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 utmost 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

By: Johnny Naize, Speaker
The 22nd Navajo Nation Council

Date: May 24, 2011

CITY OF CORTEZ

By: Dan Porter, Mayor
City of Cortez

Date: May 24, 2011

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

Date: 24 May 2011