

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
24th NAVAJO NATION COUNCIL -- Fourth Year, 2022

AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE AND NAABIK'ÍYÁTI' COMMITTEE; APPROVING AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA GAME AND FISH COMMISSION, THE ARIZONA GAME AND FISH DEPARTMENT AND THE NAVAJO NATION DEPARTMENT

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Navajo Nation established the Resources and Development Committee as a standing committee of the Navajo Nation Council with the enumerated power to review and recommend legislation to the Naabik'íyáti' Committee Intergovernmental Agreements relating to natural resources. 2 N.N.C. §§ 500(A) and 401(B) (12).
- B. The Navajo Nation established the Naabik'íyáti' Committee as a standing committee of the Navajo Nation Council empowered to coordinate all federal, county and state programs with other standing committees and branches of the Navajo Nation government to provide the most efficient delivery of services to the Navajo Nation and to review and continually monitor the programs and activities of federal and state departments and to assist development of such programs designed to serve the Navajo People and the Navajo Nation through intergovernmental relationships between the Navajo Nation and such departments. 2 N.N.C. §§ 701(A) (4), and (7).

SECTION TWO. FINDINGS

- A. The Intergovernmental Agreement between the Arizona Game and Fish Commission, the Arizona Game and Fish Department and the Navajo Nation, attached as Exhibit A, is entered into pursuant to the January 29, 1992 Memorandum of Understanding between the Arizona Game and Fish Commission and the Navajo Nation.
- B. The purpose of the Intergovernmental Agreement is for the Arizona Game and Fish Department and the Navajo Nation to participate in cooperative law enforcement training, fish and wildlife management, monitoring, and research, hunter education training, and assistance to wildlife and boating law enforcement.
- C. The Intergovernmental Agreement has been reviewed by the Navajo Nation Department of Justice and determined to be legally

sufficient. The Section 164 Review Form is attached as Exhibit B.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves the Intergovernmental Agreement between the Arizona Game and Fish Commission, the Arizona Game and Fish Department and the Navajo Nation, attached as Exhibit A.
- B. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute this Intergovernmental Agreement and all documents necessary for the implementation of the intent of this resolution.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 24th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 17 in Favor, and 01 Opposed, on this 28th day of December 2022.

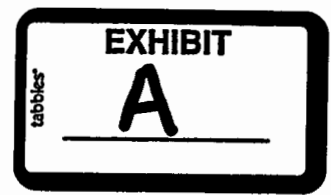


Honorable Otto Tso, Chairman
Naabik'íyáti' Committee

01/04/2023
Date

Motion: Honorable Pernell Halona
Second: Honorable Jimmy Yellowhair

Chairman Otto Tso not voting



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ARIZONA GAME AND FISH COMMISSION, THE ARIZONA GAME
AND FISH DEPARTMENT
AND THE NAVAJO NATION**

This Intergovernmental Agreement ("Agreement") is entered into between the Arizona Game and Fish Commission ("Commission"), the Arizona Game and Fish Department ("Department") and Navajo Nation, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (singularly "Party" and collectively "Parties"), and pursuant to the January 29, 1992 Memorandum of Understanding ("MOU") between the Commission and the Navajo Nation.

WHEREAS, the Commission and the Department are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 17-231(b)(7), and the Navajo Nation is authorized to enter into this Agreement pursuant to 2 N.N.C. § 701 (A)(7), which authorizes the Naabik'iyati Committee of the Navajo Nation Council to review and continually monitor the programs and activities of federal and state departments and to assist development of such programs designed to serve the Navajo People and the Navajo Nation through intergovernmental relationships between the Navajo Nation and such departments;

WHEREAS, the Commission has primary statewide responsibility for management actions related to fish and wildlife within the State of Arizona;

WHEREAS, the Department acts under the authority of the Arizona Game and Fish Commission;

WHEREAS, the Navajo Nation has inherent authority recognized by acts of Congress and by regulations issued by the Secretary of the Interior to regulate the occupancy and use of the Navajo Nation Reservation; to maintain within the Reservation proper habitat conditions for fish and wildlife, and for securing proper use of the habitat compatible with other uses of land under its administration;

WHEREAS, the Parties recognize and encourage a continued commitment to interagency cooperation and training in the area of natural resources management and protection and wildlife law enforcement in the State of Arizona;

WHEREAS, the purpose of this Agreement is for the Department and Navajo Nation to participate in cooperative law enforcement training, fish and wildlife management, monitoring, and research,, hunter education training, and assistance to wildlife and boating law enforcement.

NOW, THEREFORE, it is the understanding of the Parties that:

1. The Department agrees to:

- A. Provide, at its convenience, discretion and upon available funding, training of Navajo Nation personnel or invite Navajo Nation personnel to participate in Department personnel training in the areas of fish and wildlife law enforcement, boating law enforcement and safety, hunter education, and fish and wildlife management techniques.
- B. Provide, at its convenience, discretion and upon available funding, training materials to Navajo Nation personnel.
- C. Pay all travel and per diem expenses for Department personnel involved in training programs.
- D. Issue letters of completion to Navajo Nation personnel, upon successful completion of Department provided training.
- E. Provide support to Navajo Nation personnel, when requested by Navajo Nation personnel and as Department resources permit, in the areas of (but not necessarily limited to) wildlife and watercraft crime scene management, deployment and placement of investigative tools and equipment, and assistance on law enforcement investigations involving fish and wildlife resources and watercraft,. Navajo Nation personnel will remain in charge when these activities occur within the Navajo Reservation.
- F. Provide support to Navajo Nation personnel, when requested by Navajo Nation personnel and as Department resources permit, on efforts involving fish and wildlife management, wildlife health monitoring, habitat management and wildlife research of Navajo Nation resources. This support may take the form of consultation, review, funding, or project implementation.

2. The Navajo Nation agrees to:

- A. Direct requests to the Department for providing training for Navajo Nation personnel, at times and locations convenient to Navajo Nation and Department personnel, involving fish and wildlife law enforcement, boating law enforcement and safety, hunter education, fish and wildlife management, monitoring or research.
- B. Provide adequate facilities for training Navajo Nation personnel except when Navajo Nation personnel are invited to participate in scheduled Department training sessions where facilities and locations are established by the Department.
- C. Provide all materials and supplies required for training of Navajo Nation personnel including ammunition, targets (as specified by the Department), books, pamphlets, and other training materials that will or may be used by Navajo Nation personnel.
- D. Pay for all travel and per diem expenses of Navajo Nation personnel that participate in Department training.
- E. Assume the responsibility for the retention and maintenance of any and all records required for training and continued certification of Navajo Nation personnel.
- F. Provide necessary support to the Department, when requested by Navajo Nation and as resources permit, on assistance efforts involving law enforcement investigations related to fish and wildlife resources and watercraft. The Department will remain in charge when these activities occur outside the Navajo Reservation.
- G. Provide necessary support to the Department, when requested by Navajo Nation and as resources permit, on efforts involving fish and wildlife management, wildlife health monitoring and wildlife research of Navajo Nation resources.

3. The Parties mutually agree that:

- A. All law enforcement training in accordance with Department or Arizona Peace Officer Standards and Training Board (AZPOST) approved lesson plans.
- B. Law enforcement training in firearms, impact weapons, chemical irritants, and handcuffing will be provided only to Department and Navajo Nation personnel, who are current in AZPOST or Bureau of Indian Affairs (BIA) peace officer certification.
- C. The Department is not obligated to provide training in areas beyond its existing statutory authority and expertise.
- D. The prosecution of the State of Arizona or Tribal laws involving wildlife, fish or watercraft violations will be the responsibility of the Party that has jurisdictional authority over the location where the violations occurred. Nothing in this agreement shall be construed as extending full law enforcement authority for any employee to act as a peace officer within the jurisdiction of the other Party.
- E. A separate agreement outlining the terms, conditions and compensation for the Department to provide goods and services associated with facilitating the sales of Navajo Nation outdoor recreational products will be executed by the Parties.
- F. Projects involving the sharing or collaborative collection of wildlife biological data will be preceded by development of an agreed-upon data-sharing agreement and neither Party will distribute the data without obtaining the other Party's written approval. Either Party may publish findings associated with these data working in collaboration with the other Party.

4. Effective Date: This Agreement is effective as of the last signature date and expires ten (10) years from that date. Any amendment to this Agreement may be adopted only by an instrument in writing signed by all Parties to this Agreement subject to approval by the appropriate authorities.

5. Termination Generally: Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease.

It is the intent of this Agreement that each Party shall maintain its own property and keep it separate from the property of the other Party. Upon termination of this Agreement, each Party shall promptly return any property that belongs to the other Party.

6. Notices: All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

A. For the Department:

Arizona Game and Fish Department
ATTN: Ty Gray, Director
5000 West Carefree Highway
Phoenix, Arizona 85086

B. For the Navajo Nation:

Navajo Nation Department

of Fish and Wildlife
ATTN: Gloria Tom, Director
P. O. Box 1480
Window Rock, Arizona 86515

7. Compensation: The Department agrees to hire and pay the entire salaries of the duly commissioned officers of the Department without compensation from the Navajo Nation and the Navajo Nation agrees to hire and pay the entire salaries of the duly commissioned officers of the Navajo Nation without compensation from the Department, in the exercise of any of the provisions of this Agreement. Nothing contained in this Agreement shall be construed or constructed as an employment contract of individual officers of the Department or the Navajo Nation.
8. Liability Provision: The Navajo Nation does not have the authority to indemnify and hold harmless the State of Arizona from any and all claims, liabilities, losses, damages, changes, etc. The State of Arizona does not have the authority to indemnify and hold harmless the Navajo Nation from any and all claims, liabilities, damages, changes, etc. The State of Arizona will be responsible for errors, omission and negligence of its employees in accordance with the Arizona law. The Navajo Nation will be responsible for errors, omission and negligence of its employees to the extent provided by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §551 et seq.
9. Equipment: In rendering law enforcement assistance, each Party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers involved that the sharing or use of equipment, materials or supplies is necessary or proper.
10. Exchange of Reports. After occurrences in which mutual assistance was given, each Party shall promptly exchange with the other Party all reports arising out of such occurrence when requested by the other Party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by applicable law and/or regulation as to such reports or the contents thereof. Reports shared between the agencies are public records and release shall be governed by all applicable laws and regulations.
11. Cooperation in Providing Testimony. Each Party shall within its lawful methods of financing, establish and provide for payment of the costs and expenses of performance of its obligations undertaken pursuant to this Agreement and no taxable event shall arise from this Agreement. Each Party will pay its own incurred overtime and expenses associated with its own officers working an occurrence or traveling to testify or testifying. It is also contemplated that the chief law enforcement officer for each Party shall direct and require his/her officers to travel and testify, under subpoena, to the court with jurisdiction over the occurrence.
12. Workers' Compensation. For the purposes of workers' compensation, A.R.S. § 23-1022 is incorporated herein as applicable to Department employees.

13. Disputes: If any dispute arises under the Agreement, the Parties will use good faith efforts to resolve them by non-binding administrative means, including mediation. In the event the Parties are not able to resolve a dispute, either Party may terminate the Agreement as provided for in Section 5.
14. Sovereign Immunity: Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of the State of Arizona or the Navajo Nation, and is not intended to impair, limit, or affect the status of any Party or sovereignty.
15. Termination for Conflict of Interest: This Agreement is subject to termination pursuant to A.R.S. § 38-511.
16. Termination for Non-Availability of Funds: Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
17. Other Agreements: This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
18. Compliance with Applicable Law: All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
19. Severability: In the event that any portion of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

NAVAJO NATION

ARIZONA GAME & FISH DEPARTMENT

Jonathan Nez
President of the Navajo Nation

Ty Gray
Secretary to the Commission
Director, Arizona Game and Fish Department

[Date]

[Date]

Approved as to Form:

John LeSueur, Assistant to the Attorney General

[Date]

Document No. 019484Date Issued: 10/03/2022**SECTION 164 REVIEW FORM**Title of Document: IGA Between the Navajo Nation and AZGFD Contact Name: COLE, JEFFREY AProgram/Division: DIVISION OF NATURAL RESOURCESEmail: jcole@nndfw.org Phone Number: 99288716595Division Director Approval for 164A: Adriana Chumash 10/05/22

Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council

<input type="checkbox"/>	Statement of Policy or Positive Law:		Sufficient	Insufficient
	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)			
	1. OMB: <u>NA</u>	Date: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. OOC: <u>NA</u>	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OAG: <u>[Signature]</u>	Date: <u>10/25/22</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 164(B) Final approval rests with the President of the Navajo Nation

<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M.O.A. or Letter of Assurance expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO: ALL CONCERNED

FROM: B. Becker *4/10/22*
Bidtah N. Becker, Division Director
Division of Natural Resources
The Navajo Nation

DATE: October 3, 2022

SUBJECT: Delegation of Authority – DNR Division Director

Effective Wednesday, October 5, 2022 at 8:00 AM, and ending at 5:00 PM, Ms. Rowena Cheromiah – Management Director, will be delegated as the Division Director for the Division of Natural Resources.

The delegation will cover day-to-day operations and shall be responsible for the administration and management of the Division of Natural Resources and supervising all personnel. This includes ensuring compliance with all applicable Navajo Nation laws and policies.

Thank you in advance for your cooperation. If you have any questions, I can be reached by email at bidtah@hotmail.com

ACKNOWLEDGED:

Rowena Cheromiah
Rowena Cheromiah, Management Director
Minerals Department
Division of Natural Resources

Cc: Distribution

📧 Reply all | ▾ 🗑 Delete Junk | ▾ ...



Re: Delegations



Bidtah Becker <bidtah@hotmail.com>

Today, 1:48 PM

Elfreida Woodman ▾

📧 Reply all | ▾

Inbox



Action Items



Hi - Please sign for me and attach this email to show I asked you to sign.

Thanks,
Bidtah

Ms. Bidtah N Becker

Ms. Bidtah N. Becker

From: Elfreida Woodman <elfreidawoodman@navajo-nsn.gov>

Sent: Tuesday, October 4, 2022 3:29:44 PM

To: Bidtah@hotmail.com <Bidtah@hotmail.com>

Subject: Re: Delegations

Good afternoon,

Just a reminder we need delegations signed. We have documents waiting for delegation to be attached.

Thank you,

Elfreida Woodman, Administrative Assistant

Division of Natural Resources - Administration

PO Box 9000

Window Rock, Arizona 86515

(928)871-6592/6593

elfreidawoodman@navajo-nsn.gov

From: Elfreida Woodman

Sent: Tuesday, October 4, 2022 8:07:46 AM

To: Bidtah@hotmail.com

Subject: Delegations

Good morning,

NAVAJO NATION

1428

12/28/2022

Naabik'iyati Committee Special Meeting

12:33:42 PM

Amd# to Amd#

New Business: Item J.

PASSED

MOT Halona, P

CONSENT AGENDA; (3)Legislations:

SEC Yellowhair

0271-22, 0274-22, 0260-22

Yeas : 17

Nays : 1

Excused : 1

Not Voting : 4

Yea : 17

Begay, E

Crotty

James, V

Tso, D

Begay, K

Daniels

Nez, R

Tso, E

Begay, P

Freeland, M

Stewart, W

Wauneka, E

Brown

Halona, P

Tso, C

Yellowhair

Charles-Newton

Nay : 1

Slater, C

Excused : 1

Damon

Not Voting : 4

Smith

Walker, T

Henio, J

Yazzie

Presiding Speaker: Tso, O