

**SAN CARLOS APACHE TRIBE  
SAN CARLOS INDIAN RESERVATION  
SAN CARLOS, ARIZONA**

**RESOLUTION**

**Resolution No. JN-11-154**

**(Approving Transit Agreement with Gila County for Local Transportation Assistance Funds)**

**WHEREAS,** the San Carlos Apache Tribe is a Federally recognized Indian Tribe organized pursuant to the provisions of Section 16 of the Indian Reorganization Act of June 18, 1934 (stat. 984); and

**WHEREAS,** the Tribe has the authority, among other things, to “represent the Tribe and act in all matters that concern the welfare of the Tribe, and to make decisions not inconsistent with or contrary to [the Tribe’s] Constitution and Bylaws,” pursuant to Article V, Section 1(a) of the Amended Constitution and Bylaws of the San Carlos Apache Tribe; and

**WHEREAS,** the Tribe’s TANF program this day presents an intergovernmental Transit Agreement, as attached and incorporated by this reference, between the Tribe and Gila County for the purpose of the Tribe’s receipt of \$5,000 from the Local Transportation Assistance Fund, which shall be utilized by the Tribe’s Transit Program; and,

**WHEREAS,** the tribal Council finds that the proposed Agreement is in the best interests of public transportation and the Tribe.

**BE IT RESOLVED,** by the Tribal Council of the San Carlos Apache Tribe that the proposed intergovernmental Transit Agreement with Gila County is hereby approved.

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

**CERTIFICATION**

I, the undersigned, Secretary of the San Carlos Tribal Council, hereby certify that the Tribal Council is composed of Eleven (11) members of whom **Six (6)**, constituting a quorum, were at a Regular Council Meeting hereto held on the **7th** day of **June 2011**, and that the foregoing Resolution No: **JN-11-154** was duly adopted by a vote of **5 FOR; 0 OPPOSED; 0 ABSTAINED**; of the Tribal Council pursuant to Article V, Section 1(a) of the Amended Constitution and Bylaws of the San Carlos Apache Tribe effective February 24, 1954.



Katrina Talkalai, Tribal Secretary  
**SAN CARLOS APACHE TRIBE**

**TRANSIT AGREEMENT  
GILA COUNTY  
AND  
SAN CARLOS APACHE TRIBE  
TRANSIT PROGRAM**

This agreement is made and entered into effect the \_\_\_\_\_ day of June, 2011, by and between **GILA COUNTY**, an Arizona Municipal Corporation, hereinafter referred to as "County", and the **SAN CARLOS APACHE TRIBE TRANSIT PROGRAM**, hereinafter referred to as "Tribe".

**RECITALS**

The Gila County Board of Supervisors desire to provide funding to the Tribe as related to Local Transportation Assistance Fund II (LTAF) guidelines; and

The Tribe desires to utilize such funds as part of its Transit Program to facilitate transportation services between Globe and communities located on the San Carlos Apache Reservation.

**SCOPE**

It is the intent of the LTAF II legislation to provide funds for the sole purpose of providing transportation service. The funding is intended to be used within or proximate to the community or county receiving the LTAF II distribution. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Tribe agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the Tribe to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

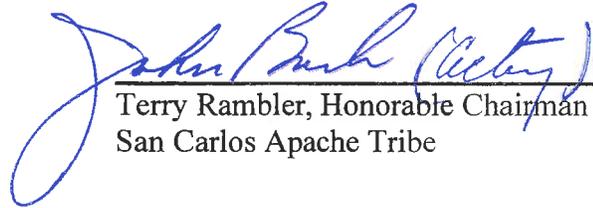
2. The Gila County Board of Supervisors will contribute the sum of \$5,000.00 for the Tribe's Transit Program
3. The Tribe agrees to maintain records for the grant period of April 1, 2011 thru September 30, 2011. The attached report will be due on October 1, 2011. The report will indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County. This report should be mailed to:  
  
Diana M. Jones, Grant Coordinator  
Gila County Public Works  
1400 E. Ash Street  
Globe, Arizona 85501  
(928) 402-8516
4. The parties are both of the opinion that the use of LTAF funds for the Tribe Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In the operation of the Program, the Tribe shall comply with all applicable federal, state, and local laws, rules and regulations currently in effect, or which may be adopted. In operating the Transit Program, the Tribe, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.
6. The Tribe shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Transit Program.
7. The San Carlos Apache Tribe shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.
8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Tribe should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Tribe shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
9. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the \_\_\_\_\_ day of May, 2011.

**GILA COUNTY**

**SAN CARLOS APACHE TRIBE**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

  
\_\_\_\_\_  
Terry Rambler, Honorable Chairman  
San Carlos Apache Tribe

Date: \_\_\_\_\_

Date: 6/9/11

**ATTEST:**

**ATTEST:**

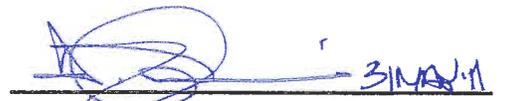
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

  
\_\_\_\_\_  
Patricia Jarama  
Tribal Secretary

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney

  
\_\_\_\_\_  
General Counsel, Titla & Parsi, PLLC

**LTAF TRANSIT  
FY 2011 FUNDS**

Globe Route  
(Transit # 002)

|  | April 2011  | May 2011 | June 2011 | July 2011 | Aug. 2011 | Sept. 2011 |
|--|-------------|----------|-----------|-----------|-----------|------------|
| # of Rides                               | 1,053       |          |           |           |           |            |
| Totals:                                  |             |          |           |           |           |            |
| # of Riders per location:<br>Out of Town | 261         |          |           |           |           |            |
| County Limits                            | 261         |          |           |           |           |            |
| Employee Wages                           | \$ 1,920.00 |          |           |           |           |            |
| Expenses                                 | \$ 1,292.01 |          |           |           |           |            |

Description of expenses: According to April's, 2011 Report it is estimated that the LTAF Transit Funds will supplement services for One and Half months (\$5,000.00 LTAF Funds).

Thank you,  
Andine Stevens

## ADDENDUM TO TRANSIT AGREEMENT

### Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Tribe certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

### Legal Arizona Workers Act Compliance

The Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Tribe's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) if applicable (together the "State and Federal Immigration Laws"). The Tribe shall further ensure that each subcontractor who performs any work for Tribe under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Tribe and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Tribe's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Tribe to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Tribe shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Tribe shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A), if applicable. Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

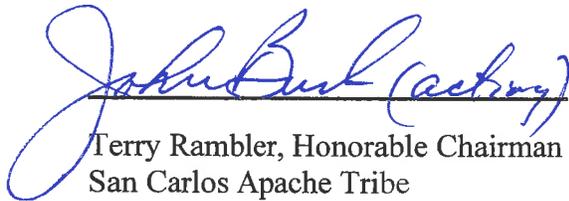
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Tribe.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the \_\_\_\_\_ day of June, 2011.

**GILA COUNTY**

**SAN CARLOS APACHE TRIBE**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

  
Terry Rambler, Honorable Chairman  
San Carlos Apache Tribe

Date: \_\_\_\_\_

Date: 6/9/11

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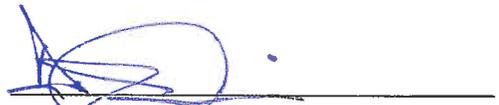
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

  
Patricia Martinez  
Tribal Secretary

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney

  
Alexander Ritchie, Tribal Attorney