

**TRANSIT AGREEMENT  
GILA COUNTY  
AND  
SAN CARLOS APACHE TRIBE  
Nnee Bich'o'Nii "Helping the People" Transit Services**

This agreement is made between **GILA COUNTY**, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **SAN CARLOS APACHE TRIBE TRANSIT SERVICES**, a Federally recognized Indian Tribe, hereinafter referred to as "Tribe".

**RECITALS**

The Gila County Board of Supervisors desire to provide funding to the San Carlos Apache Tribe Transit Program as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Tribe Transit Program. The Tribe desires to utilize LTAF funds to provide transportation services pursuant to LTAF guidelines.

**SCOPE**

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. 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 organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient 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 \$2,877.75 for the San Carlos Apache Tribe Nnee Bich'o'Nii "Helping the People" Transit Services.
3. The Tribe agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and 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 Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst  
Gila County Finance  
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 San Carlos Apache Tribe Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.
5. In operating the San Carlos Apache Tribe Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability in accordance with, and subject to applicable law, including Title VII of the Federal Civil Rights Act, which recognizes that under certain circumstances, Native American employment preferences are necessary and appropriate to promote tribal self-determination.
6. The Tribe shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the San Carlos Apache Tribe Transit Program. The Tribe will not use any of the LTAF funds provided in this agreement to pay any subcontractor.
7. The 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 San Carlos Apache Tribe Transit Program 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. Anti-Terrorism Warranty  
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor 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.
10. 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 as may be applicable to the San Carlos Apache Tribe

Transit Program's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

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

Any breach of San Carlos Apache Tribe Transit Program'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 San Carlos Apache Tribe Transit Program 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, the 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.

San Carlos Apache Tribe Transit Program 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). 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 San Carlos Apache Tribe.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

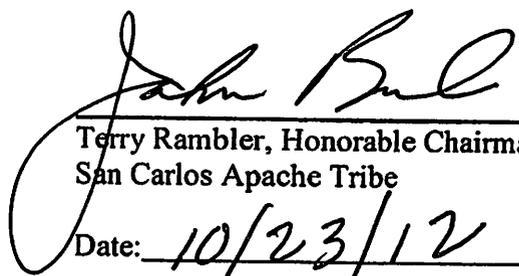
**IN WITNESS WHEREOF**, the parties herein have set their hands and seals the        day  
of

**GILA COUNTY**

**SAN CARLOS APACHE TRIBE**

\_\_\_\_\_  
Tommie C. Martin, Chairman  
Gila County Board of Supervisors

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

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

Date: 10/23/12

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers  
Bryan Chambers,  
Chief Deputy County Attorney

ATTEST:

Patricia G. Kallala  
Tribal Secretary

APPROVED AS TO FORM:

Alexander Ritchie  
Alexander Ritchie,  
Tribal Attorney