

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

WHEREAS, the Arizona Department of Economic Security has located its Food Stamp Office for service to the White Mountain Apache Tribe in the old hospital building in Whiteriver, and

WHEREAS, the Department of Economic Security, hereinafter (DES), has advised the Tribe that the hospital facility does not have enough room and is unsuitable for other reasons as a Food Stamp Office and that a better location can better serve the White Mountain Apache people, and

WHEREAS, DES has proposed an Inter-Governmental Agreement, a copy of which is attached hereto, which would permit DES to set up a 24 x 60 office trailer in Whiteriver for a period of five (5) years at the rental sum of \$100.00 per month, and

WHEREAS, said lease would comprise approximately .220 acres, legal description of which is set forth in the attached inter-office agreement, and

WHEREAS, the Tribal Attorney has negotiated the terms of the lease with DES and all of the standard protections in terms of liability insurance and alterations to the property have been incorporated in the lease, and

WHEREAS, further DES personnel from time to time do not have the space or utilities available to them in the hospital and believe that there is an emergency requiring a walk-through resolution so that the Food Stamp Office can be set up in the to be leased premises as soon as possible in order to serve the people, and

WHEREAS, the Tribal Council agrees that time is of the essence and that the Food Stamp Office operated by DES provides a very valuable service for tribal people.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves in a Special Session of the Tribal Council approval of the lease of the premises to the Arizona Department of Economic Security the terms of which are set forth in an Inter-Governmental Agreement attached to this resolution.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes the Tribal Chairman to sign the Inter-Governmental Agreement and any other documents necessary to carry out the purposes of said agreement.

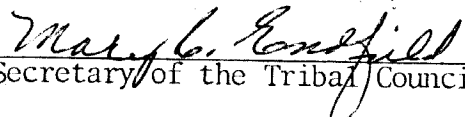
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DEC 29 1982

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ

The foregoing resolution was on December 27, 1982 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 V, Section 1 (b & 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

Resolution N. 82-305

INTER-GOVERNMENTAL AGREEMENT

LESSOR: THE WHITE MOUNTAIN APACHE TRIBE
P.O. Box 700
Whiteriver, Arizona 85941

LESSEE: ARIZONA DEPARTMENT OF ECONOMIC SECURITY
an Agency of the State of Arizona
1717 West Jefferson
Phoenix, Arizona 85005

THIS AGREEMENT, made and entered into by and between THE WHITE MOUNTAIN APACHE TRIBE, hereinafter called the Lessor, and the ARIZONA DEPARTMENT OF ECONOMIC SECURITY, hereinafter called Lessee, for the purpose of renting a parcel of land within the exterior boundaries of the Fort Apache Indian Reservation, to be used for the Department of Economic Security Service Delivery Office, which will be a 24' x 60' office trailer.

W I T N E S S E T H: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. PREMISES:

The Lessor hereby leases to the Lessee the following described primeses, for the purpose of setting up a 24' x 60' office trailer to be used as the Department of Economic Security Delivery office:

A parcel of land situated in the Community of Whiteriver, within the east half of the SE1/4, of Section 14, T5N, R22E, G&SRB&M, on the Fort Apache Indian Reservation, Navajo County, Arizona, being more particularly described as follows:

Commencing at a brass cap located on North 1/4 corner of Section 23 and running:

Thence N 60°42'04" E for a distance of 2397.04 feet to the true point of beginning; thence S 56°11'07" E for a distance of 120.00 feet;

thence N 33°48'53" E for a distance of 80.00 feet; thence N56°11'07" W for a distance of 120.00 feet; thence S 33°48'53" for a distance of 80.00 feet to the true point of beginning.

Containing 0.220 acres more or less

Legal description attached hereto as Exhibit A.

2. TERMS:

TO HAVE AND TO HOLD the said premises, together with appurtenances thereto, for the term beginning February 1, 1983, or after filing with the Arizona Secretary of State, whichever date is later and ending January 31, 1988.

3. RENT:

Lessee agrees to pay, as rental, at such place as may be designated from time to time by Lessor, the sum of One Hundred Dollars (\$100.00) per month.

Said payment shall be initiated each month in the following manner:

Lessee shall prepare and issue a warrant at the end of each month. The warrant shall be mailed to the address stated in paragraph 10 of this lease.

Any partial month shall be prorated for that portion of the month Lessee occupies said premises.

4. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this Lease, nor sublet the demised premises without written consent of the Lessor.

5. TERMINATION:

Either the Lessor or Lessee may terminate the Lease at any time during the term or any renewal thereof by written notice of cancellation mailed to the Lessor or Lessee at the respective parties last known address thirty (30) days

prior to the effective date of such cancellation without incurring any penalty or damages. Lessee must remove his property within ten (10) working days of the effective date of such cancellation.

6. STATEMENT OF LIABILITY:

The Lessee shall provide to the Lessor a copy of the Certificate of Insurance showing the Lessee to have in effect for the term of this agreement a General Liability Insurance Policy in the minimum amount of \$500,000 public liability insurance which shall be the primary coverage for the Lessee's activities under this Lease.

7. HOLD OVER:

Should Lessee hold possession after expiration of this Lease term or any renewal thereof, Lessee shall become a Lessee on a month-to-month basis upon the same terms and conditions of said Lease.

Either Lessor or Lessee shall have the right to terminate this said Lease within thirty (30) days written notice to the Lessee or Lessor's last known address without incurring any penalty or damages.

8. ALTERATIONS:

It is further agreed by and between the parties hereto that the Lessee may place improvements as hereinafter described on the land covered in this Lease and remove same within forty-five (45) days after the termination of his occupancy, provided that upon failure of the Lessee to remove the structures or improvements within the period fixed, they shall become the property of the Lessor; and PROVIDED FURTHER, that he may not attach such

improvements to any improvements already on the land or to permanent improvements to be hereinafter constructed, in such a way that the removal thereof would in any way damage the improvements which must be left on the land:

Lessee will construct a cement slab with sewer and water hookup at the expense of the Lessee, for the purpose of setting up a 24' x 60' office trailer. Upon the termination of this Lease, the cement slab and sewer and water hookups will become the property of the Lessor.

It is understood and agreed by and between the parties hereto that any and all improvements placed upon the premises not stipulated in this Agreement are to remain thereon at the expiration of this Lease and become the property of the Lessor.

9. COMPLIANCE WITH THE LAW:

The Lessor and Lessee shall promptly execute and comply with all statutes, resolutions, orders, codes, ordinances, requirements and regulations of the Federal Government applicable to the premises.

10. NOTICES:

All notices required by this Lease shall be deemed fully given when made in writing and deposited in the United States mail certified or registered and postage prepaid and addressed as follows:

LESSOR: Office of the Chairman
White Mountain Apache Tribe
P.O. Box 1150
Whiteriver, Arizona 85941

LESSEE: Arizona Department of Economic Security
Real Property Section - 810Z-8
P.O. Box 6123
Phoenix, Arizona 85005

11. RIGHT OF RECOVERY:

The Parties to the Lease mutually agree to waive all

rights of recovery, each against the other, for damage to the property of either caused by fire, lightning, or the perils insured under the Standard Extended Coverage Endorsement in use in the State of Arizona.

12. PROHIBITION OF DISCRIMINATION:

a. The Lessor agrees to comply with State of Arizona Executive Order No. 75-5, "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS," a copy of which is attached hereto and made part of this Agreement. Notices to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph A of said Executive Order are attached hereto for posting by the Lessor.

b. Except with the express authorization of Congress, the Lessor, his employees or agents shall not utilize any federal funds under the terms of this Lease to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

13. CONFLICT OF INTEREST:

All parties hereby are put on notice that this Lease Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511, the provisions of which are incorporated herein.

14. AGREEMENTS IN WRITING:

All negotiations, considerations, representations, and understandings between the Parties are incorporated and expressly stated herein and may be modified and altered only by agreement in writing between the Parties.

15. AUTHORIZATION:

Arizona Revised Statutes 11-951, 11-952 and 41-1958 are the exact references under which each contracting party is authorized to exercise the perogatives contemplated.

Pursuant to Article 1, Section, Article 1, and Article 5, Section 1(b) of the Constitution and Bylaws of the White Mountain Apache Tribe, and Code of Federal Regulations, Number 25, Part 131, the White Mountain Apache Tribe is authorized to enter into agreements with the State of Arizona.

This Agreement shall be filed with the Arizona Secretary of State and will not become effective until after filing or the beginning date of the term of the Agreement, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

THE WHITE MOUNTAIN APACHE TRIBE

By _____
TRIBAL CHAIRMAN

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

By _____

POSITION _____

This Department of Economic Security Contract which is an agreement between Public Agencies has been reviewed pursuant to ARS 11-952 by the undersigned Assistant Attorney General who

has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DATED this _____ day of _____, 198__.

Robert K. Corbin, The Attorney General

Assistant Attorney General