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 history and beauty, 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 Hózhóógo.

**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: ____________________________  By: ____________________________
   Mr. Johnny Naize, Speaker               Ms. Sara Presler, Mayor
   The 22nd Navajo Nation Council         City of Flagstaff

Date: __MAR 27, '12__  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