

RESOLUTION NO. 102 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving the Purchase of a Vehicle
for the Nation's Senior Program

WHEREAS: The Yavapai-Apache Nation Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation as provided under Article V(a) of the Constitution of the Yavapai-Apache Nation (“Constitution”); and

WHEREAS: The Council is authorized to “appropriate and regulate the use of tribal funds” as provided under Article V (k) of the Constitution; and

WHEREAS: The Nation’s Senior Program Manager has identified the need to purchase a vehicle for the Nation’s Senior Program; and

WHEREAS: Following the receipt of quotes, the Senior Program Manager recommends the purchase of a 2022 Toyota Camry from Findley Toyota Flagstaff in accordance with the terms and conditions of the Retail Purchase Agreement, Deal #109134 (the “Agreement”), a copy of which is attached to this Resolution and incorporated herein as Exhibit A, and under which Findlay Toyota Flagstaff agrees to sell to the Nation a 2022 Toyota Camry, VIN No. 4T1S11AK2NU686405, for a total price of **\$31,927.57**; and

WHEREAS: Funding for payment of the vehicle is available from the Senior Program’s Older Americans Act Title III grant from ITCA; and

WHEREAS: The Council has determined that it is in the Nation’s best interest to approve the purchase of the vehicle in accordance with the Agreement as set out above.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the purchase of a 2022 Toyota Camry for the Nation’s Senior Program from Findlay Toyota Flagstaff in accordance with the terms and conditions of the Retail Purchase Agreement, Deal #109134 described above and attached to this Resolution as Exhibit A for the total price of **\$31,927.57**.

BE IT FURTHER RESOLVED that funding for the payment of the vehicle shall be paid from the Senior Program’s Older Americans Act Title III grant from ITCA.

BE IT FINALLY RESOLVED that the Chairman, and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on June 15 2022, by a vote of 8 7 in favor, 0 opposed and 1 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Jon Huey, Chairman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Senior Program
2022 Toyota Camry
Findlay Toyota Flagstaff Retail Purchase Agreement
Deal #109134



YAVAPAI-APACHE NATION SENIOR PROGRAM

Phone: (928) 634-7235

www.yavapai-apache.org

Fax: (928) 634-0661

June 7, 2022

As outlined in the FY2022 Title III Notification of Grant Award Amendment 01 from the Inter Tribal Council of Arizona (ITCA) the Senior Program will purchase a new vehicle to be used as outlined in the Senior Programs Scope of Work.

The Senior Program has selected Findley Toyota Dealership of Flagstaff to purchase one 2022 Camry SE for \$31,408.00. The vehicle will be purchased at market value due to lack of availability of vehicles using a procurement cooperative and immediate need.

Additional quotes are listed below.

	Findley Toyota	Right Toyota	Hatch
Engine	2.5L 4-Cyl DFE	2.5L 4-Cyl DFE	2.5L 4-Cyl DFE
Transmission	8 SPEED EC	8 SPEED EC	8 SPEED EC
Accessories	\$ -	\$ 3,060.00	\$ 3,060.00
TOTALS	\$ 31,408.00	\$ 31,823.00	\$ 31,768.00

100 percent of the vehicle cost will be charged to the award. Total cost including fees is \$31,927.57.


Bernadette Williams
YA Senior Program Manager



5030 E Marketplace Drive, Flagstaff, AZ 86004
 Phone: (928) 779-2445 Fax: (928) 527-7305

CUSTOMER# 116744

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): APACHE NATION YAVAPAI Deal #: 109134
 Date: 06/03/2022
 Address: 2400 W DATSI ST CAMP VERDE AZ 86322 County: YAVAPAI
 Telephone (1): 928/567-1009 Telephone (2): _____ DOB: _____
 E-mail: bwilliams@yan-tribe.org D.L./State I.D.#: _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2022	MAKE TOYOTA	MODEL CAMRY	COLOR Celestial Silver M	STOCK NO. T9508
VIN/SERIAL NO. 4T1S11AK2NU686405		ODOMETER READING <input type="checkbox"/> Not Accurate 12	SALESPERSON ERIC ALLEN	

THE VEHICLE IS: NEW USED
 PRIOR USE DISCLOSURE: DEMONSTRATOR EXECUTIVE RENTAL OTHER

WARRANTY STATEMENT CASH PRICE OF VEHICLE **31408.00**

ALL VEHICLES: Any warranties by a manufacturer or supplier other than our Dealership ("the Seller") are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

NEW VEHICLES SOLD AS-IS BY SELLER: Seller expressly disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, unless Seller enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction.

USED VEHICLES: The Seller hereby warrants that this Vehicle will be fit for the ordinary purposes for which the Vehicle is used for fifteen (15) days or five hundred (500) miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Purchaser) will have to pay up to twenty-five dollars (\$25.00) for each of the first two repairs if the warranty is violated.

The Vehicle Is Sold As-Is - Not Expressly Warranted Or Guaranteed by Seller and Seller makes no implied warranty of fitness for any particular purpose, or implied warranty of merchantability beyond that set forth above, unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Seller or Seller enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. **Traducción española: Vea el dorso.**
 If this box is marked, the Vehicle is sold with a Used Vehicle Limited Warranty from Seller. Please see the Used Vehicle Limited Warranty; No other express warranties are made by Seller. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.

EMISSION INSPECTION FEE
 DOCUMENTARY FEES
 TAXABLE SELLING PRICE **31408.00**
 SALES TAX **N/A**
 REGISTRATION FEE **11.57**
 TITLE FEE **4.00**

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)
Attention Purchaser: Sign here only if the Dealer told you that this Vehicle has the following problem(s) and that you agree to buy the Vehicle on those terms:
 1. N/A
 2. N/A
 3. N/A

Purchaser's Signature(s): _____ Date: 06/03/2022

TRADE-IN VEHICLE INFORMATION

Year: _____ Make: _____ Model: _____ Color: _____	TRADE-IN ALLOWANCE
VIN/Serial No: _____ Odometer Reading: <input type="checkbox"/> Not Accurate	MINUS: PAYOFF BALANCE
Trade-in Allowance: <u>N/A</u> Balance Owed & Lienholder: <u>N/A</u>	NET TRADE-IN ALLOWANCE
	TOTAL DUE 31927.57

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION.
 IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT.
 You have entered into a Service Contract with N/A

UNPAID BALANCE DUE **31927.57**

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including those terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Dealership Representative.

Purchaser: [Signature] Accepted By Authorized Dealership Representative: _____

Purchaser: _____

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

- Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - Agreement** - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
 - You, Your** - Means the Purchaser(s) identified on the front side of this Agreement.
 - We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
 - Manufacturer** - Means the company that manufactured the Vehicle.
 - Vehicle** - Means the Vehicle that you are purchasing from us as described on the front of this Agreement.
 - Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.
- Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
- Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
- Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are **not purchasing a new Vehicle for resale or export** within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
- Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
- Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
- Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
- Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement or pursuant to Paragraphs 2 or 7. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
- Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised on the front of this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
- Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
- Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
- CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY):** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
- GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA.
- LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY ARIZONA LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional Delivery Agreement/Limited Right to Cancel will apply. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional Delivery Agreement/Limited Right to Cancel and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
- Entire Agreement and Signing Other Documents:** The front and back of this Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.