

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
25th NAVAJO NATION COUNCIL -- First Year, 2023

AN ACTION RELATING TO THE LAW AND ORDER, BUDGET AND FINANCE, AND
NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A TWO (2) YEAR
EXTENSION TO THE ARIZONA MUTUAL AID COMPACT

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The 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 Law and Order Committee as a standing committee of the Navajo Nation Council empowered with authority to provide oversight over law enforcement activities 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(A) and (C)(7).
- 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

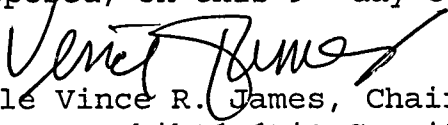
- A. The Arizona Mutual Aid Compact [Intergovernmental Agreement] between the Navajo Nation, its Division of Public Safety, and the State of Arizona and its Department of Emergency and Military Affairs, was approved and authorized in 2013 for ten (10) years by Resolution No. BFF-01-13, attached as **Exhibit 1**.
- B. The intent and purpose of the Intergovernmental Agreement is to provide voluntary mutual aid in the event of disasters or emergencies within each party's jurisdiction. **Exhibit 1**.
- C. Per its terms, the Intergovernmental Agreement expires on March 11, 2023.
- D. The Navajo Nation finds it to be in the best interest of the Navajo People and the health, safety and welfare of its citizens to extend the Intergovernmental Agreement for two (2) years to provide the parties time to re-negotiate a new Arizona Mutual Aid Compact.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves a two (2) year extension, attached herein as **Exhibit 2**, to the Arizona Mutual Aid Compact between the Navajo Nation, its Division of Public Safety and the State of Arizona and its Department of Emergency and Military Affairs.
- B. The Navajo Nation hereby authorizes the President of the Navajo Nation, Director of the Navajo Nation Division of Public Safety, and Navajo Nation Attorney General to execute and effectuate the two-year extension to the Arizona Mutual Aid Compact attached as **Exhibit 2**.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 25th 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 19 in Favor, and 00 Opposed, on this 9th day of March 2023.


Honorable Vince R. James, Chairman Pro Tem
Naabik'íyáti' Committee

3/9/2023

Date

Motion: Honorable Carl R. Slater

Second: Honorable Lomardo Aseret

Chairman Pro Tem Vince R. James not voting

RESOLUTION OF THE
BUDGET AND FINANCE COMMITTEE
OF THE NAVAJO NATION COUNCIL



22ND NAVAJO NATION COUNCIL - Third Year, 2013

AN ACTION

RELATING TO LAW AND ORDER AND BUDGET AND FINANCE; AUTHORIZING THE
PRESIDENT OF THE NAVAJO NATION TO SIGN THE ARIZONA MUTUAL AID COMPACT

BE IT ENACTED:

1. The Navajo Nation hereby approves the Arizona Mutual Aid Compact, attached as Exhibit "A", and authorizes the President of the Navajo Nation to sign the same as a signatory.
2. The Navajo Nation hereby clarifies that the terms "... or applicable Tribal law," as referenced in Section 32 ("Dispute Resolution") of the Arizona Mutual Aid Compact, shall provide for arbitration only as expressly authorized by the Navajo Nation Arbitration Act (7 N.N.C. § 1101 et seq.) and the Navajo Sovereign Immunity Act (1 N.N.C. §§ 554 (J) AND (K).)
3. The Arizona Division of Emergency Management has acknowledged the application of the above-referenced Navajo Nation Dispute Resolution terms to the Arizona Mutual Aid Compact by letter to the Navajo Nation dated January 22, 2013 attached hereto as Exhibit "B".

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Budget and Finance Committee of the Navajo Nation Council at a duly called meeting held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 3 in favor, 0 opposed, this 5th day of February, 2013.

A handwritten signature in black ink, appearing to read "LoRenzo C. Bates".

LoRenzo C. Bates, Chairperson
Budget and Finance Committee

Motion: Lorenzo Curley
Second: Nelson S. BeGaye



ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

Automatic Mutual Aid means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.

Backfill means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.

Compact means this document, the Arizona Mutual Aid Compact (AZMAC).

Director is the Director of the Department of Emergency and Military Affairs (DEMA).

Emergency or Emergencies means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.

Jurisdiction means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

Local Mutual Aid are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.

Political Subdivision means any county, incorporated city or town, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.

Providing Party means the Jurisdiction providing aid in the event of an emergency.

Requesting Party means the Jurisdiction requesting aid in the event of an Emergency.

Self-deployed means to respond to an emergency without being requested by the Requesting Party.

4. Guiding Policy.

Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.

Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.

National Incident Management System (NIMS), 2008

5. Procedures for Requesting Assistance.

A Requesting Party, which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must come from the Requesting Party's county.

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. An example is provided in Appendix A.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own

service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures.

If the Providing Party desires reimbursement, the Requesting Party shall reimburse the Providing Party for all costs when any mutual assistance is requested, whether an incident has been declared an emergency or not. The Providing Party must declare to the Requesting Party its intent to seek reimbursement before responding to the Requesting Party's request for assistance. The Requesting Party, which is informed in advance of the Providing Party's intent to request reimbursement and which subsequently authorizes the Providing Party to respond, shall reimburse the providing party after receipt of an itemized voucher and documentation of all allowable costs of labor, equipment, and materials that have actually been expended in providing assistance.

The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time).

10. Reimbursement Procedures from the State.

The state is not liable for any claim arising from an emergency for which

the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

When mutual aid is extended under this Compact to the State, if the Providing Party desires reimbursement from the State, reimbursement, if any, to the Providing Parties by the State for costs will be provided to the Requesting Party pursuant to A.R.S. § 35-192, and A.A.C. Title 8 as applicable (as may be amended from time to time). A requesting jurisdiction other than a county may submit a request to the county for reimbursement. The county will then request reimbursement from the Director for reimbursement of the Requesting Party.

After the State and/or President has declared an emergency, the Requesting Party shall prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the Providing parties for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time).

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Compact, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

All parties to this agreement shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Party duties pursuant to this Compact.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each party shall be responsible for any injuries which may occur to its own personnel during the course of rendering mutual aid pursuant to this Compact. In accordance with A.R.S. § 23-1022, each party of a political jurisdiction of Arizona shall be deemed the primary employer and shall have sole responsibility for the payment of worker's compensation benefits to their respective employees. Each party shall comply with the notice provisions of A.R.S. § 23-1022 (E).

19. Insurance.

Each Requesting and Providing Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

20. Non-appropriation.

Notwithstanding any other provision in this Compact, a party may terminate its participation in this Compact if for any reason the party does not appropriate sufficient monies for the purpose of maintaining this Compact. In the event of such cancellation, the terminating party shall have no further obligation to the other parties other than for payment for services rendered prior to cancellation.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of either party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Agreement.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall issue an annual report, with updates as needed, to all parties identifying the parties to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

A party shall by resolution of its governing body terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, and a copy will be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

In the event of any controversy, which may arise out of this Compact, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A) or applicable Tribal law. The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed.

ARIZONA MUTUAL AID COMPACT SIGNATURE PAGE

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST:

(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

Appendix A Emergency Management Resource Request

DATE REQUEST SUBMITTED

PRIORITY

Black - Flash

Red - High

Yellow - Medium

Green - Low

☐
☐
☐
☐

STATUS

Black - Critical Action

Red - Action Required

Orange - Enroute

Yellow - On-Scene

Green - Released

Gray - Canceled

Blue - Closed

☐
☐
☐
☐
☐
☐
☐

Tracking Number-Local

Tracking Number-State

Tracking Number-FEMA

Tracking Number-EMAC

WHO IS MAKING THE REQUEST:

Requesting Organization

Related Event/Incident/Activity

REQUESTORS CONTACT INFO:

Phone:

Cell:

Fax:

Frequency:

WHAT IS BEING REQUESTED:

Resource Category

Quantity

Qty Unit of Measure

Date/Time needed

Resource Type/Kind

Resource must come with

☐ Fuel ☐ Meals ☐ Operator(s) ☐ Water ☐ Maint ☐ Lodging ☐ Power

Other

Mission

SPECIAL INSTRUCTIONS (E.G. SAFETY MESSAGE, INGRESS/EGRESS ROUTES, ETC.):

Special Instructions

FORWARD REQUEST TO:

Individual

Organization/Location

Position

Agency

Vendor

Summary of actions taken

Estimated Resource Cost

Appendix B

ARIZONA MUTUAL AID COMPACT (AZMAC) POINTS OF CONTACT

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

EXHIBIT B



JANICE K. BREWER
GOVERNOR

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DIVISION OF EMERGENCY MANAGEMENT

5636 East McDowell Road, Phoenix, Arizona 85008-3495
(602) 244-0504 FAX: (602) 464-6501



MG HUGO E. SALAZAR
THE ADJUTANT GENERAL

January 22, 2013

Honorable Johnny Naize, Speaker
Navajo Nation Council
Office of the Speaker
P.O. Box 3390
Window Rock, Arizona
(928) 871-7160

Honorable Ben Shelley, President
Navajo Nation
Office of the President
P.O. Box 7440
Window Rock, Arizona
(928) 871-7000

RE: Letter of Acknowledgement

Speaker Naize & President Shelley,

The Arizona Mutual Aid Compact serves as a utility to provide mutual aid resources to each signatory jurisdiction during times of emergencies and disasters, given the need and availability of such resources. The Arizona Division of Emergency Management encourages the Navajo Nation to sign the Arizona Mutual Aid Compact for purposes of accessing mutual aid assistance to protect communities and members of the Navajo Nation during declared emergencies.

The Arizona Department of Emergency and Military Affairs, Division of Emergency Management acknowledges the Navajo Nation Resolution 0420-12 section "2" language as clarification to the term "...or applicable Tribal law", as referenced in section 32 (Dispute Resolution) of the Arizona Mutual Aid Compact.

Any questions pertaining to the content of this letter, please contact myself Lou Trammell, Director or Josh Allan, Tribal Liaison at 602-244-0504

Thanks,

Lou Trammell, Director
Arizona Division of Emergency Management

CC Navajo Nation Law and Order Committee
Navajo Nation Emergency Management Director, Rose Whitechair

NAVAJO NATION – ARIZONA MUTUAL AID COMPACT
Amendment No. 1

Pursuant to Paragraph 14 of the Arizona Mutual Aid Compact between the State of Arizona, by and through the Arizona Department of Emergency and Military Affairs, and the Navajo Nation, this Amendment formally extends the duration of this Compact for a further two years from the effective date of this Amendment. This Amendment shall be effective on the date it is approved by the Navajo Nation.

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

For the Navajo Nation:

_____	_____
(Signing Authority)	Date

ATTEST: _____	_____
(Attesting Authority)	Date

Date of formal approval by governing body: _____

For the State of Arizona:

_____	_____
(Signing Authority)	Date

ATTEST: _____	_____
(Attesting Authority)	Date

NAVAJO NATION

38

3/9/2023

Naa'bik'iyati' Committee Regular Meeting

04:23:43 PM

Amd# to Amd#

New Business: Item A.

PASSED

MOT Slater, C

CONSENT AGENDA:

SEC Aseret, L

Legislation: 0028-23

Yeas : 19

Nays : 0

Excused : 3

Not Voting : 1

Yea : 19

Arviso, S

Crotty, A

Notah, N

Tolth, G

Aseret, L

Damon, S

Parrish, S

Tso, O

Begay, H

Daniels, H

Simonson, G

Yanito, C

Begay, N

Nez, A

Simpson, D

Yazzie, C

Charles-Newton, E

Nez, R

Slater, C

Nay : 0

Excused : 3

Jesus, B

Johnson, C

Claw, S

Not Voting : 1

Curley, C

Presiding Speaker: James, V