Get Agreement from Jim Reidhead

93-84

RESOLUTION

The Navajo County Board of Supervisors resolves that the Navajo County School Superintendent will lease a thirty-six (36) passenger school bus at the rate of ONE HUNDRED SEVENTY SEVEN DOLLARS ($177.00) per month and TWENTY CENTS ($.20) per mile from the Dilkon Navajo Chapter for the purpose of transporting public school students to attend the Winslow High School. Navajo County School Superintendent agrees to reimburse Dilkon School for employment and salary of a Government employee, who is licensed and certified pursuant to applicable statutes to drive 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 and the Governing Board of the Holbrook School District #3, which form of agreement is approved by the Navajo County Attorney, Holbrook, Arizona.

The Navajo County Board of Supervisors further resolves to permit the future signing by L. Jim Reidhead, Navajo County School Superintendent, of the Intergovernmental Agreement.

THIS RESOLUTION was adopted by the Board of Supervisors of Navajo County, State of Arizona, on the 29th day of May, 1984.

AUTHORIZED SIGNATORY

L. Jim Reidhead

L. Jim Reidhead

NAVAJO COUNTY BOARD OF SUPERVISORS

Chairman

Member

Member

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 1st day of July, 1984, 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 thirty six (36) passenger school bus at the rate of ONE HUNDRED SEVENTY SEVEN DOLLARS ($177.00) per month and TWENTY CENTS ($.20) 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 Navajo County School Superintendent agrees to reimburse Dilkon School for employment and salary of a Government employee, who is licensed and certified pursuant to appropriate statutes to drive 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, 1984, and this agreement shall continue to be binding upon the parties until June 30, 1985.

III. The source of funds for financing this agreement is through the Navajo County School Superintendent's Administration Fund.

IV. All funds allocated in the budget shall be deposited for disbursal upon written direction of the fiscal agent, who is Navajo County School Superintendent. 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, Navajo County School Superintendent, 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 _____ day of _____, 19_____.

_____
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 _____day of _____, 19_____, by L. Jim Reidhead, Navajo County School Superintendent, Navajo County, State of Arizona.

_____
Notary Public

My Commission Expires:

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 _____day of _____, 19_____, by Frank L. Turley, Superintendent, Holbrook School District #3.

_____
Notary Public

My Commission Expires:

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.

Michelle K. O'Hair
_____
Navajo County Attorney

93-84

RESOLUTION

The Navajo County Board of Supervisors resolves that the Navajo County School Superintendent will lease a thirty-six (36) passenger school bus at the rate of ONE HUNDRED SEVENTY SEVEN DOLLARS ($177.00) per month and TWENTY CENTS ($.20) per mile from the Dilkon Navajo Chapter for the purpose of transporting public school students to attend the Winslow High School. Navajo County School Superintendent agrees to reimburse Dilkon School for employment and salary of a Government employee, who is licensed and certified pursuant to applicable statutes to drive 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 and the Governing Board of the Holbrook School District #3, which form of agreement is approved by the Navajo County Attorney, Holbrook, Arizona.

The Navajo County Board of Supervisors further resolves to permit the future signing by L. Jim Reidhead, Navajo County School Superintendent, of the Intergovernmental Agreement.

THIS RESOLUTION was adopted by the Board of Supervisors of Navajo County, State of Arizona, on the _____day of _____, 19_____.

AUTHORIZED SIGNATORY

_____
L. Jim Reidhead

NAVAJO COUNTY BOARD OF SUPERVISORS

_____
Chairman

_____
Member

_____
Member

EXHIBIT "A"

R E S O L U T I O N

The Dilkon Navajo Chapter resolves that the Chapter (Dilkon School) will lease a thirty-six (36) passenger school bus at the rate of ONE HUNDRED SEVENTY-SEVEN DOLLARS ($177.00) per month and TWENTY CENTS ($.20) per mile to the Navajo County School Superintendent for the purpose of transporting public school students to attend the Winslow High School. The Navajo County School Superintendent agrees to reimburse Dilkon School for employment and salary of a Government employee, who is licensed and certified pursuant to applicable statutes to drive 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) and the Governing Board of Holbrook School District #3, which form of agreement is approved by the Navajo County Attorney, Holbrook, Arizona.

The Dilkon Navajo Chapter (Dilkon School) further resolves to permit 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 _____, 19_____.

AUTHORIZED SIGNATORY

_____
Berlyn Yazzie

DILKON NAVAJO CHAPTER

_____
Councilman

TEES TOH NAVAJO CHAPTER

_____
Councilman

EXHIBIT "A"

R E S O L U T I O N

The Governing Board of Holbrook School District #3 resolves that the Holbrook School District #3 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 Governing Board of the Holbrook School District #3, which form of agreement is approved by the Navajo County Attorney, Holbrook, Arizona.

The Holbrook School Board further resolves to permit 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 #3 on the _____day of _____, 19_____.

AUTHORIZED SIGNATORY

_____
Frank L. Turley

GOVERNING BOARD OF HOLBROOK SCHOOL DISTRCT #3

_____
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

EXHIBIT "A"