



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Approval of an Intergovernmental Agreement between the White Mountain Apache Tribe and the Navajo County Library District)

WHEREAS, The Constitution of the White Mountain Apache Tribe (“Tribe”) of the Fort Apache Indian Reservation (“Reservation”) provides, at Article IV, Section 1(a) that the Tribal Council (“Council”) shall exercise the power, “[t]o represent the Tribe and act in all matters that concern the welfare of the Tribe...”, and at Article IV, Section 1(b), the power “[t]o negotiate, make and perform contracts and agreements of every description...with any municipality or any county, or with the State of Arizona...”; and

WHEREAS, on June 13, 2018, the Tribal Council approved a since expired Intergovernmental Agreement, via Resolution No. 06-2018-135, with the Navajo County Library District to provide funding assistance to replace the library facility in McNary; and

WHEREAS, the Navajo County Library District, which provides services to Navajo County citizens, has agreed to continue administering the Arizona State Library grant and serve as fiscal agent for the grant and desires to enter into another Intergovernmental Agreement, as attached and incorporated herein by reference, with the White Mountain Apache Tribe; and

WHEREAS, The Tribal Council finds that it is in the best interest of the White Mountain Apache Tribe to enter into an Intergovernmental Agreement with the Navajo County District for the purpose of continued services and resources as outlined in the agreement.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Intergovernmental Agreement between the White Mountain Apache and the Navajo County Library District.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

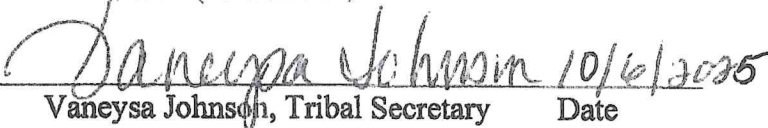
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on OCTOBER 01, 2025 duly adopted by a vote of SEVEN for, ONE against, and ONE abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1, of the WMAT Constitution, so ratified on November 10, 2021, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).


Jerome Kasey III, Vice Chairman

03/01/25
Date


Vaneyssa Johnson, Tribal Secretary

10/6/2025
Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO COUNTY LIBRARY DISTRICT
AND
THE WHITE MOUNTAIN APACHE TRIBE**

THIS AGREEMENT is entered into this _____ day of _____, 2025 between the NAVAJO COUNTY LIBRARY DISTRICT (hereafter, "District") and the WHITE MOUNTAIN APACHE TRIBE, a tribal government, (hereinafter, "TRIBE"),

WHEREAS:

- I. Pursuant to A.R.S § 11-952 et. Seq, the parties are authorized to enter into intergovernmental agreements for the purposes of contacting for services, jointly exercising powers common to the parties, and taking joint or cooperative action; and
- II. WHEREAS, the Navajo County Board of Supervisors has established a free library district pursuant to A.R.S. § 48-3901, serves as the Board of Directors of the District, and has established Member Libraries through Navajo County; and
- III. WHEREAS, pursuant to A.R.S. § 11-903, the Tribe has exercised its right to become a part of the free library district, and currently operates one of the District's Member Libraries within the boundaries of the Fort Apache Indian Reservation, and
- IV. WHEREAS the purpose of this Agreement is to ensure that all Navajo County residents have full use of the District's services and facilities; and
- V. WHEREAS the District may disburse county library district funds for any legal purpose, except expenditures that shall not be made for any major capital improvements.

NOW THEREFORE, the parties to this Agreement agree as follows:

- I. **TERM:** The term of this Agreement shall begin on July 1, 2025, and be for a period of five years, ending on June 30, 2030.
- II. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either party upon 30 day written notice to the other party. Upon termination, all items purchased with District funds shall be returned to the District within 30 days. This Agreement may also be terminated in the event of a conflict of interest pursuant to the provisions of A.R.S. §

- IX. NON-DISCRIMINATION:** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin. The parties will take affirmative action to ensure that any employee, client, or any other individual are treated without regard to their race, age, color, religion, sex, creed, disability or national origin.
- X. ADA:** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR Parts 35 and 36.
- XI. PRIVACY OF LIBRARY RECORDS:** Pursuant to A.R.S. § 41-151.22, a library or library system supported by public monies may not allow the disclosure of any record or other information that identifies a user of library services as requesting or obtaining specific materials or services or otherwise using the library. Records may be disclosed, however, under the following circumstances:
- a. If necessary, for the reasonable operation of the library.
 - b. On written consent of the user.
 - c. On receipt of a court order from a court of competent jurisdiction.
 - d. If required by law.
- XII. OBLIGATIONS OF CITIES, TOWNS, TRIBAL GOVERNMENTS AND NON-PROFIT LIBRARIES**
- a. **FREE AND OPEN LIBRARIES:** Member Libraries agree that their library or libraries shall remain open and free for public use by all residents of Navajo County.
 - b. **ANNUAL SUBMISSION OF THE PUBLIC LIBRARY SURVEY:** Member Libraries, other than volunteer libraries, agree to complete their own survey according to the timeline and direction provided by the Arizona State Library, Archives, and Public Records. The District will complete the survey on behalf of volunteer libraries.
 - c. **SUPPORT RESOURCE SHARING:** Member Libraries agree to follow and support the policies and procedures regarding the resource sharing programs and initiatives of the Library District.
 - d. **PARTICIPATION IN ANNUAL TRAINING:** Member Libraries shall participate in annual district-wide training and other training and meetings provided by the District.

- k. **IT SERVICES:** The District will provide IT consultation services for Member Libraries. The District will provide technical support for volunteer and tribal libraries.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first written above.

NAVAJO COUNTY

BY: _____

DATE: _____

ATTEST:

_____ **APPROVED AS TO FORM:**

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WHITE MOUNTAIN APACHE TRIBE

BY: _____

DATE: _____

APPROVED AS TO FORM:
