

**MEMORANDUM OF AGREEMENT
BETWEEN THE NAVAJO NATION
ON BEHALF OF THE NAVAJO NATION HUMAN RIGHTS COMMISSION
AND THE CITY OF GALLUP, NEW MEXICO**

SECTION I. PREAMBLE

This Memorandum of Agreement (“**MOA**”) 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 Gallup (“**CITY**”), a municipal corporation and public agency in the State of New Mexico, located in Gallup, New Mexico pursuant to Section 13-1-98 NMSA 1978 to address the historic issue of race discrimination against Navajo citizens, other indigenous peoples and minorities.

The civil, political, social, cultural and economic history between the United States and the Navajo people and other indigenous peoples is significant, complex and tragic. During the colonial and independent periods, long series of ethno-national conflicts were waged with the primary objective of obtaining the indigenous peoples’ agricultural and mineral resources. Through wars, genocide, forced displacement and the imposition of treaties, land was taken and numerous hardships imposed. Although the federal, state and local governments within the United States now toil to protect the rights of all peoples, indigenous peoples as well as other minorities have needlessly suffered from discrimination.

We must never forget the tragedies inflicted against the Navajo people and other indigenous peoples within the United States individually and collectively and ensure their story is acknowledged and told in their words. Together the **COMMISSION** and the **CITY** intend to move forward by acknowledging that racism and other destructive actions were inflicted upon the Navajo and other indigenous peoples and other minorities and this racism continues in America to this day. Those actions and ideas must be eliminated now and forever at every level of government and eventually in the hearts and minds of all peoples.

The **CITY** is noted for its racial diversity and tolerance as reflected by its treatment of its Japanese-American citizens during World War II. The **CITY** was originally founded and populated by immigrants who came from every coal-mining region of the Globe: Croatia, Italy, Mexico, Greece, China, Japan, Germany, Wales, and England to service the transcontinental railroad running through the community. The **CITY** has long occupied a unique relationship with the Navajo Nation and its people, in comparison to other border towns. While that relationship has at times been fraught with tension and animosity, it has usually been characterized by mutual respect and benefit. A recent shining example of the quality and level of cooperation is the successful joint achievement of the Navajo Nation and the **CITY** in turning the dream of the Navajo/Gallup San Juan Water Pipeline into reality. In order to build upon the past and improve the future, this **MOA** is entered into with a spirit of multi-cultural harmony.

SECTION II. INTENT

The **COMMISSION** and the **CITY** enter into this **MOA** voluntarily for purposes of strengthening communication and coordinating services that promote healthy, positive community

relations with all peoples visiting, residing or doing business within and around the City of Gallup, New Mexico. The **COMMISSION** and the **CITY** will assist in setting standards for healthy, positive community relations dealing with cultural diversity, fairness, integrity and respect to all peoples. 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 **MOA** 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 of Gallup 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 **MOA** 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 of Gallup to resolve issues affecting the implementation of this **MOA** and are committed to a project that will result in fair and equitable treatment to all citizens and visitors of the Navajo Nation and the City of Gallup; 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 of Gallup, 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 of Gallup;
8. The **COMMISSION** and the **CITY** shall resolve all disputes and disagreements regarding this **MOA** administratively pursuant to the terms of this agreement; and

9. This **MOA** 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 **MOA** shall be the date of the last signature below and shall remain in effect until otherwise terminated in accordance with the terms of this **MOA**.

SECTION V. DURATION OF 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 **MOA** shall not be amended except by an instrument executed in writing by the signatories below and attached to this **MOA**.

SECTION VII. NOTICE

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

Harry H. Mendoza, *Mayor*
City of Gallup
110 West Aztec Avenue
Post Office Box 1270
Gallup, New Mexico 87305-1270

SECTION VIII. REVOCATION OF AGREEMENT

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

SECTION IX. PAYMENT

This is a no-cost **MOA**. 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 **MOA** 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 **MOA** is fully implemented and to ensure the goals of this **MOA** are achieved.

SECTION XII. SOVEREIGN IMMUNITY

Nothing contained in this **MOA**, either expressly or implied, waives the sovereign immunity of the Navajo Nation or the City of Gallup, New Mexico.

IN WITNESS THEREOF, the **COMMISSION** and the **CITY** have duly executed this **MOA** pursuant to the lawful authority of the Navajo Nation and the City of Gallup, New Mexico.

THE NAVAJO NATION

CITY OF GALLUP

By: _____
Lawrence T. Morgan, *Speaker*
The Navajo Nation Council

By: _____
Harry H. Mendoza, *Mayor*
City of Gallup

Date: _____

Date: _____

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

Date: _____

WITNESS: _____

Date: _____

Grace Sage Musser, Ph.D
Community Relations Service Consolation Specialist
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