

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

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 Sections 920 through 924 and the City of Farmington (“**CITY**”) a municipal corporation and public agency in the State of New Mexico, located in Farmington, New Mexico, on behalf of the Community Relations Commission (“**CRC**”), pursuant to Farmington City Code Sections 2-4-155 through 2-4-166 (CRC Ordinance) to address issues of discrimination against minorities, persons with disabilities and other protected classes.

Referring to the Navajo Nation government as a sovereign nation, Navajo Nation Council Resolution CO-40-06 established the **COMMISSION** in October 2006 after learning about the unfortunate incidents that have occurred in the border towns surrounding the Navajo Nation. The **COMMISSION** is authorized to serve as a clearinghouse entity to administratively address discriminatory actions against citizens of the Navajo Nation, and to interface with the local, state, and federal governments and with national and international human rights organizations.

Referring to the **CITY** as a local government in the State of New Mexico, the Farmington City Council established the **CRC** in 2007 with the authority to receive and review complaints, provide and conduct mediation, provide educational programs and training, sponsor events and act as a liaison between the **CITY** and other professional, business, government and civic organizations.

The civil, political, social, cultural and economic history between the United States, Navajos and other indigenous peoples is significant, complex and tragic. As a result of that history, indigenous peoples as well as other minorities have needlessly suffered from discrimination. While the majority of the people in the **CITY** and on the Navajo Nation do not tolerate racism, we must never forget the tragedies inflicted on Navajos by a minority in the community and ensure that the Navajo people’s stories are acknowledged and told in their words. Racism and discriminatory practices must be eliminated now and forever at every level of government and eventually in the hearts and minds of all peoples.

The **COMMISSION** unanimously passed a resolution on July 2, 2010, approving and adopting the public report entitled “Assessing Race Relations Between Navajos and Non-Navajos: A Review of Border Town Race Relations (“**REPORT**”).” The report states that “[t]he City of Farmington has made positive strides within the past 30 years when it went under the microscope for its unwillingness to react and take action against the racist violence that erupted in the early

70's" and has since "established a progressive positive attitude by first developing responsibility towards the people they served, they set up a mechanism for Navajos to file complaints and mandated investigations, they improved employment opportunities for Navajo citizens in positions of higher management responsibility and they created better access for Navajos who sought treatment at the local hospital. City and Navajo officials also established an alcohol treatment facility in the community. The treatment is largely funded through city tax revenues annually." **REPORT**, p. 67. The report further states that "if true measures are to be taken to advance race relations in other border towns, they need to merely look at Farmington and learn from them."

The **COMMISSION** and **CRC** accept that the Navajo Nation and **CITY** are neighbors and that they rely on each other for many goods and services including the treasures of Navajo culture and the economic benefit that are realized by the collective communities.

The **COMMISSION** and **CRC** acknowledge that the world communities have made it their priorities to ensure that nation/states, local and national governments recognize that every human being has the right to life, liberty and the security of his/her person and that every person has the right to the protection of the law against abusive attacks upon his/her honor, his/her reputation, and his/her private and family life.

SECTION II. INTENT

The Navajo Nation and the **CITY** enter into this **MOA** voluntarily for the purpose 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** or on the Navajo Nation. The Navajo Nation and **CITY** will assist in setting standards for healthy, positive community relations dealing with cultural diversity, fairness, integrity and respect to all peoples. The Navajo Nation and the **CITY** will encourage and promote mutual self-respect between all peoples through a variety of coordinated outreach and educational activities that support the mission of both organizations. Therefore, this **MOA** will provide guidance as the Navajo Nation and the **CITY**, through their **COMMISSION** and the **CRC** respectively, address race relations and issues associated with culturally diverse populations.

SECTION III. GENERAL PROVISIONS

1. It is in the best interest of the Navajo Nation and the **CITY** to authorize the **COMMISSION** and the **CRC** to proceed in a cooperative effort, where there are no financial obligations back to the other, with planning and development of outreach and educational strategies and

activities that address race relations and issues associated with culturally diverse populations; and

2. The **COMMISSION** and **CRC** are governmental entities that serve as liaisons for their respective governments. Therefore, the duties and responsibilities of each party pursuant to this **MOA** shall be consistent with all applicable federal, state, local and Navajo Nation laws, to the extent those laws apply to the parties jurisdictional areas; and
3. It is understood that the Navajo Nation and the **CITY** may from time to time refrain from addressing certain issues that present competing interests. The **COMMISSION** is established to address not only race relations but other human rights issues, inter alia, the right to natural resources and the right to practice cultural beliefs. Both parties recognize that the **CRC** has limited jurisdiction; both parties will continue to advocate for individual rights; and
4. The **COMMISSION** and the **CRC** 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 **MOA** and are committed to a project that will result in fair and equitable treatment to all citizens of, and visitors to, the Navajo Nation and the **CITY**; and
5. The **COMMISSION** and the **CRC** 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 **CRC** will cooperate in developing and providing public/media educational activities, including providing bi-lingual support when appropriate; and
7. The **COMMISSION** and the **CRC** are committed to sharing information regarding complaints and the outcomes of all investigations that impact the Navajo Nation and the **CITY**; and
8. This **MOA** does not create any substantive or procedural right or benefit, civil or criminal, in favor of the parties hereto or any person or entity not a party hereto, nor does it create a duty to respond not otherwise imposed by law. This **MOA** does not require either party to act or participate in any activity for which funds have not been appropriated or are not available.

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 **MOA** shall remain in full force and effect unless and until terminated by either the Navajo Nation 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
(928) 871-7436

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

Robert Mayes, *City Manager*
City of Farmington
800 Municipal Drive
Farmington, New Mexico 87401
(505) 599-1100

SECTION VIII. REVOCATION OF AGREEMENT

The Navajo Nation or the **CITY** may terminate this **MOA** at any time without cause by providing ninety (90) calendar day's 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

The **COMMISSION** and the **CRC** shall be solely responsible for their own costs except for purposes of promoting and conducting activities and events in accordance with this **MOA** and agreed to by the **COMMISSION** and the **CRC** at a duly called joint-meeting.

SECTION X. INDEMNIFICATION

1. To the extent allowed by the laws of the State of New Mexico the **CITY** shall indemnify and hold the members of the **CRC**, 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 **CRC'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 of indemnification shall not be exclusive of other rights to which each such member may be entitled as a matter of law nor do the parties waive any immunities conferred by applicable law; and
2. To the extent allowed by Navajo Nation law the Navajo Nation 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 of indemnification shall not be exclusive of other rights to which each such member may be entitled as a matter of law nor do the parties waive any immunities conferred by applicable law.

SECTION XI. JOINT APPROVAL MEETINGS

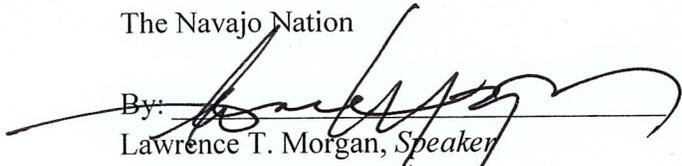
The **COMMISSION** and the **CRC** shall meet regularly at least once a year to review outreach and educational initiatives and activities of the parties to ensure the intent of this **MOA** are fully implemented and to ensure the goals of this **MOA** are achieved.

SECTION XII. SOVEREIGN IMMUNITY

Nothing contained in this **MOA**, either expressed or implied by, waives the sovereign immunity of the Navajo Nation or the **CITY**.

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

The Navajo Nation

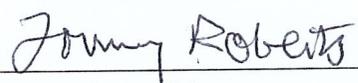
By: 
Lawrence T. Morgan, *Speaker*

Date: 17 Nov 03

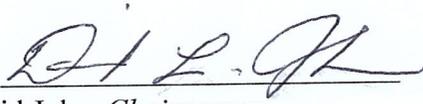
By: 
Duane H. Yazzie, *Chairperson*
Navajo Nation Human Rights Commission

Date: _____

The City of Farmington

By: 
Tommy Roberts, *Mayor*

Date: _____ 03

By: 
David John, *Chairperson*
Community Relations Commission

Date: _____