

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

AN ACTION RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES,
LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES;
APPROVING AND AUTHORIZING THE MUTUAL AID [INTERGOVERNMENTAL]
AGREEMENT BETWEEN THE NAVAJO NATION DEPARTMENT OF PUBLIC SAFETY
AND THE STATE OF UTAH, DEPARTMENT OF PUBLIC SAFETY

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. Intergovernmental Agreements must be reviewed and approved by resolutions by the appropriate standing committee(s) and the Navajo Nation Council except as otherwise provided herein. 2 N.N.C. § 164(A).
- B. The Navajo Nation established the Health, Education and Human Services Committee as a standing committee of the Navajo Nation Council with the enumerated power to review and recommend legislation relating to health, human services and general governmental services. 2 N.N.C. §§ 400(C)(1) and 401(B)(6)(a).
- C. The Navajo Nation established the Law and Order Committee as a Navajo Nation Council standing committee empowered to provide oversight over law enforcement and with the enumerated power to support effective cooperation and coordination between Navajo Nation law enforcement agencies and that of various states and federal government law enforcement agencies. 2 N.N.C. § 600(C). The Law and Order Committee was also delegated the enumerated power to grant approval for agreements negotiated by justice systems entities, administrative legal tribunals and public safety programs with other federal, state, international, tribal, regional, and local governmental agencies, subject to Naabik'íyáti' Committee approval when required by law. 2 N.N.C. §§ 601(B)(1)(a).
- D. The Navajo Nation established the Budget and Finance Committee as a standing committee of the Navajo Nation Council empowered with oversight authority over budget, finances, insurance, and other matters. 2 N.N.C. § 300(C). The Budget and Finance Committee was also delegated the enumerated power to authorize, review, approve and accept agreements, including contracts and grants, between the Navajo Nation and any federal, state, or regional authority upon the recommendation of the standing

committee which has oversight of the division, department or program which has applied for the agreement. 2 N.N.C. § 301(B) (15).

- E. 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 (8).

SECTION TWO. FINDINGS

- A. The Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety ("Agreement"), attached as **Exhibit A**, is entered into pursuant to Navajo Nation and State of Utah laws and is predicated on a government to government relationship between the Navajo Nation and State of Utah.
- B. The intent and purpose of the Agreement is to provide cooperative law enforcement operations and voluntary mutual aid in the event of disasters or emergencies within each party's jurisdiction. **Exhibit A**.
- C. The Agreement has been reviewed by the Navajo Nation Department of Justice and determined to be legally sufficient. **Exhibit B**.
- D. The Navajo Nation finds it to be in the best interest of the Navajo People and the health, safety and welfare of its Utah citizens to enter into the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety. **Exhibit A**.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety, attached as **Exhibit A**.

- B. The Navajo Nation hereby authorizes the President of the Navajo Nation, Director of the Navajo Nation Department of Public Safety, and Navajo Nation Attorney General to execute and effectuate the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety, attached as **Exhibit A**.

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 22 in Favor, and 00 Opposed, on this 17th day of February 2022.



Honorable Seth Damon, Chairman
Naabik'íyáti' Committee

2/18/22

Date

Motion: Honorable Edison J. Wauneka
Second: Honorable Jimmy Yellowhair

Chairman Seth Damon not voting

MUTUAL AID AGREEMENT

BETWEEN

THE NAVAJO NATION, DEPARTMENT OF PUBLIC SAFETY AND THE STATE OF UTAH, DEPARTMENT OF PUBLIC SAFETY

I. Parties

This law enforcement Agreement ("Agreement") is entered into by and between the Navajo Nation, Division of Public Safety ("the Nation") and the State of Utah, Department of Public Safety ("the State"), collectively "the Parties".

II. Purpose

The Parties intend to provide for cooperative law enforcement operations and voluntary mutual aid in the event of disasters or emergencies within each party's jurisdiction pursuant to the terms of this Agreement. This Agreement is based on mutual respect for and recognition of the inherent sovereignty of the Navajo Nation and the State of Utah and the laws enacted by each sovereign.

III. Authorities

The Nation is duly authorized to enter into this Agreement pursuant to 17 N.N.C. § 102 and 2 N.N.C. § 1353, as amended. The State is authorized to enter into this Agreement pursuant to Utah Code § 11-13-101 et seq.

IV. Creation of Third-Party Rights or Benefits; Use of Agreement as Evidence

The Parties agree this Agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond that is not otherwise imposed by applicable law. Neither Party may use this Agreement as evidence in any court proceeding unless the entire Agreement is offered into evidence.

V. Territorial Application

This Agreement applies within the Utah portion of the Navajo Nation. This agreement does not affect the authority of either party to engage in fresh pursuit as allowed by law, regardless of whether such pursuit is made pursuant to this Agreement.

VI. Scope of Powers

- A. The Nation hereby delegates to the State those powers necessary to enforce the criminal and traffic laws of the Navajo Nation exclusively when either (1) the Nation's Chief of Police requests the State's aid; or (2) the State encounters a disaster or emergency within the Nation's jurisdiction that requires immediate aid. The State agrees to notify the Nation immediately when providing unrequested aid.
- B. The State hereby delegates to the Nation those powers necessary to enforce the criminal and traffic laws of the State of Utah exclusively when either (1) the State's Chief Law Enforcement Officer, the Commissioner of the Department of Public Safety (DPS), requests the Nation's aid; or (2) the Nation encounters a disaster or emergency within the State's jurisdiction that requires immediate aid. The Nation agrees to notify the State immediately when providing unrequested aid.
- C. The Parties agree that either party may withdraw its aid, whether requested or voluntary, at its own discretion. Nothing in this Agreement shall be construed as limiting or extending the lawful jurisdiction of either party except as expressly provided herein.

VII. Supervision and Control

The Nation's officers and employees shall remain under the supervision and control of the Nation at all times but shall take direction from the ranking State officer when operating within the State's jurisdiction.

State officers and employees shall remain under the supervision and control of the State but shall take direction from the ranking Nation officer when operating within the Nation's jurisdiction.

The requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives and/or property within the territorial boundaries of party's jurisdiction. When an assisting officer takes a person or property into custody while in the requesting party's jurisdiction, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party's jurisdiction.

VIII. Reports, Subpoenas, and Court Appearance

- A. After an occurrence wherein mutual assistance was required and given, all participating Parties shall exchange all reports arising out of the occurrence; provided, however, that nothing in this Section shall purport to waive, limit, or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.
- B. Employees of the assisting party who are subpoenaed to court or other

administrative hearing or board as a direct or indirect result of assisting the requesting party, shall honor all subpoenas by the requesting party. Transportation, meals or lodging costs associated with court or administrative hearing or board shall be paid by requesting party.

IX. Compensation, Benefits, and Indemnity

Both Parties agree that, under all circumstances, each party shall remain exclusively liable for its own officers' salaries, workers' compensation, and civil liabilities arising within the scope of employment.

X. Dispute Resolution

In the event of a dispute related to this Agreement, the Parties agree to informally resolve the dispute in good faith. In the event the Parties are unable to resolve the dispute, either Party, or both, may notify the other in writing of its intent to terminate the Agreement.

XI. Duration, Amendment, and Termination

This Agreement takes effect on the date that the last party executes it and shall remain in effect for four (4) years, unless otherwise amended or terminated. The Parties may, through mutual written consent, amend this Agreement, but such amendments must be adopted with all the formalities necessary to enact this Agreement in the first instance. Either of the Parties may terminate this Agreement with a minimum of thirty (30) days' written notice to the other party.

XII. Sovereign Immunity

DPS is a governmental entity as defined by the Utah Governmental Immunity Act at Title 63G Chapter 7 of the Utah Code. The Nation is a sovereign nation, which is immune from suit pursuant to 1 N.N.C. §553. All privileges and immunities from liability enjoyed by the Parties shall apply to the same degree and extent when acting in pursuance of this Agreement. Nothing in this Agreement, or in any future amendments, shall be construed as a waiver by the State or the Nation of any rights, limits, protections, or defenses provided by any governmental immunity statutes including the foregoing or the sovereign immunity of the Navajo Nation.

Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to the various governmental immunity laws, each party will defend any lawsuit brought against it and there is no indemnity between the parties. In addition, the Parties shall not be considered employees of the other Party, and this Agreement shall not be construed to create an interlocal partnership, joint venture, relationship of employer-employee or principal and agent, or to create any liability for one Party with respect to any liabilities or obligations of the other Party.

XIII. Miscellaneous

Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this Agreement as to them appear necessary.

XIV. Notice

Official notices under this Agreement shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such other address as a Party may hereafter specify in writing):

NATION: Chief of Police
Navajo Police Department
P.O. Box 3360
Window Rock, AZ 86515-3360

STATE: Superintendent, Utah Highway Patrol
Department of Public Safety
P.O. Box 141775
Salt Lake City, Utah 84114-1175

XV. Savings Clause

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.

XVI. Entire Agreement

This Agreement, including any exhibits or other attachments, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective consents and the Parties hereto have executed this Agreement by and through their respective offices duly authorized.

THE NAVAJO NATION

STATE OF UTAH

BY:

Jonathan Nez
President
Navajo Nation

BY:

Spencer T. Cox
Governor
State of Utah

DATE:

DATE:

BY:

Jesse Delmar
Executive Director
Navajo Nation Division of Public
Safety

BY:

Jess L. Anderson
Commissioner
Utah Department of Public Safety

DATE:

DATE:

APPROVED AS TO FORM

APPROVED AS TO FORM

BY:

Attorney General for the Navajo Nation

BY:

Assistant Attorney General for the
Utah Department of Public Safety

DATE:

DATE:

Document No. 016244Date Issued: 04/14/2021**SECTION 164 REVIEW FORM****EXHIBIT****B**Title of Document: AGREEMENT - NDPS & THE STATE OF UTAHContact Name: NOONProgram/Division: DIVISION OF PUBLIC SAFETYEmail: dtnoon@navajo-nsn.govPhone Number: 928-871-7531Division Director Approval for 164B *[Signature]*

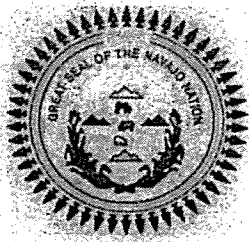
Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency 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"/>	GA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)				
	1. OMB:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
	2. OOC:		Date:	<input type="checkbox"/>	<input type="checkbox"/>
	3. OAG:	<u><i>[Signature]</i></u>	Date: <u>4/29/21</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

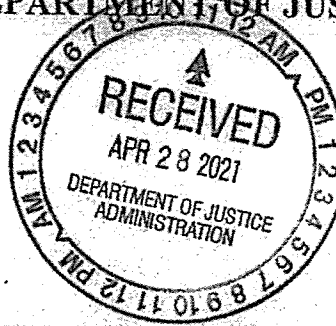
Section 164(B) Final approval rests with the President of the Navajo Nation

<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 checked="" type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:				
	1. Division:	<u><i>[Signature]</i></u>	Date: <u>041521</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OAG:	<u><i>[Signature]</i></u>	Date: <u>4/27/21</u>	<input checked="" 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"/>



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
4/28/21 11:5a
DATE / TIME
☐ 7 Day Deadline
DOC #: 01624473
SAS #:
UNIT: LL

☒ RESUBMITTAL
April 2021

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: 4/28/2021 DIVISION: Of Public Safety
CONTACT NAME: Daryl Noon, Deputy COP DEPARTMENT: NPD
PHONE NUMBER: 871-6363 E-MAIL: dtnoon@navajo-nsn.gov

TITLE OF DOCUMENT: RESUB: Agreement - NDPS and the State of Utah...

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 8:15 am 4-29-21 REVIEWING ATTORNEY/ADVOCATE: PS

DATE TIME OUT OF UNIT: 1:28 pm 4/29/21

DOJ ATTORNEY / ADVOCATE COMMENTS

Sufficient.

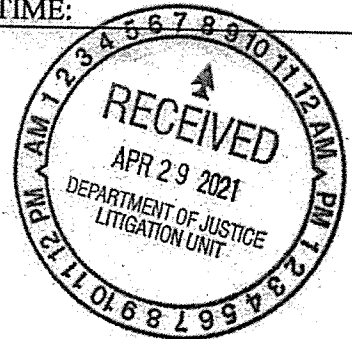
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Jaw Spruwan	4/29/21 10:17AM	Jaw Spruwan	4/29/21 10:17AM

DOJ Secretary Called: Daryl Noon for Document Pick Up on 4/29/21 at Spr By: 4/30/21

PICKED UP BY: (Print)

DATE / TIME:

NNDOJ/DRRF-July 2013





NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ	
4/21/21 @ 4:03pm	DATE / TIME
<input type="checkbox"/> 7 Day Deadline	
DOC #: 016244#2	
SAS #:	
UNIT: Hsqn	

☒ RESUBMITTAL

April 2021

*** FOR NNDJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: 4/20/2021 DIVISION: Of Public Safety
 CONTACT NAME: Daryl Noon, Deputy COP DEPARTMENT: NPD
 PHONE NUMBER: 871-6363 E-MAIL: dtnoon@navajo-nsn.gov

TITLE OF DOCUMENT: Agreement - NDPS and the State of Utah

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 4/20/21 @ 4:50pm REVIEWING ATTORNEY/ADVOCATE: CBT / Paul
 DATE TIME OUT OF UNIT: 4/20/21 dm

DOJ ATTORNEY / ADVOCATE COMMENTS

In discussion w/ Paul, transfer to U. Legally sufficient as to form, though need to fix citation in paragraph XI.

REVIEWED BY: (Print) Paul Skutumpah	Date / Time 4/27/21 2:00pm	SURNAMED BY: (Print) Paul Skutumpah	Date / Time 4/27/21 2:00pm
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DOJ Secretary Called: Daryl Noon for Document Pick Up on at By:

PICKED UP BY: (Print) Felicia Williams

DATE / TIME: 4-27-21 1435

NNDJ/DRRF-July 2013

for Navajo Sovereign Immunity Act to "1.N.N.C. 5553". Also DPS has categorized this MOA not expending funds on the 164(C) part of the form. As this is an agreement between the Nation and the State of Utah and allows for delegation of the Nation's authority to Utah law enforcement in paragraph VI, the Speaker's Office may consider this an "Intergovernmental Agreement" under 2.N.N.C. § 164(A), and require approval by Council and/or the appropriate Council Committees before it can be signed by the President. Suggest consultation with OAP and Office of Legislative Counsel on whether this agreement requires Council approval.

NAVAJO NATION

1203

2/17/2022

Naa'bik'iyati' Committee Special Meeting

01:35:59 PM

Amd# to Amd#

New Business: Item C.

PASSED

MOT Wauneka, E

-Legislation 0010-22: Approving

SEC Yellowhair

and Authorizing the Mutual Aid

[Intergovernmental] Agreement...

Yeas : 22

Nays : 0

Excused : 1

Not Voting : 0

Yea : 22

Begay, E

Freeland, M

Smith

Tso, O

Begay, K

Halona, P

Stewart, W

Walker, T

Begay, P

Henio, J

Tso, C

Wauneka, E

Brown

James, V

Tso, D

Yazzie

Charles-Newton

Nez, R

Tso, E

Yellowhair

Daniels

Slater, C

Nay : 0

Excused : 1

Crotty

Not Voting : 0

Presiding Speaker: Damon