
AMENDMENT: The governing bodies of the City and Ceremonial by written agreement may amend this Agreement at any time.

IN WITNESS WHEREOF, the City and Ceremonial have executed this Agreement the date first above written.

CITY OF CALLUP, NEW MEXICO

BY   
Mayor

ATTEST:

  
City Clerk



LOCAL GOVERNMENT  
DEPT. OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FEB 21 1973

INTER-TRIBAL INDIAN CEREMONIAL ASSOCIATION

BY John R. Velt  
President

ATTEST:

Ray Christensen  
Secretary

APPROVED:

STATE BOARD OF FINANCE AND ADMINISTRATION

BY Melvin J. Scholt 2/23/73  
for Executive Officer

OFFICE OF THE ATTORNEY GENERAL

BY Clived E. Taylor, Deputy

