A2012-0327.1

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAVAJO NATION ON BEHALF OF
THE NAVAJO NATION HUMAN RIGHTS COMMISSION
AND THE CITY OF FLAGSTAFF, ARIZONA

SECTION I. PREAMBLE

This Memorandum of Understanding (**"UNDERSTANDING"**) is by and between the Navajo Nation (**"NATION"**), acting through the Navajo Nation Human Rights Commission (**"COMMISSION"**), pursuant to 2 N.N.C. § 922 and the City of Flagstaff (**"CITY"**), a municipal body in the State of Arizona, located in Flagstaff, Arizona, pursuant to Article 1, Section 3 of its Charter authorized to enter into contracts. This **UNDERSTANDING** will serve as a foundation to achieve better race relations between the citizens of the **CITY** and **NATION**.

The **CITY** and **COMMISSION** understand that in order to achieve better race relations, both parties recognize that racism and discrimination occur by Navajos and non-Navajos, and is a sensitive matter. The civil, political, cultural and economic history between the United States of America and Navajos is significant and complex. We must never forget the tragedies inflicted on Navajos and ensure the Navajo people's stories are acknowledged and told in their individual and collective words. Navajo history includes the implementation of the Termination Era of indigenous peoples from the mid-1940s through the mid-1960s through United States House Concurrent Resolution 108 of 1953 and Public Law 83-280 of 1953; the Dawes General Allotment Act of 1887 and the Navajo-Hopi Land Settlement Act of 1974; and the Long Walk to Bosque Redondo in 1864 which was the forced removal and relocation of Navajos.

In addition, the Navajo people experienced acts of discrimination that require a community response and discussion of those tragedies inflicted on Navajos. The **CITY** and **COMMISSION** agree this **UNDERSTANDING** does not place blame concerning this racism and discrimination. However, the **CITY** realizes history intrudes on the present relationship between Navajos and non-Navajos.

The **CITY** seeks to be a sustainable, safe and vibrant community that retains the character, high quality of life and charm of a small town. The **CITY** promotes economic opportunities, educational choices, attainable housing, cultural awareness and career options to a diverse population. The **CITY** is rich with beauty and history, and the **CITY**'s Council is devoted to enhancing the quality of life for all who live, conduct business, shop and visit Flagstaff, Arizona regardless of race. The **CITY** celebrates its Native American ethnic and cultural diversity through its Commission on Diversity Awareness, the adoption of Resolution 2008-68 "Golden Rule City" and the National League of Cities' Inclusive Communities Resolution.

The 2010 census identifies 11.7 % of the citizens in the **CITY** are members of Native Americans representing the twenty-two Indigenous Nations in Arizona, with the largest population from the **NATION**. In addition, Northern Arizona University has one of the highest Native American student enrollments and awards the highest number of degrees for Native American students. Native Americans maintain an integral role in creating and shaping the **CITY**, which in turn encourages community awareness about the history, heritage and contributions of the Native

Americans. Therefore, the **CITY** celebrates the rich cultural traditions and proud ancestry of Native Americans, and recognizes the vital contributions Native Americans have made to strengthen and diversify the **CITY**.

Together the **COMMISSION** and the **CITY** intend to move forward acknowledging and respecting our mutual histories, and in order to build upon the past and improve the future; this **UNDERSTANDING** is entered into with a spirit of Hózhóogo.

SECTION II. INTENT

The **CITY** and **COMMISSION** enter into this **UNDERSTANDING** voluntarily for purposes of strengthening communication and coordinating services to promote a healthy and positive community relations recognizing cultural diversity, fairness, integrity and respect among all people visiting, residing or doing business in and around the **CITY**. The **CITY** and **COMMISSION** will encourage and promote mutual self-respect between all people through a variety of coordinated activities that support the mission of both entities. Therefore, this **UNDERSTANDING** will provide guidance as the **CITY** and **COMMISSION** collectively address race relations.

SECTION III. GENERAL PROVISIONS

1. It is in the best interests of the **CITY** and **NATION** to authorize the **CITY** and **COMMISSION** to proceed in a cooperative effort with the planning and development of joint strategies and activities that address race relations; and

2. The **COMMISSION** is a governmental entity that serves as a liaison for the **NATION**. The duties and responsibilities of each party pursuant to this **UNDERSTANDING** shall be consistent with federal, state, **CITY** and the **NATION**'s laws; and

3. It is understood that the **CITY** and **COMMISSION** may decide to refrain from addressing issues that are outside the scope of this **UNDERSTANDING**. The **COMMISSION** is established to address not only race relations, but other human rights issues, *inter alia*, the right to practice cultural beliefs; and

4. The **CITY** and **COMMISSION** are committed to working together harmoniously in the best interests of the **CITY** and **NATION** to resolve issues affecting the implementation of this **UNDERSTANDING**; and

5. The **CITY** and **COMMISSION** are committed to providing joint-training sessions to interested citizens and organizations in both communities that will cultivate a mutual understanding and respect for all people, regardless of race, gender orientation, or religious beliefs; and

6. The **CITY** and **COMMISSION** will establish joint procedures for developing and providing public/media educational activities, including providing bi-lingual support when appropriate; and

7. The **CITY** and **COMMISSION** are committed to work together to resolve complaints that impact the **CITY** and **NATION,** recognizing that there may be circumstances in which there are restrictions on the release of information by either party or legal limitations associated with compliance with existing laws and policies; and

8. The **CITY** and **COMMISSION** shall attempt to resolve all disputes and disagreements regarding this **UNDERSTANDING** administratively pursuant to the terms of this **UNDERSTANDING**; and

9. This **UNDERSTANDING** does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto, nor does it create a duty to respond not otherwise imposed by law.

SECTION IV. EFFECTIVE DATE

The effective date of this **UNDERSTANDING** shall be the date of the last signature below and shall remain in effect until otherwise terminated in accordance with the terms of this **UNDERSTANDING**.

SECTION V. DURATION OF UNDERSTANDING

This **UNDERSTANDING** shall remain in full force and effect until and unless terminated by either the **CITY** or **COMMISSION** as provided in this **UNDERSTANDING**.

SECTION VI. AMENDMENTS

This **UNDERSTANDING** shall not be amended except by an instrument executed in writing by the signatories below and attached to this **UNDERSTANDING**.

SECTION VII. NOTICE

Any notice required under this **UNDERSTANDING** shall be deemed sufficient if given in writing and sent by registered or certified mail.

In the case of the **COMMISSION**, notices shall be sent to:

Leonard Gorman, *Executive Director*
Navajo Nation Human Rights Commission
Post Office Box 1689
Window Rock, Arizona 86515

In the case of the **CITY**, notices shall be sent to:

Kevin Burke, *City Manager*
City of Flagstaff
211 West Aspen
Flagstaff, Arizona 86001

SECTION VIII. REVOCATION OF UNDERSTANDING

The **CITY** or **COMMISSION** may terminate this **UNDERSTANDING** at any time and without cause by providing ninety (90) calendar days' written notice by registered or certified mail return receipt requested. The termination of this **UNDERSTANDING** shall be effective ninety (90) calendar days after notice is officially received.

SECTION IX. PAYMENT

There are no payments to be made or cost under this **UNDERSTANDING**. The **CITY** and **COMMISSION** shall be solely responsible for their own costs unless for purposes of promoting and conducting activities and events in accordance with this **UNDERSTANDING** and agreed to by the **CITY** and **COMMISSION** at a duly called joint meeting.

SECTION X. INDEMNIFICATION

1. To the extent permitted by law, the **CITY** shall indemnify and hold the members of the **COMMISSION**, jointly and severally, harmless for the effects and consequences of the acts, omissions, and conduct of the **CITY**'s officials, employees or agents, provided that such acts, omissions or conduct arise in their official capacity and in the scope of the enumerated authority. Effects and consequences resulting from their own willful misconduct, breach of good faith, or gross negligence in the performance of their duties shall not be indemnified. The foregoing right or indemnification shall not be exclusive of other rights to which each such member may be entitled as a matter of law or waive any immunities conferred by applicable law; and

2. The **COMMISSION** shall indemnify and hold the **CITY** harmless for the effects and consequences of the acts, omissions, and conduct of the members of the **COMMISSION**, jointly and severally, provided that such acts, omissions or conduct arise in a **COMMISSION** member's official capacity and in the scope of the enumerated authority. Effects and consequences resulting from their own willful misconduct, breach of good faith, or gross negligence in the performance of their duties shall not be indemnified. The foregoing right or indemnification shall not be exclusive of other rights to which each such member may be entitled as a matter of law or waive any immunities conferred by applicable law.

SECTION XI. ANNUAL MEETINGS

The **CITY** or **COMMISSION** shall meet regularly once a year to review joint initiatives and activities of the parties to ensure the intent of this **UNDERSTANDING** is fully implemented and to ensure the goals of this **AGREEMENT** are achieved.

SECTION XII. SOVEREIGN OR GOVERNMENTAL IMMUNITY

Nothing contained in this **UNDERSTANDING**, either expressed or implied, waives the governmental immunity of the **CITY** or sovereign immunity of the **NATION**.

IN WITNESS WHEREOF, the **CITY** and **COMMISSION** have duly executed this **UNDERSTANDING** pursuant to the lawful authority of the **CITY** and **NATION**.

By: _____
Mr. Johnny Naize, *Speaker*
The 22nd Navajo Nation Council

Date: Mar 27 '12

By: _____
Ms. Sara Presler, *Mayor*
City of Flagstaff

Date: 3.27.2012

By: _____
Mr. Duane H. Yazzie, *Chairperson*
Navajo Nation Human Rights Commission

Date: 27 MAR 2012

Attest:

_____
City of Flagstaff Clerk

Approved as to form:

_____
City of Flagstaff Attorney