R E S O L U T I O N

54-83

The Navajo County Board of Supervisors resolves that the Navajo County Superintendent of Schools will lease a school bus at the rate of ONE HUNDRED EIGHTY-TWO and NO/100 ($182.00) DOLLARS per month and TWENTY-SIX ($.26) CENTS per mile from the Dilkon Navajo Chapter for the purpose of transporting public school students to attend the Winslow High School. Navajo County Superintendent of Schools agrees to employ and provide the salary for the driver of the Dilkon Bus. The agreed upon arrangement will be consumated through an Intergovernmental Agreement signed by the Navajo County Board of Supervisors and the Bureau of Indian Affairs by the Dilkon School Officials, which is to be approved by the Navajo County Attorney, Holbrook, Arizona.

The Navajo County Board of Supervisors further resolves the future signing by L. Jim Reidhead, Navajo County Superintendent of Schools, of the Intergovenmental Agreement.

THIS RESOLUTION was adopted by the Board of Supervisors of Navajo County, State of Arizona, on the 21st day of June, 1983.

AUTHORIZED SIGNATORY

L. Jim Reidhead

NAVAJO COUNTY BOARD OF SUPERVISORS

Chairman

Member

Member

ATTACHMENT "A"

R E S O L U T I O N

The Dilkon Navajo Chapter resolves that the Chapter (Dilkon School) will lease a school bus at the rate of ONE HUNDRED EIGHTY-TWO and NO/100 ($182.00) DOLLARS per month and TWENTY-SIX ($.26) CENTS per mile to the Navajo County Superintendent of Schools for the purpose of transporting public school students to attend the Winslow High School. The Navajo County Superintendent of Schools agrees to employ and provide the salary for the driver of the Dilkon Bus. The agreed upon arrangement will be consumated through an Intergovernmental Agreement signed by the Navajo County Board of Supervisors and the Bureau of Indian Affairs by the Dilkon School Officials (Dilkon School), which is approved by the Navajo County Attorney, Holbrook, Arizona.

The Dilkon Navajo Chapter (Dilkon School) further resolves the future signing by Berlyn Yazzie, Principal, Dilkon School, of the Intergovernmental Agreement.

This resolution was adopted by the Dilkon Navajo Chapter on the _____ day of _____, 1983.

AUTHORIZED SIGNATORY

_____
Berlyn Yazzie

DILKON NAVAJO CHAPTER

_____
Councilman

TEES TOH NAVAJO CHAPTER

_____
Councilman

ATTACHMENT "A"

RESOLUTION

The Holbrook School Board resolves that the Holbrook School District Number Three will provide Public Liability and Property Damage insurance for the leased school bus for the purpose of transporting public school students to attend Winslow High School. The agreed upon arrangement will be consumated through an Intergovernmental Agreement signed by the Navajo County Board of Supervisors, the Bureau of Indian Affairs by the Dilkon School Officials and the Holbrook School Board, which is to be approved by the Navajo County Attorney, Holbrook, Arizona.

The Holbrook School Board further resolves the future signing of the Intergovernmental Agreement by Frank L. Turley, Superintendent of Schools.

This resolution was adopted by the governing board of Holbrook School District Number Three on June 9, 1983.

AUTHORIZED SIGNATORY

Frank L. Turley

Frank L. Turley

HOLBROOK SCHOOL DISTRICT BOARD OF EDUCATION

Member of the Governing Board

Member of the Governing Board

Member of the Governing Board

Member of the Governing Board

Member of the Governing Board

INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 1st day of July, 1983, pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers:

NAVAJO COUNTY SCHOOL SUPERINTENDENT, a public office, and the BUREAU OF INDIAN AFFAIRS, DILKON NAVAJO CHAPTER, an Indian Agency, and HOLBROOK SCHOOL DISTRICT # 3, a public school.

RECITALS:

The Navajo County School Superintendent, which is a party to this agreement, is authorized to carry on activities such as those included in this agreement by Arizona Revised Statutes as follows:

Navajo County School Superintendent
A.R.S. 15-301, 15-302, 15-308

The purpose of this agreement is to allow the Navajo County School Superintendent to lease a school bus at the rate of ONE HUNDRED EIGHTY-TWO DOLLARS ($182.00) per month and TWENTY SIX CENTS ($.26) per mile from the Dilkon Navajo Chapter for the purpose of transporting public school students to attend the Winslow High School. This amount shall include all costs for fuel, oil, and maintenance of the bus. The county school superintendent agrees to employ and provide the salary for the driver of the Dilkon bus.

WHEREFORE, the parties agree:

COVENANTS:

I. The title of this agreement is: SCHOOL BUS LEASE

II. This agreement shall not be effective until the eleventh (11) day following its filing with the Navajo County Recorder. Notwithstanding this effective date, the parties are bound by the terms of this agreement beginning on July 1, 1983, and this agreement shall continue to be binding upon the parties until June 30, 1984.

III. The source of funds for financing this agreement are from the Operational (Transportation) Budget of the County School Reserve Funds.

IV. All funds allocated in the budget shall be deposited for disbursal upon written direction of the fiscal agent. Audits may be conducted at any time by an appropriate political sub-division or agency of the State of Arizona and by representatives of the Comptroller General of the United States or the Secretary of Health, Education, and Welfare when required by applicable federal regulations.

V. The Navajo County School Superintendent holds harmless the Bureau of Indian Affairs and the United States from any action or omission of the Navajo County School Superintendent's agents or employees. The Holbrook School District # 3 will provide property damage and public liability insurance in the amounts consistent with existing policies covering the Holbrook Public Schools.

VI. Termination of this agreement, or partial termination may be accomplished as follows: Notification by either party to the other named party upon thirty (30) days written notice.

VII. Attached to this agreement collectively as exhibit "A" are resolutions by the governing bodies of the parties to this agreement, authorizing the future execution of this agreement. The authorized agent to execute this agreement on behalf of each individual party to the agreement is, as stated in the resolution attached as Exhibit "A", as follows: L. Jim Reidhead, Superintendent of Schools; Navajo County, State of Arizona, and Berlyn Yazzie, Principal of Dilkon School for the Bureau of Indian Affairs, Navajo Area, and Frank L. Turley, Superintendent of Holbrook School District # 3.

IN WITNESS THEREOF, the parties hereto have set their hands.

DATED this 21st day of June, 19 83.

L. Jim Reidhead
Navajo County School Superintendent

Berlyn Yazzie
Principal of Dilkon School

Frank L. Turley
Holbrook School District #3 Superintendent

STATE OF ARIZONA

County of Navajo

The foregoing Intergovernmental Agreement was acknowledged before me this 21ST day of JUNE, 1983, by L. Jim Reidhead, Superintendent of Schools, Navajo County, State of Arizona.

Jay H. Turley
Notary Public

My Commission Expires:

OFFICIAL SEAL
JAY H. TURLEY
NOTARY PUBLIC - ARIZONA
NAVAJO COUNTY
My Comm. Expires Feb. 3 1985

STATE OF ARIZONA

County of Navajo

The foregoing Intergovernmental Agreement was acknowledged before me this _____ day of _____, 19____, by Berlyn Yazzie, Principal of Dilkon School.

_____
Notary Public

My Commission Expires:

STATE OF ARIZONA

County of Navajo

The foregoing Intergovernmental Agreement was acknowledged before me this 21st day of June, 83, by Frank L. Turley, Superintendent, Holbrook School District # 3.

Jane E. Wilkinson
Notary Public

My Commission Expires: May 20, 1986

As a condition precedent to the execution of this agreement, the Navajo County Attorney has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Navajo County Attorney