District I
PERCY DEAL
P.O. Box 365
Oraibi, AZ 86039
Phone 725-3264

District II
JOHN L. DALTON
520 Sunset
Winslow, AZ 86047
Phone 289-4001

District III
PETE SHUMWAY
P.O. Box 161
Taylor, AZ 85939
Phone 536-7633

BOARD OF SUPERVISORS

Navajo County
Governmental Center
P.O. Box 668
Holbrook, AZ 86025
Phone (602) 524-6161

EDWARD J. KOURY
County Manager

SHARON R. KEENE
Clerk of the Board

RESOLUTION NO. 66-86

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

The Board of Supervisors of Navajo County pursuant to A.R.S. 11-901 and 9-411 does hereby approve the Intergovernmental "Project Agreement" with the Arizona State Department of Library, Archives and Public Records to accept $18,000 provided by the Library Services and Construction Act, as amended. Librarian Laura Massie is authorized to execute this agreement on behalf of the Navajo County Board of Supervisors.

ADOPTED, APPROVED AND PASSED BY THE BOARD OF SUPERVISORS OF NAVAJO COUNTY, ARIZONA this 5th day of August, 1986

Pete Shumway, Chairman

ATTEST:

Sharon R. Keene, Clerk

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Clerk of the Board

August 5, 1986

Mr. Bob Machinsky
State of Arizona
Department of Library
Archives and Public Records
Library Extension Division
3rd Floor, State Capitol
1700 West Washington
Phoenix, Arizona 85007

Dear Mr. Machinsky:

The Navajo County Board of Supervisors have authorized the City of Winslow to be the fiscal agent for the Library Services Construction Act funds in the amount of $18,000.

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 Massie to execute this agreement on behalf of Navajo County.

Sincerely,

Pete Shumway
Chairman

PS:dm

enclosures

DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS
LIBRARY SERVICES AND CONSTRUCTION ACT
TITLE I 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 41-1337.B.4 and 6, and the County of Navajo, acting under the authority of A.R.S. §11-901 & 9-411 et. seq. city charter Art. I, Sec. 3 for the Roxanne Whipple Memorial-Navajo County Library ("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. 98-480.

I. The parties agree that the Library will:

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

   Grant # 86-I-1-b(6), Navajo County Resource Center.

2. Submit brief descriptive progress reports as requested by the Department, and a detailed description and evaluation report upon completion of the project.

3. Upon completion of the project, submit to the Department a certified report of total expenditures on forms provided by the Department.

4. Maintain records of all expenditures made on the project for three fiscal years after completion of the project, which records shall be available to the Department upon request.

5. Include the following acknowledgement in all publications, publicity or presentations on any project funded wholly or in part by the 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.

6. Dispose of any property acquired under this grant in accordance with federal regulations as interpreted by the Department.

7. Comply with all Federal and State statutes, rules, regulations and executive orders applicable to this grant.

8. 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 and expenses of any kind, for or on account of any and all suits, claims, actions or damages brought or sustained by any person or property by virtue of any alleged act, omission, fault, mistake or negligence of Library, its employees, agents representatives or subcontractors and their employees, agents, representatives or subcontractors in connection with or incident to the performance of this Agreement.

9. If federal or state audit exceptions are made relating to this Agreement, reimburse all costs incurred by the State of Arizona and the Department associated with

defending against the audit exception and performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees, travel costs, penalty assessments, and all other costs of whatever nature.

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

1. Giving the Library $18,000 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 Agreement.

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.

III. The parties further agree that:

1. This Agreement takes effect when filed with the Secretary of State and terminates on September 30, 1986, except that upon written request of the Library and written approval of the Department, the Agreement may be extended until September 30, 1987.

2. This Agreement is subject to cancellation under A.R.S. § 38-511.

3. This Agreement may be terminated under 34 CFR § 74.

4. The parties agree to use arbitration after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages of $15,000 or less, exclusive of interests, attorneys' fees and costs.

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

DEPARTMENT:	LIBRARY:
(Authorized Signature)	(Authorized Signature)
Director (Title)	(Title)

Department of Library,
Archives and Public Records

(Political Entity)

(Date)

(Date)

Certified by the Attorney for the County of Navajo that this Agreement is in the proper form and within the powers and authority of County of Navajo.

Attorney for the County of Navajo

This 5th day of August, 1986.

Pursuant to A.R.S. § 11-952, the undersigned Assistant Attorney General has determined that the foregoing Intergovernmental 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:

Assistant Attorney General

This ____ day of _____, 19____.