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Resolution No. 80-97

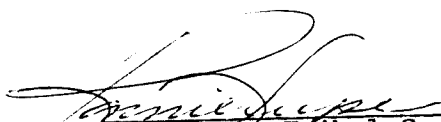
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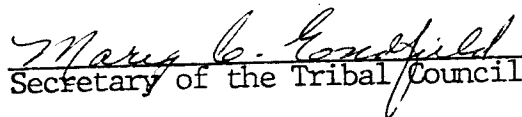
FORT APACHE INDIAN  
AGENCY  
WHITERIVER, ARIZ.

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

- WHEREAS, the Tribal Council of the White Mountain Apache Tribe enacted Resolution No. 80-66 for the purpose of directing the creation of a Tribal Roads and Construction Department, and
- WHEREAS, such resolution further intended to investigate all possible resources on the reservation in order to create such tribal program, and
- WHEREAS, the Tribal Council has reviewed and considered the creation of a Tribal Enterprise to better serve these purposes, and
- WHEREAS, the Tribal Council has also reviewed the availability of the necessary equipment through the Bureau of Indian Affairs, on a rental basis, and
- WHEREAS, the Tribal Council has determined that the appropriation of \$500,000.00 from tribal funds on hand, for a six-month period, is necessary and appropriate in order to initiate the Tribal Roads and Construction Enterprise, and
- WHEREAS, the Tribal Council has also determined that the Tribe shall not interfere in Bureau of Indian Affairs Roads Maintenance operation.
- BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs the creation of a Tribal Roads and Construction Enterprise and the preparation of a Plan of Operations for such Enterprise.
- BE IT FURTHER RESOLVED that the Tribal Council directs the appropriation of \$500,000.00 from Fort Apache Timber Company Special Funds budgeted for use by the Central Tribe, Fiscal Year 1980-1981, for the purpose of initiating said enterprise for a six-month period.
- BE IT FURTHER RESOLVED that such enterprise may rent necessary equipment for its use from the Bureau of Indian Affairs at such rates and under such conditions and as set forth in the attached rental agreement.
- BE IT FURTHER RESOLVED that the Apache Planning Office is directed to establish a budget for Fiscal Year 1980-1981 in cooperation with the General Manager of this enterprise in accordance with the terms of this resolution.
- BE IT FURTHER RESOLVED that said Tribal Enterprise shall not interfere in Bureau of Indian Affairs Roads Maintenance operations.
- BE IT FURTHER RESOLVED that the Tribal Chairman is authorized to execute any and all documents necessary to carry out the purposes of this resolution.

The foregoing resolution was on April 8, 1980 duly adopted by a vote of 10 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

  
Chairman of the Tribal Council

  
Secretary of the Tribal Council

RENTAL AGREEMENT

"This Agreement entered into on this 7th day of April, 1980, by and between the Fort Apache Indian Agency acting through the Superintendent, hereinafter known as the Renter, and the White Mountain Apache Tribe, hereinafter known as the Rentee, provides for the temporary use of the property listed below in accordance with the terms and conditions hereinafter specified."

The property covered under this agreement is:

<u>Identification</u>	<u>Description</u>	<u>Rental Rate</u>
D5E107	International TD25 Dozer and Ripper	\$4,697.00 a month
F3B206	Wabco 38 yd. Self-propelled Scraper	\$10,453.00 a month
I-107960	Dodge Fuel Truck	\$632.00 a month
	Total	<u>\$15,782.00 a month</u>

General Conditions

- (a) Care and Maintenance - It is agreed that the Rentee shall be responsible for all maintenance and repair during the term of this Agreement and shall return the equipment in the same condition as when received, less normal wear and tear. The Rentee agrees to use only manufactures recommended fuel, oil and lubricants and to carry out an acceptable preventative maintenance program.
- (b) Rentee shall ascertain that all operators of equipment or vehicles are fully qualified to operate assigned equipment or vehicles and have in their possession a current Government operator's permit which will be issued by the Renter.
- (c) Rentee shall assume all liability, personal and property damage, incidental to the operation of these vehicles.
- (d) Rentee shall be responsible that the use of these vehicles is restricted to an official capacity for the White Mountain Apache Tribe and in no manner reflects discredit to the U.S. Government as owner.
- (e) This agreement may be terminated by written notice of one week in advance by Renter or by Rentee.

Agreed: [Signature]  
Chairman, White Mountain Apache Tribe

[Signature]  
Manager, White Mountain Apache Tribal Road Dept.

Approved: [Signature]  
Superintendent, Fort Apache Indian Agency