

When recorded mail to: Board of Supervisors
Attn: Melissa Buckley, Clerk of the Board
100 East Carter Drive
P.O. Box 668
Holbrook, AZ 86025

Caption Heading: IGA School Bus Lease

Do Not Remove

This is part of the official document

resol 104-85

I N T E R G O V E R N M E N T A L A G R E E M E N T

SCHOOL BUS LEASE

This agreement entered into this 1st day of July, 1985, 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; SUPERINTENDENT FOR EDUCATION, Fort Defiance Agency, A Federal Indian Agency, and the DILKON SCHOOL, a political subdivision of the Navajo Tribe.

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 1982 International 36-passenger (ID 1HVBA17B3CHB15309) school bus at the rate of One Hundred Seventy-Seven Dollars and no cents (\$177.00) per month and Twenty Cents (\$.20) per mile from the Dilkon School for the purpose of transporting public high school students, whose parents reside in the unorganized school territory of Navajo County, to attend 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 the Dilkon School for employment and salary of a Government employee, who is licensed and certified pursuant to appropriate statutes to drive the Dilkon Bus. Billing and payment will be on the bi-annual method.

WHEREFORE, the parties agree:

COVENANTS:

- I. This agreement shall not be effective until the eleventh (11th) day following its filing with the Navajo County Recorder. Notwithstanding this effective date, the parties are bound by the terms of this agreement on July 1, 1985 and this agreement shall continue to be binding upon the parties until June 30, 1986.
- II. The source of funds for financing this agreement is through the Navajo County School Superintendent's Administration Fund.

III. All funds allocated in the budget shall be deposited for disbursement upon written direction of the fiscal agent, who is the 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 Education when required by applicable federal regulations.

The amount paid to the United States for services rendered under this agreement shall be sent to the Superintendent for Education, Fort Defiance Agency in the form of a check made to the order of the Bureau of Indian Affairs. The check will be deposited in the United States Treasury under the appropriate procedures.

IV. The Navajo County School Superintendent shall hold harmless the Bureau of Indian Affairs, the Superintendent for Education, Fort Defiance Agency, and the United States from any action or omission of the Navajo County School Superintendent's agents or employees. The Navajo County School Superintendent's office will provide property damage and public liability insurance as follows:

| | |
|----------------------------|--------------|
| Liability ----- | \$500,000.00 |
| Medical Pymt----- | \$ 5,000.00 |
| Under and Un- | |
| Insured Motorist | \$100,000.00 |
| Comprehension Deductible - | \$100.00 |
| Collision Deductible----- | \$250.00 |
| Property Damage----- | \$100,000.00 |

V. 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.

VI. 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:

The Navajo County School Superintendent, State of Arizona, and the Principal of Dilkon School for the Dilkon Navajo Chapter.

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

DATED THIS _____ day of _____, 19____.

NAVAJO COUNTY SCHOOL SUPERINTENDENT

PRESIDENT, GOVERNING BOARD, DILKON SCHOOL

SUPERINTENDENT OF EDUCATION,
FORT DEFIANCE AGENCY

STATE OF ARIZONA

County of Navajo

The foregoing Intergovernmental Agreement was acknowledged before me this

_____ day of _____, 19____ by _____,

Navajo County School Superintendent, Navajo County, State of Arizona

(SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF ARIZONA

County of Navajo

The foregoing Intergovernmental Agreement was acknowledged before me this

_____ day of _____, 19____, by _____,

_____, of Dilkon School.

Title

(SEAL)

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.

David K. Pate

Navajo County Attorney
10-18-85

Dated

R E S O L U T I O N 104-85

The Navajo County Board of Supervisors resolves that the Navajo County School Superintendent will lease a 1982 International 36-Passenger passenger school bus at the rate of One Hundred Seventy-Seven Dollars and 00/100 cents (\$177.00) per month and Twenty Cents (\$.20) per mile from the Dilkon School for the purpose of transporting public school students to attend the Winslow High School. Navajo County School Superintendent agrees to reimburse Dilkon School for the 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 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 the 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 October, 1985.

AUTHORIZED SIGNATORY

B. G. Bennett

NAVAJO COUNTY BOARD OF SUPERVISORS

John L. Butts
CHAIRMAN

Ray J. [Signature]
MEMBER

Butt [Signature]
MEMBER