

LEGISLATIVE SUMMARY SHEET

Tracking No. 0245-22

DATE: December 8, 2022

TITLE OF RESOLUTION: 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 DIVISION OF PUBLIC SAFETY, NAVAJO POLICE DEPARTMENT AND THE CITY OF PAGE, ARIZONA

PURPOSE: This resolution, if approved, will provide a mutual aid agreement between the Navajo Nation Division of Public Safety, the Navajo Police Department, and the City of Page, Arizona.

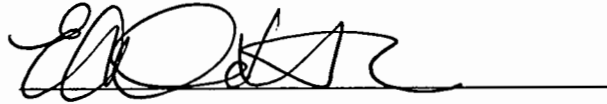
This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each Council Delegate to review the proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Johnson
Website Posting Time/Date: 7:15pm; 12-08-22
Posting End Date: 12-13-22
Eligible for Action: 12-14-22

Health Education & Human Services Committee
Thence
Law & Order Committee
Thence
Budget & Finance Committee
Thence
Naabik'íyáti' Committee

PROPOSED STANDING COMMITTEE RESOLUTION
24th NAVAJO NATION COUNCIL – Fourth Year, 2022

INTRODUCED BY



(Prime Sponsor)

TRACKING NO. 0245-22

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 DIVISION OF PUBLIC SAFETY, NAVAJO POLICE
DEPARTMENT AND THE CITY OF PAGE, ARIZONA

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. Pursuant to 2 N.N.C. § 164(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.
- B. Pursuant to 2 N.N.C. §§ 400(C)(1) and 401(B)(6)(a), 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.
- C. Pursuant to 2 N.N.C. §§ 600(C) and 601(B)(1)(a), the Navajo Nation established the Law and Order Committee as a standing committee of the Navajo Nation Council empowered

1 to provide oversight over law enforcement and with the enumerated power to support
2 effective cooperation and coordination between Navajo Nation law enforcement agencies
3 and that of various states and federal government law enforcement agencies. The Law
4 and Order Committee was also delegated the enumerated power to grant approval for
5 agreements negotiated by justice systems entities, administrative legal tribunals and
6 public safety programs with other federal, state, international, tribal, regional, and local
7 governmental agencies, subject to Naabik'iyáti' Committee approval when required by
8 law.

9 D. Pursuant to 2 N.N.C. §§ 300(C) and 301(B)(15), the Budget and Finance Committee was
10 established as a standing committee of the Navajo Nation Council empowered with
11 oversight authority over budget, finances, insurance, and other matters. The Budget and
12 Finance Committee was also delegated the enumerated power to authorize, review,
13 approve and accept agreements, including contracts and grants, between the Navajo
14 Nation and any federal, state, or regional authority upon the recommendation of the
15 standing committee which has oversight of the division, department or program which
16 has applied for the agreement.

17 E. Pursuant to 2 N.N.C. §§ 701(A)(4) and (8), the Naabik'iyáti' Committee was established
18 as a standing committee of the Navajo Nation Council empowered to coordinate all
19 federal, county and state programs with other standing committees and branches of the
20 Navajo Nation government to provide the most efficient delivery of services to the
21 Navajo Nation and to review and continually monitor the programs and activities of
22 federal and state departments and to assist development of such programs designed to
23 serve the Navajo People and the Navajo Nation through intergovernmental relationships
24 between the Navajo Nation and such departments.

25 26 **SECTION TWO. FINDINGS**

27 A. The Mutual Aid [Intergovernmental] Agreement between the Navajo Nation Division of
28 Public Safety, Navajo Police Department and the City of Page, Arizona ("Agreement"),
29 attached hereto as **Exhibit A**, is entered into pursuant to Navajo Nation and State of
30 Arizona laws and is predicated on a government to government relationship between the

1 Navajo Nation and the City of Page.

2 B. The intent and purpose of the Agreement is to provide cooperative law enforcement
3 operations and voluntary mutual aid in the event of disasters or emergencies within each
4 party's jurisdiction, attached hereto as **Exhibit A**.

5 C. The Agreement has been reviewed by the Navajo Nation Department of Justice and
6 determined to be legally sufficient, attached hereto as **Exhibit B**.

7 D. The Navajo Nation finds it to be in the best interest of the Navajo People, and the health,
8 safety and welfare of its citizens within and near the City of Page to enter into the Mutual
9 Aid [Intergovernmental] Agreement between the Navajo Nation Division of Public
10 Safety, Navajo Police Department and the City of Page, Arizona, attached hereto as
11 **Exhibit A**.

12
13 **SECTION THREE. APPROVALS**

14 A. The Navajo Nation hereby approves the Mutual Aid [Intergovernmental] Agreement
15 between the Navajo Nation Division of Public Safety, Navajo Police Department and the
16 City of Page, Arizona, attached hereto as **Exhibit A**.

17 B. The Navajo Nation hereby authorizes the President of the Navajo Nation, Division
18 Director of the Navajo Nation Division of Public Safety, Chief of Police of the Navajo
19 Police Department and Navajo Nation Attorney General to execute and effectuate the
20 Mutual Aid [Intergovernmental] Agreement between the Navajo Nation Division of
21 Public Safety, Navajo Police Department and the City of Page, Arizona, attached hereto
22 as **Exhibit A**.



MUTUAL AID AGREEMENT BETWEEN THE NAVAJO NATION AND THE CITY OF PAGE

Section I Parties

This law enforcement Agreement (Agreement) is entered into by and between the Navajo Division of Public Safety, Navajo Police Department (Nation), a public agency and City of Page (City), a municipal corporation collectively the Parties.

Section 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 Arizona and the laws enacted by each sovereign.

Section 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, and A.R.S. §13-3872 as amended. City is authorized to enter into this Agreement pursuant to A.R.S. §11-951, § 11-952, §13-3872 and § 9-240.B.12.

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

The Parties agree that this Agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond 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.

Section V Territorial Application

This Agreement applies within the City of Page, Arizona and the Arizona portion of the Navajo Nation, provided that both Parties may engage in fresh pursuit as allowed by law regardless of whether such pursuit is made pursuant to this Agreement. The Page Police Department agrees to respect and comply with the Tribe's extradition procedures as required by A.R.S. § 13-3869 in seeking the extradition of Tribal offenders from the Navajo Nation in connection with the execution of off-reservation warrants. The Navajo Nation Police Department agrees to respect and comply with the federal extradition procedures and State of Arizona extradition procedures pursuant to A.R.S. § 13-3869 in seeking the extradition of non-Tribal offenders from the City of Page in the execution of reservation warrants.

Section VI Scope of Powers

- A. The Nation hereby delegates to City 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 City's aid; or (2) City encounters a disaster or emergency within the Nation's jurisdiction that requires immediate aid. City agrees to notify the Nation immediately when providing unrequested aid.
- B. To the extent authorized by law, City hereby delegates to the Nation those powers necessary to enforce the criminal and traffic laws of the City of Page and State of Arizona exclusively when either (1) the City's Chief of Police requests the Nation's aid; or (2) the Nation encounters a disaster or emergency within the City's jurisdiction that requires immediate aid. The Nation agrees to notify City 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.

Section VII Supervision and Control

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

City officers shall remain under the supervision and control of City, 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, while in the requesting party's jurisdiction, takes a person or property into custody he 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.

Section VIII Reports, Subpoenas, and Court Appearance

- A. After an occurrence wherein mutual law enforcement assistance was required and given, all participating Parties shall make an interchange of all reports arising out of such operation; 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. Officers of the assisting Party who are subpoenaed to court or other administrative hearing or board as a direct or indirect result of providing assistance, shall honor all subpoenas by the requesting Party. Transportation, meals and lodging costs associated with court or administrative hearing or board shall be paid by requesting Party.

Section IX Compensation, Benefits, and Indemnity

The Parties agree that, under all circumstances, the Nation shall remain exclusively liable for Nation officers' salaries, workers' compensation, and civil liabilities of the Nation arising within the scope of employment.

The Parties agree that, under all circumstances, City shall remain exclusively liable for City officers' salaries, workers' compensation, and civil liabilities of the City arising within the scope of employment.

Section 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.

Section XI Duration, Amendment, and Termination

This Agreement takes effect on the date that the last party executes it and shall remain in effect for ten (10) years, unless otherwise amended or terminated. The Parties may, through mutual written consent, amend this Agreement, but such amendments must be adopted with all of 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.

Section XII Sovereign Immunity

Nothing in this Agreement, or in any future amendments, shall be interpreted, either expressly or impliedly, as constituting a waiver of the sovereign immunity of the Navajo Nation or of the City of Page, Arizona. City is a municipal corporation and a political subdivision of the State of Arizona. 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.

Section XIII Liability and Indemnity

Each Party shall be solely responsible and made liable for claims, demands, or judgments (including costs, expenses, and reasonable attorney's fees) resulting from personal injury to any

person or damage to any property arising out of the acts of the Party or any representative, principal, employee, officer, official, director or agent of that Party.

Subject to the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 551 *et. seq.*, each Party (the "Indemnifying Party") hereby indemnifies and holds the other Party as well as the other Party's agents, representatives, principals, employees, officers, officials and directors (collectively, the "Indemnified Party") harmless for, from, and against any loss, damage or expense, including reasonable attorney's fees and costs incurred or suffered by or threatened against the Indemnified Party for a claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation to the extent caused by the negligence or willful misconduct of the Indemnifying Party or any of its representatives, principals, employees, officers, officials, directors or agents; provided, however, that an Indemnifying Party shall have no obligation to indemnify the Indemnified Party to the extent the claim arises out of the fault or negligence of the Indemnified Party

Section XIII Miscellaneous

- A. Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this agreement as to them appear necessary.
- B. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section 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

CITY: Chief of Police
808 Coppermine Rd.
P.O. Box 3005
Page, AZ 86040

Section 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.

Section 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

CITY OF PAGE

BY:

Jonathan Nez
Navajo Nation President

BY:

William R. Diak
Mayor

DATE:

DATE:

BY:

Jesse Delmar
Executive Director
Navajo Division of Public Safety

BY:

Tim Lange
Chief of Police
City of Page

DATE:

DATE:

APPROVED AS TO FORM

APPROVED AS TO FORM

BY:

Attorney for Navajo Nation

BY:

City Attorney

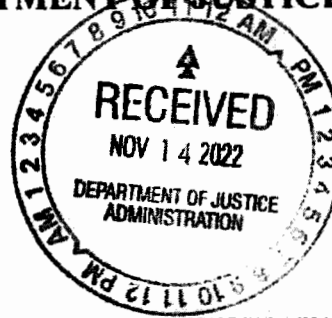
DATE:

DATE:



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
11-14-22 @ 11:20a
DATE/TIME
7 Day Deadline
DOC #: 19471
SAS #:
UNIT: HSN

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST: 11.14.22 ENTITY/DIVISION: DPS
CONTACT NAME: Lavina Willie-Nez DEPARTMENT: NPO
PHONE NUMBER: 928 380 7357 E-MAIL: lwillie@navajo-rsn.gov
TITLE OF DOCUMENT: Intergovernmental Agreement

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 11/15/22 @ 10am REVIEWING ATTORNEY/ADVOCATE: LBT/LL

DATE/TIME OUT OF UNIT: 11/15/22 @ 2:15pm

DOJ ATTORNEY / ADVOCATE COMMENTS

Sufficient. See memo dated 11/15/22

REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
		LB	11/15/22

DOJ Secretary Called: emailed Willie for Document Pick Up on 11/15/22 at 2:15 By: ja

PICKED UP BY: (PRINT) DATE / TIME:



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

MEMORANDUM

TO: Darryl T. Noon, Chief of Police
Navajo Police Department
Navajo Nation Division of Public Safety

FROM: _____
LaTonia B. Johnson, Assistant Attorney General
Human Services & Government Unit
Navajo Department of Justice

DATE: November 15, 2022

SUBJECT: Document No. 19471: Mutual Aid Agreement between the Navajo Nation and
City of Page

The Navajo Nation Department of Justice has completed its initial review of the above-mentioned document and found it sufficient. Please note that this Mutual Aid Agreement (MAA) constitutes as an Intergovernmental Agreement and requires Naa'bik'iyati' Committee's approval before execution by the Navajo Nation President.

Pursuant to 2 N.N.C. § 110 (J), "Intergovernmental Agreement" (IGA) is defined as an "agreement between the Navajo Nation and another government that involve the sharing of governmental powers, and include Indian-Self-Determination and Education Assistance Act (P.L. 638) contracts. Intergovernmental agreement do not include agreements between the Navajo Nation and another government where the Nation or the other government acts in a landowner or commercial capacity." In this case, the MAA is an agreement between the Navajo Nation and City of Page that allows each respective governmental entity to provide law enforcement services in each respective jurisdiction when requested. The aforementioned purpose is considered as a sharing of governmental powers. As such, the MAA constitutes as an IGA and requires Naa'bik'iyati' Committee's approval before execution by the Navajo Nation President.

If you have any questions regarding this memorandum, please contact me via email at ljohnson@nndoj.org. Thank you.

LBJ/lk.36.23

SECTION 164 REVIEW FORMTitle of Document: Intergovernmental Agreement Contact Name: NDLE/OFC. OF CHIEF OF POLICEProgram/Division: DIVISION OF PUBLIC SAFETYEmail: dtnoon@navajo-nsn.gov Phone Number: 928.729-4513Division Director Approval for 164A: [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"/>	IGA, 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>See Memo 11/15/22</u>	Date: <u>11/15/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

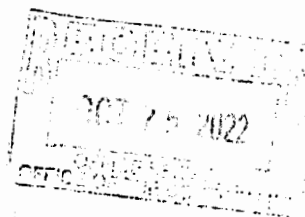
<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: <u>W. J. C. Shurtley - See Memo</u>	Date: <u>10/10/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OOC: <u>Valencia M. Stults</u>	Date: <u>11/4/22</u>	<input checked="" 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"/>

RECEIVED**OCT 10 2022**

RECEIVED

OCT 10 2022

Office of Management and Budget
The Navajo Nation, Window Rock, AZ



THE NAVAJO NATION

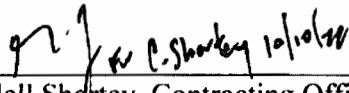
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



October 10, 2022

MEMORANDUM

TO : Chief Daryl T. Noon – NPD / DPS

FROM : 
Cordell Shortey, Contracting Officer – CGS /OMB

SUBJECT : Document Review No. 019471 – Mutual Aid Agreement Between the Navajo nation and the City of Page

The attached subject document was reviewed pursuant to FY 2023 NN BIM and based on Executive Order (EO) No. 07-2013, The 164 REVIEW AND SIGNATURE PROCESS, which was issued by former President Ben Shelly on April 18, 2013.


The document was issued as SECTION 164(A) REVIEW by Chief of Police on 10/3/22. Our review determined the document “**Sufficient**” with following comment and surnamed accordingly:

1. Pursuant to the Executive Order 07-2013 on document review by former President Shelly, Mutual Aid Agreement is subject to Section 164(B) for surname on Grant/Funding Agreement or Amendment block. However as stated above the subject document is Section 164(A) review so it is surnamed on Grant/Funding Agreement or amendment block.

NPD / DPS is advised to obtain full review, respectively. Contact our office at 871-6033 if you have question.

Attachment

Cc: CGS file
Jesse Delmar, Division Director, DPS


10.10.22

Contracts and Grants Section / OMB
Document Review Check on Grant Application, Award or Modification

(Fill in Spaces Highlighted Green that Apply)

Document Review No.: **019471** Date of Review **10/10/2022**
Sponsor - Title of Program / Division **Navajo Police Department / DPS**
☒ Application ☐ Award ☐ Mod. Branch Chief signature required? **Yes**
Indicate Fund Source - federal, state, etc. City of Page Title of Grant Mutual Aid Agreement with City of Page
Budget Amount - Budget Period Date signed by both parties for 10 yrs

FY 2023 NN BIM Appendix L Sec. V., VI. & VI. submit Grant Application; VIII. accept Grant Award

- A. **Application** - funding agency due date. Mutual Aid Agreement attached
Reference Application e.g., SF-424, etc. Mutual Aid Agreement attached
1 Grant Agreement, Terms & Conditions Mutual Aid Agreement attached
2 Scope of Work (SOW) specific to grant purpose. Mutual Aid Agreement attached
3 Budget - must be in funding agency format & NNBF 1-5 N/A
Ensure each object code budgeted is justified, supported by calculation N/A
a. NNBF 3 supported by Personnel Office List of Employee Assignment N/A
b. Indicated FY & IDC rate used to budget recovery IDC funds N/A
- Is budget on IDC recovery correct via IDC calculation checksheet N/A
c. Does grant require matching? N/A
- If so ensure Form on Required Match on Contract/Grant is attached N/A
b. Is Subcontract budgeted separately N/A
On lower right hand corner of each NNBF, initial & indicate date of review.
4 If application / award is federal fund, indicate CFDA no. N/A
5 Indicate UEI no. used - Official NN is KEBVZKN93W87 Mutual Aid Agreement attached
6 SAMS
B. **Award, on application submitted by NN - § VII. A.**
- Document review no. on Application & Date
- Notice of Award (NOA) / Date (attach):
- Change to Appli. on Award, explain in Comment section below
C. **Award, funding for successor year on multi-year contract - § VII. B.**
- Term (Begin & End Date) of multi-year contract
- NOA / Date (attach):
D. **Sec. IV. C. Contract Modification, Form Summary of Change to Ext Grant Budget**
Additional allocation to annual award e.g., CR funding on federal award.
- Required NNBF 3 or 4 or both.
- NOA / Date (attach):

E. **Comments on significant points and issues and concerns.**

Document No. 019471 deemed Sufficient with the following comment: Document Review submitted as Section 164(A) rather than 164(B) for Grant/Funding Agreement or Amendment.

F. **Document is Sufficient or Insufficient:**

Sufficient

G. **Review By / Date:**

Albertina Tom-Sandoval 10/10/22

Surname By / Date:

[Signature] 10/10/22

Explain in memorandum significant points and issues/concerns noted in Section E. above on result of review.

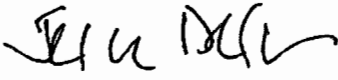
THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO : TO WHOM IT MAY CONCERN

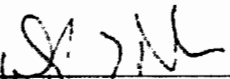
FROM : 
Jesse Delmar, Division Director
Division of Public Safety

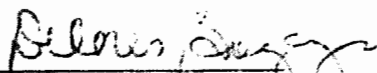
DATE : January 4, 2022

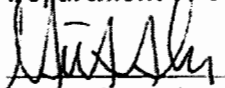
SUBJECT : **STANDING DELEGATION OF AUTHORITY**
DIVISION OF PUBLIC SAFETY - Fiscal Year 2022

This is notification that the following personnel have signature authority for Navajo Division of Public Safety, in my absence. They shall have the authority to administer, oversee, and monitor routine tasks in carrying all the duties and responsibilities associated with this office. This delegation is not transferable and shall not be sub delegated.

ACKNOWLEDGED:


Daryl Noon, Chief of Police
Navajo Police Department


Delores Greeyes, PhD, Corrections Director
Department of Corrections


Michael Henderson, Director
Department of Criminal Investigations

If you have any questions, please contact our office at 928-871-6581.

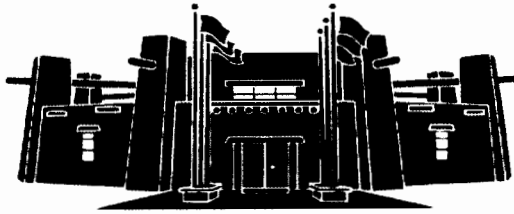
DISTRIBUTION
XC: file

RECEIVED

OCT 10 2022

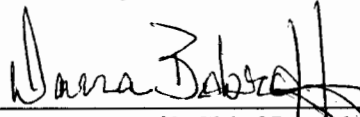
For more information, please contact the Office of Management and Budget at 928-871-6581 or visit our website at www.navajonation.gov.

Office of Management and Budget
The Navajo Nation, Window Rock, AZ



MEMORANDUM

TO: Hon. Eugenia Charles-Newton, Council Delegate
24th Navajo Nation Council

FROM: 
Dana Bobroff, Chief Legislative Counsel
Office of Legislative Counsel

DATE: December 8, 2022

SUBJECT: 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 DIVISION OF PUBLIC SAFETY, NAVAJO POLICE DEPARTMENT AND THE CITY OF PAGE, ARIZONA

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0245-22_

SPONSOR: Eugenia Charles-Newton

TITLE An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'iyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona

Date posted: December 8, 2022 at 7:15 PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

**Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586**

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**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0245-22

SPONSOR: Honorable Eugenia Charles-Newton

TITLE: An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'iyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona

Posted: December 8, 2022 at 7:15 PM

5 DAY Comment Period Ended: December 13, 2022

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Comments/Recommendations	<i>None</i>


 Legislative Tracking Secretary
 Office of Legislative Services

December 14, 2022; 9:00 AM
 Date/Time

**HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE
24TH NAVAJO NATION COUNCIL**

**FOURTH YEAR 2022
COMMITTEE REPORT**

Mr. Speaker,

The **HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE** to whom has been assigned:

Legislation #0245-22: An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'iyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona

Sponsor: Delegate Eugenia Charles-Newton

Co-Sponsors: Delegate Carl R. Slater

Has had it under consideration and reports a Do Pass with no amendment(s) and thence refers the legislation to the Law and Order Committee.

Respectfully submitted,



Carl R. Slater, Vice-Chairman
Health, Education and Human Services Committee
24th Navajo Nation Council

Date: December 14, 2022

Main Motion:

Motion: Honorable Paul Begay, Jr.
Second: Honorable Edison J. Wauneka
Vote: 3-0-0

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE
Regular Meeting
December 14, 2022

Legislation #0245-22: : An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'iyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona

Sponsor: Delegate Eugenia Charles-Newton

Co-Sponsors: Delegate Carl R. Slater

VOTE TALLY SHEET:

Main Motion:

Motion: Honorable Paul Begay, Jr.

Second: Honorable Edison J. Wauneka

Yea: Paul Begay, Jr.; Pernell Halona; Edison J. Wauneka

Nay:

Not Voting: Carl R. Slater (Presiding Vice-Chairman); Charlaine Tso

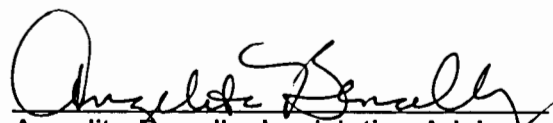
Excused: Daniel E. Tso

Absent:

Vote: 3-0-0



Carl R. Slater, Vice-Chairman
Health, Education and Human Services Committee
24th Navajo Nation Council



Angelita Benally, Legislative Advisor
Health, Education and Human Services Committee
Office of Legislative Services