



RESOLUTION 2014 - 918

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE
YAVAPAI-APACHE NATION FOR TRANSIT SERVICES IN THE MUNICIPAL
BOUNDARIES OF THE TOWN OF CAMP VERDE**

WHEREAS, the Nation has authority under its constitution to provide public transportation services and has entered into funding agreements with the United States to provide such services; and

WHEREAS, the Nation currently operates a public transit system and wishes to extend its service within the municipal boundaries of Camp Verde; and

WHEREAS, Camp Verde had authority under its constitution to enter into and perform agreements with Tribal governments under A.R.S. §11-952; and

NOW THEREFORE, in consideration of the mutual covenants and considerations provided herein, the parties agree as follows:

1. Obligations of the Parties.

A. Nation's Responsibilities. The Nation agrees to:

- (1) Be responsible for operation of the YAN public transit system, including all the costs associated with operating the system.
- (2) Comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments when operating within the municipal boundaries of Camp Verde.
- (3) Follow the route described in Attachment A of this IGA, which is subject to future modification. In the case of such a modification, the Nation will provide Camp Verde with notice and a modified copy of the route 90 days prior to implementation of the modified route.

B. Camp Verde's Responsibilities. Camp Verde agrees to:

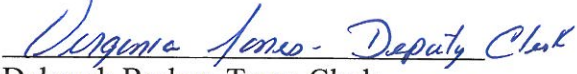
- (1) Permit the Nation to operate its public transit system within the municipal boundaries of Camp Verde.
- (2) Subject to necessary appropriation of funds by the Town Council, build and maintain new bus stops and permit the Nation to utilize the bus stops in the course of operating the Nation's public transit system within the municipal boundaries of Camp Verde.

PASSED AND ADOPTED BY THE Mayor and Common council of the Town of Camp Verde, Yavapai county Arizona on the 16th day of April 2014.



Charles German, Mayor

Attest:



Deborah Barber, Town Clerk

5-6-2014

Approved as to form:



William J. Sims III, Town Attorney

INTERGOVERNMENTAL AGREEMENT

The Yavapai-Apache Nation
And
The Town of Camp Verde

(Public Transportation)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement” or “IGA”) is made and entered into this ____ day of _____ 2014, by and between the **YAVAPAI-APACHE NATION**, a Federally Recognized Indian Tribe (hereinafter the “Nation”) and the **TOWN OF CAMP VERDE**, an Arizona municipal corporation (hereinafter “Camp Verde”).

WHEREAS, the Nation has authority under its constitution to provide public transportation services and has entered into funding agreements with the United States to provide such services; and

WHEREAS, the Nation currently operates a public transit system and wishes to extend its service within the municipal boundaries of Camp Verde; and

WHEREAS, the Nation has authority under its constitution to enter into and perform agreements with federal, state and local governments; and

WHEREAS, Camp Verde has authority to enter into and perform agreements with Tribal governments under A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the mutual covenants and considerations provided herein, the parties agree as follows:

1. Obligations of the Parties.

A. Nation’s Responsibilities. The Nation agrees to:

- (1) Be responsible for operation of the YAN public transit system, including all the costs associated with operating the system.
- (2) Comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments when operating within the municipal boundaries of Camp Verde.
- (3) Follow the route described in Attachment A of this IGA, which is subject to future modification. In the case of such a modification, the Nation will provide Camp Verde with notice and a modified copy of the route 90 days prior to implementation of the modified route.

B. Camp Verde's Responsibilities. Camp Verde agrees to:

- (1) Permit the Nation to operate its public transit system within the municipal boundaries of Camp Verde.
- (2) Subject to necessary appropriation of funds by the Town Council, build and maintain new bus stops and permit the Nation to utilize the bus stops in the course of operating the Nation's public transit system within the municipal boundaries of Camp Verde.

2. No Transfer of Funds.

Each party acknowledges that there will be no transfer of funds between the parties in connection with this Agreement. Camp Verde does, however, agree to support the Nation's efforts to obtain funding from other sources for its public transit operations.

3. Term of Agreement and Termination.

Unless terminated earlier pursuant to this Section, the term this IGA shall be one (1) year from _____, 2014 through _____, 2015, provided that the parties may, no later than 14 days prior to the expiration of the term or any subsequent term, mutually agree to extend this IGA through a written amendment to this IGA. The Nation and Camp Verde by mutual written agreement may terminate this IGA, or either the Nation or Camp Verde may terminate this IGA upon sixty (60) days written notice to the other party.

4. Mutual Indemnification.

To the extent permitted by law, Camp Verde agrees to indemnify and hold harmless the Nation, its elected representatives, officers, agents and employees against any and all liability, loss or expense, including reasonable attorneys' fees, brought or filed by a third party resulting from any acts or omissions of Camp Verde, its elected representatives, officers, agents and employees arising out of or related to this IGA. To the extent permitted by law, the Nation agrees to indemnify and hold harmless Camp Verde, its elected representatives, officers, agents and employees against any and all liability, loss or expense, including reasonable attorneys' fees, brought or filed by a third party resulting from any acts or omissions of the Nation, its elected representatives, officers, agents and employees arising out of or related to this IGA.

5. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with regard to the subject matter contained herein, and replaces and supersedes all other prior agreements or understandings, whether written or oral. Except as otherwise provided herein, no amendment, extension, or change to this Agreement shall be binding unless in writing and signed by both parties.

6. Dispute Resolution.

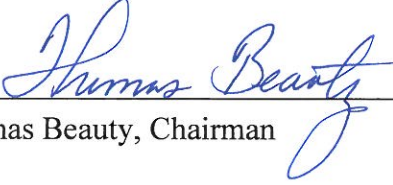
In the event any claim, dispute or controversy arises between Camp Verde and the Nation under the terms of this Agreement, the parties agree to attempt to resolve the matter informally through discussions and negotiations. Should the parties fail to reach a resolution through this informal process, the parties agree to terminate this Agreement as provided in Section 3.

7. Authority.


Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

YAVAPAI-APACHE NATION

By: 
Thomas Beauty, Chairman

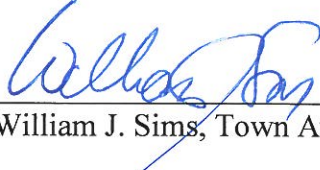
TOWN OF CAMP VERDE

By: 
Charles German, Mayor

Approved as to Form:


Office of the Attorney General

Approved as to Form:


William J. Sims, Town Attorney

ATTACHMENT A

