

*District I*

**PERCY DEAL**

P.O. Box 365  
Oraibi, AZ 86039  
Phone 725-3264

*District II*

**JOHNNY L. BUTLER**

123 East Mahoney  
Winslow, AZ 86047  
Phone 289-2444

*District III*

**PETE SHUMWAY**

P.O. Box 161  
Taylor, AZ 85939  
Phone 536-7633

**BOARD OF SUPERVISORS**

Navajo County  
Governmental Center  
Holbrook, AZ 86025  
Phone (602) 524-6161

**EDWARD J. KOURY**  
County Manager

**SHARON R. KEENE**  
Clerk of the Board

July 2, 1985

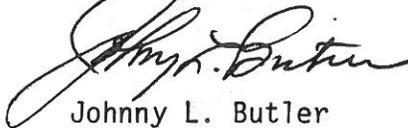
Ms. Audrey Marshall  
State of Arizona  
Department of Library  
Archives and Public Records  
Library Extension Division  
3rd Floor, State Capitol  
1700 West Washington  
Phoenix, Arizona 85007

Dear Ms. Marshall:

The Navajo County Board of Supervisors have authorized the City of Winslow to be the fiscal agent for the State library grant monies in the amount of \$5,000.

Enclosed please find the signed application form, agreement form and the resolution passed on this date by the Navajo County Board of Supervisors authorizing Laura Massey to execute this agreement on behalf of Navajo County.

Sincerely,



Johnny L. Butler  
Chairman

JB:EK:dm

enclosure

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RESOLUTION NO. 69-85

### A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS

WHEREAS, the Navajo County Board of Supervisors pursuant to A.R.S. 11-901 does hereby approve the Intergovernmental "Project Agreement" with the Arizona State Department of Library, Archives and Public Records to accept \$5,000 provided by the Library Services and Construction Act, as amended; and

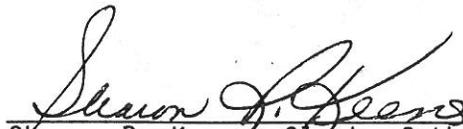
WHEREAS, the Navajo County Board of Supervisors determines this to be in the best interest of the citizens of Navajo County.

NOW, THEREFORE BE IT RESOLVED that the Navajo County Board of Supervisors authorizes Librarian, Laura Massey, to execute this intergovernmental project agreement with the Arizona State Department of Library, Archives and Public Records on behalf of Navajo County.

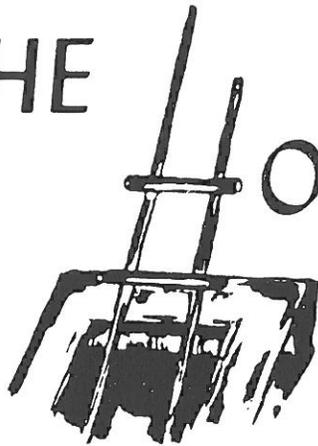
PASSED AND ADOPTED THIS 2nd day of July, 1985.

  
\_\_\_\_\_  
Johnny L. Butler, Chairman  
Navajo County Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Sharon R. Keene, Clerk of the Board

# THE



# OPI TRIBE

**Ivan L. Sidney**

CHAIRMAN

**Clifford T. Balenquah**

VICE-CHAIRMAN

In reply refer to: DEPARTMENT OF EDUCATION

June 13, 1985

Mr. Ed Koury, County Manager  
Navajo County Governmental Complex  
Holbrook, Arizona 86025

Dear Mr. Koury:

I signed the 1985 Project Agreement on page two under the Library as the authorized Project Director for the Hopi Community Library Project. Please provide other information regarding the authority for the Roxanne Whipple Memorial - Navajo County Library to serve our library project. Ms. Laura Massie, Director of Roxanne Whipple Memorial - Navajo County Library was inquired for the completion of this document and is fully aware of this 1985 Project Agreement.

Your immediate attention will be appreciated.

Sincerely,

Radford Quamahongnewa  
Education Specialist  
The Hopi Tribe

RQ/rp

Attachment(s)

cc: file

**DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS  
LIBRARY SERVICES AND CONSTRUCTION ACT  
1985 PROJECT AGREEMENT**

This agreement is made and executed by and between the State of Arizona Department of Library, Archives and Public Records, ("Department"), acting under authority of A.R.S. §§ 11-952, 41-1336.A and B and §§1-1337.B.4 and 6, and the County of Navajo, acting under the authority of \_\_\_\_\_ for the Roxanne Whipple Memorial-Navajo County Library. The parties intend that the Library administer certain functions, hereinafter described, as part of the required State Plan which has been developed by the Department under Title I of the Library Services and Construction Act, as amended, P.L. 91-600.

The parties agree that the Library will:

1. Spend the monies allocated under this agreement only for the following project:

Grant # 85-I-D-15, Hopi Community Library Project.

2. Submit brief descriptive progress reports as requested by the Department, and a detailed description and evaluation report upon completion of the project.
3. Maintain a record of all expenditures made on the project, which record shall be available to Department upon request, and, upon completion of the project, submit to the Department a certified report of total expenditures on forms provided by the Department.
4. Include the following acknowledgement in all publications, publicity or presentations on any project funded wholly or in part by Library Services and Construction Act:

**This project was funded wholly or in part by the Library Services and Construction Act as administered by the Arizona Department of Library, Archives and Public Records.**

5. Dispose of any property acquired under this grant in accordance with federal regulations as interpreted by the Department.
6. Comply with all Federal and State statutes, rules, regulations and executive orders applicable to this grant.
7. Indemnify the Department and the State of Arizona and shall hold them, their officers, agents and employees harmless against any and all liability, loss, damages, costs or expenses of any kind, for or on account of any or all suits, claims, actions or damages alleged to have been caused by the Library or any of its employees, agents, contractors, or invitees with reference to the Library's performance under this agreement.
8. If federal or state audit exceptions are made relating to this contract, reimburse all costs incurred by the State of Arizona and the Department associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for the Assistant Attorney General based upon reasonable charges in the community, travel costs, penalty assessments, and all of the costs of whatever nature.

The parties further agree that this project will be administered by the Department, and that such administration will consist of:

- 1) Giving the Library \$5,000.00 for the above-described project; provided, however, that this obligation is contingent upon the Department's receiving LSCA funds which the Department determines may be properly used for payment of the grant under this contract.
- 2) Monitoring project progress and making status and project completion reports to the federal government.
- 3) Rendering assistance as may be needed to promote the success of the project.

The parties further agree that:

- 1) The term of this agreement ends on September 30, 1985, except that upon written request of the Library and written approval of the Department, the agreement may be extended for a term not to exceed twelve months.
- 2) This agreement is subject to termination under A.R.S. § 38-511.
- 3) This agreement may be terminated under 34 CFR § 74.
- 4) This agreement is not effective until filed with the Secretary of State. Such filing shall not occur prior to receipt by the Department of LSCA monies which the Department determines may properly be used for payment of the Departments obligations under this contract.
- 5) In the event of a dispute, where the scale of the relief sought is monetary damages of \$15,000 or less, excluding interests and costs, the parties agree to use arbitration after exhausting applicable administrative avenues. The parties shall use arbitration to the extent provided by A.R.S. §§ 12-133 and 12-1518 and implementing rules.

In Witness Whereof, the Department and the Library have caused this agreement to be executed.

Department:

Library:

<hr/> <p style="text-align: center;">(Authorized Signature)</p> <hr/> <p style="text-align: center;">Director Department of Library, Archives and Public Records</p> <hr/> <p style="text-align: center;">(Date)</p>	<div style="text-align: center;"> <hr/><p style="text-align: center;">(Authorized Signature)</p><hr/><p style="text-align: center;">Project Director, Hopi Community Library (Title)</p><hr/><p style="text-align: center;">June 13, 1985 (Date)</p></div>
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Certified by the Attorney for the County of Navajo that this agreement is in the proper form and within the powers and authority of the County of Navajo.

\_\_\_\_\_ This \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.  
Attorney for the County of Navajo

Pursuant to A.R.S. § 11-952, the undersigned Assistant Attorney General has determined that the foregoing Inter-governmental agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Department of Library, Archives and Public Records.

ROBERT K. CORBIN, ATTORNEY GENERAL  
BY:

\_\_\_\_\_ This \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.  
Assistant Attorney General