

**MEMORANDUM OF AGREEMENT  
BETWEEN THE NAVAJO NATION ON BEHALF OF  
THE NAVAJO NATION HUMAN RIGHTS COMMISSION  
AND THE CITY OF CORTEZ, COLORADO**

**SECTION I. PREAMBLE**

This Memorandum of Agreement (“**AGREEMENT**”) is by and between the Navajo Nation, on behalf of the Navajo Nation Human Rights Commission (“**COMMISSION**”), pursuant to 2 N.N.C. § 922 and the City of Cortez, Colorado (“**CITY**”), a municipal body in the State of Colorado, located in Cortez, Colorado, pursuant to Colorado Revised Statute 31-15-101 (1) (c) to enter into contracts. This **AGREEMENT** will serve as a foundation to achieve a better race relation between the citizens of the **CITY** and Navajo Nation.

The civil, political, cultural and economic history between the United States of America (“United States”) and Navajos is significant and complex. Through wars, genocide, forced displacement and the imposition of treaties, lands were taken and numerous hardships imposed including discrimination based on the color of one’s skin. We must never forget the tragedies inflicted on the Navajo people by a minority in the community and must ensure that the Navajo people’s stories are acknowledged and told in their individual and collective words.

The **CITY** is located in Southwest Colorado near Mesa Verde National Monument, which is on the border of the Navajo and Ute Mountain Reservation, and is a shopping center for the Navajo Nation. The **CITY** is noted for its belief that all people should be treated with the upmost dignity and strives to do so with this **AGREEMENT**. Together the **COMMISSION** and the **CITY** intend to move forward by acknowledging that racism and other destructive actions were inflicted upon the Navajo people, and continues in United States to this day.

These actions and ideas must be eliminated in the hearts and minds of all peoples. In order to build upon the past and improve the future, the **CITY** will partner with the **COMMISSION** to make sure that all people that live and visit the **CITY**’s beautiful community will be treated with the upmost respect and dignity.

**SECTION II. INTENT**

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

### SECTION III. GENERAL PROVISIONS

1. It is in the best interests of the Navajo Nation and the **CITY** to authorize the **COMMISSION** and the **CITY** 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 Navajo Nation. The duties and responsibilities of each party pursuant to this **AGREEMENT** shall be consistent with all applicable international, federal, state, local and Navajo Nation laws; and
3. It is understood that the **COMMISSION** and the **CITY** may from time-to-time refrain from addressing issues that are outside the scope of this **AGREEMENT**. 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 **COMMISSION** and the **CITY** are committed to working together harmoniously in the best interests of the Navajo Nation and the **CITY** to resolve issues affecting the implementation of this **AGREEMENT**; and
5. The **COMMISSION** and the **CITY** are committed to providing joint-training sessions to interested citizens and organizations that will cultivate a mutual understanding and respect for all peoples, regardless of race, gender orientation and/or religious beliefs; and
6. The **COMMISSION** and the **CITY** will establish joint procedures for developing and providing public/media educational activities, including providing bi-lingual support when appropriate; and
7. The **COMMISSION** and the **CITY** are committed to work together to resolve complaints that impact the Navajo Nation and the **CITY**, recognizing that there may be circumstance in which there are restrictions on the release of information by either party, which circumstance will be disclosed to the other party, with a goal of ensuring objectivity when receiving and reviewing complaints, information received during public hearings and facts discovered during an investigation process that impact the Navajo Nation and the **CITY**; and
8. The **COMMISSION** and the **CITY** shall resolve all disputes and disagreements regarding this **AGREEMENT** administratively pursuant to the terms of this **AGREEMENT**; and
9. This **AGREEMENT** 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 **AGREEMENT** shall be the date of the last signature below and shall remain in effect until otherwise terminated in accordance with the terms of this **AGREEMENT**.

**SECTION V. DURATION OF THE AGREEMENT**

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

**SECTION VI. AMENDMENTS**

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

**SECTION VII. NOTICE**

Any notice required or permitted to be given under this **AGREEMENT** 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:

Dan Porter, *Mayor*  
City of Cortez  
210 East Main Street  
Cortez, Colorado 81321

**SECTION VIII. REVOCATION OF THE AGREEMENT**

The **COMMISSION** or the **CITY** may terminate this **AGREEMENT** 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 **AGREEMENT** shall be effective ninety (90) calendar days after notice is officially received.

**SECTION IX. PAYMENT**

This is a no-cost **AGREEMENT**. The **COMMISSION** and the **CITY** shall be solely responsible for their own costs unless for purposes of promoting and conducting activities and events in accordance with this **AGREEMENT** and agreed to by the **COMMISSION** and the **CITY** 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 their acts, omissions, and conduct in their official capacity, provided that such acts, omissions or conduct arise in the **COMMISSION**'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; and

2. The **COMMISSION** shall indemnify and hold the members of the **CITY**, jointly and severally, harmless for the effects and consequences of their acts, omissions, and conduct in their official capacity, provided that such acts, omissions or conduct arise in the **CITY**'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 **COMMISSION** or the **CITY** shall meet regularly once a year to review joint initiatives and activities of the parties to ensure the intent of this **AGREEMENT** is fully implemented and to ensure the goals of this **AGREEMENT** are achieved.

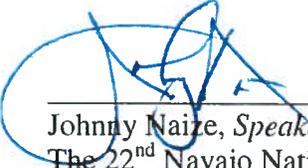
### SECTION XII. SOVEREIGN IMMUNITY

Nothing contained in this **AGREEMENT**, either expressly or implied, waives the sovereign immunity of the Navajo Nation or the **CITY**.

**IN WITNESS THEREOF**, the **COMMISSION** and the **CITY** have duly executed this **AGREEMENT** pursuant to the lawful authority of the Navajo Nation and the **CITY**.

THE NAVAJO NATION

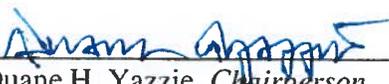
CITY OF CORTEZ

By:   
\_\_\_\_\_  
Johnny Naize, *Speaker*  
The 22<sup>nd</sup> Navajo Nation Council

By:   
\_\_\_\_\_  
Dan Porter, *Mayor*  
City of Cortez

Date: May 24, 2011

Date: May 24 2011

By:   
\_\_\_\_\_  
Duane H. Yazzie, *Chairperson*  
Navajo Nation Human Rights Commission

Date: 24 May 2011