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

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 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. 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.
- D. Pursuant to 2 N.N.C. §§ 300(C) and 301(B)(15), the Budget and Finance Committee was established as a standing committee of the Navajo Nation Council empowered with oversight authority over budget, finances, insurance, and other matters. 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.

E. Pursuant to 2 N.N.C. §§ 701(A)(4) and (8), the Naabik'íyáti' Committee was established 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.

SECOND TWO. FINDINGS:

- A. The Mutual Aid [Intergovernmental] Agreement between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona ("Agreement"), attached hereto as Exhibit A, is entered into pursuant to Navajo Nation and State of Arizona laws and is predicated on a government to government relationship between the Navajo Nation and the City of Page.
- 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, attached hereto as Exhibit A.
- C. The Agreement has been reviewed by the Navajo Nation Department of Justice and determined to be legally sufficient, attached hereto as **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 citizens within and near the City of Page to enter into the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona, attached hereto as Exhibit A.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona, attached hereto as Exhibit A.
- B. The Navajo Nation hereby authorizes the President of the Navajo Nation, Division Director of the Navajo Nation Division of Public Safety, Chief of Police of the Navajo Police Department

and Navajo Nation Attorney General to execute and effectuate the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation Division of Public Safety, Navajo Police Department and the City of Page, Arizona, attached hereto as Exhibit A.

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 16 in Favor, and 02 Opposed, on this 13th day of April 2023.

Honorable Seth Damon, Chairman Pro Tem Naabik'íyáti' Committee

April 23, 2023

Date

Motion: Honorable Casey Allen Johnson

Second: Honorable Danny Simpson

Chairman Pro Tem Seth Damon not voting



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 WIINESS 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.

CITY OF PAGE
BY:
William R. Diak
Mayor
DATE:
BY:
Tim Lange
Chief of Police
City of Page
•
DATE:
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APPROVED AS TO FORM
AFFROVED AS 10 FORM
BY:
City Attorney
DATE
DATE:





NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT
REVIEW
REQUEST
FORM



	DOJ
١	11-14-220 11264
ŀ	DATE / TIME 7 Day Deadline
//	14.151
۱	DOC#: 19471
	SAS #:
	UNIT: HS9W

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

DATE OF REQUEST: 11.14.22 ENTITY/DIVISION: OPS CONTACT NAME: LANIM WILLIA NOT DEPARTMENT: NOO PHONE NUMBER: 928 380 7357 E-MAIL: WILLIA QUANAJO-VEN AW TITLE OF DOCUMENT: WHEAGUREVI WENTAL HAVE WEAT DOJ SECRETARY TO COMPLETE DATE/TIME IN UNIT: 11.1922 COREVIEWING ATTORNEY/ADVOCATE: LBJ/ LK.						
DOJ SECRETARY TO COMPLETE DATE/TIME IN UNIT: 11/19/22 Cypreviewing attorney/advocate: LBJ/LK						
DATE/TIME IN UNIT: 11/19/22 CTO REVIEWING ATTORNEY/ADVOCATE: LBJ/LL						
DATE/TIME OUT OF UNIT: 11 15/20 @ 2:15pon lu						
DOJ ATTORNEY / ADVOCATE COMMENTS						
Sufficient. See memo dadd 1/15/22						
REVIEWED BY: (PRINT) DATE / TIME SURNAMED BY: (PRINT) DATE / TIME SURNAMED BY: (PRINT) DATE / TIME						
DOJ Secretary Called: Willie for Document Pick Up on 11/5/22 at 2:15 By: Que						
ICKED UP BY: (PRINT) DATE / TIME: DOJ/DRRF-July 2013						



NAVAJO NATION DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

DOREEN N. MCPAUL Attorney General

KIMBERLY A. DUTCHER Deputy Attorney General

<u>MEMORANDUM</u>

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 abovementioned 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 lajohnson@nndoj.org. Thank you.

LBJ/lk.36.23

Document No.	019471		Date I	ssued:	10/03/20	022
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Email:	dtnoon@navajo-n	sn.gov	Phone Numb	er:	928.729-4	513
Division Direct	tor Approval for 164A:	lor Blo	_			
except Business	ent category: only subm s Regulatory Department ufficient. If deemed insuf	which has 2 days, to re	view and determine	whether the	document(s)	are
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THE NAVAJO NATION





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

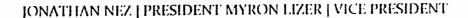
Jesse Delmar, Division Director, DPS

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

(Fill in Spaces Highlighted Green that Apply)

Document Review N	io.: 019471	Ļ	Date of Review	10/1	0/2022
Sponsor - Title of Pr	ogram / Division	and the second s	Navajo Police Dep	artment / DPS	and the second s
Application	∏Award	☐ Mod.	Branch Chief signa	ture required?	Yes
Indicate Fund Source	- federal, state, etc.	City of Page	Title of Grant	Mutual Aid Agreen	nent with City of Page
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FY 2023 NN BIM A	ppendix L Sec. V., VI. 8	& VI. submit G	rant Application:	VIII. accept Gra	nt Award
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a. NNBF 3 sup	ported by Personnel Off	ice List of Emplo	oyee Assignment		V/A
b. Indicated F	Y & IDC rate used to bud	get recovery ID	C funds		I/A
- Is budget o	n IDC recovery correct v	ia IDC calculation	on checksheet		N/A
c. Does grant	require matching?				I/A
- If so ensure	Form on Required Match	on Contract/Gr	ant is attached	1	I/A
b. Is Subcontra	act budgeted separately			1	I/A
On lower righ	t hand corner of each N	NBF, initial & in	ndicate date of revie	w.	
4 If application / a	award is federal fund, inc	dicate CFDA no.		1	I/A
5 Indicate UEI no.	used - Official NN is KEB	SVZNK93W87		Mutual Aid Agr	eement attached
6 SAMS	~				
B. Award, on appl	ication submitted by NN	l - § VII. A.			
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- Notice of Awa	rd (NOA) / Date (attach):	:			
 Change to App 	li. on Award, explain in (Comment section	on below		
	for successor year on m		act - § VII. B.		
- Term (Begin &	End Date) of multi-year	contract			
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THE NAVAJO NATION





MEMORANDUM

TO

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TO WHOM IT MAY CONCERN

Jul Mu

FROM

Jesse Delmar, Division Director

Division of Public Safety

DATE

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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 Navaio Police Department

Delores Greyeyes, 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.

RECEIVED

DISTRIBUTION XC: file

OCT 1 0 2022

Naa'bik'iyati' Committee Regular Meeting

4/13/2023 12:31:57 PM

Amd# to Amd#

New Business: Item A.

PASSED

MOT Johnson, C

CONSENT AGENDA

SEC Simpson, D

(25) Legislations

Yeas: 16

Nays: 2

Excused: 4

Not Voting: 1

Yea: 16

Arviso, S

Claw, S

Johnson, C

Simonson, G

Begay, H

Curley, C

Nez, A

Simpson, D

Begay, N

Daniels, H

Nez, R

Tolth, G

Charles-Newton, E

James, V

Notah, N

Yanito, C

Nay: 2

Yazzie, C

Crotty, A

Excused: 4

Slater, C

Aseret, L

Jesus, B

Tso, O

Not Voting: 1

Parrish, S

Presiding Speaker: Damon, S