

# THE NAVAJO NATION

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JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



June 22, 2020

## SANDOVAL COUNTY, NM

Public Works Department  
305 South Oliver  
Aztec, NM 87410



ATTENTION:    Davis J. Heil, Chairman, BOC

REFERENCE:    164 Review 014359/Memorandum of Understanding

Dear Mr. Heil:

Attached, please find your copy of the approved Memorandum of Understanding #253. This MOU is with the Navajo Nation Division of Transportation. MOU 253 is hereby approved and signed in good faith based on a mutual understanding between both parties. The term of the MOU commences on April 13, 2020 and will remain in force for four (4) years unless otherwise amended.

The above MOU number (**MOU 253**) must be referenced on all documents and correspondences as it relates to this Memorandum of Understanding.

Should you have any questions, please contact, Mr. Garret Silversmith, Director, at (505) 371.3851.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronalda A. Logg".

Ronalda A. Logg, Senior Accountant  
OOC – Contract Administration

Garret Silversmith, D, DOT  
Contract File: MOU 253

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NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT

POST OFFICE BOX 7440 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-7000 · FAX: (928) 871-4025

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NAVAJO NATION  
AND  
SANDOVAL COUNTY, NEW MEXICO**

**I. PREAMBLE AND GUIDING PRINCIPLES**

This Memorandum of Understanding (MOU) is entered into as of April 13, 2020 by and between the Navajo Nation, Division of Transportation, hereinafter referred to as the "Nation" and Sandoval County, a political subdivision of the State of New Mexico through its Public Works, hereinafter referred to as "Sandoval County."

**WHEREAS**, the Nation has established its Division of Transportation to plan and develop an integrated transportation network of highways, roads, airports, railroads, and pipelines for the delivery of people, commerce, and goods within the Navajo Nation that is safe and in harmony with nature.

**WHEREAS**, Sandoval County through its Department of Public Works improves and maintains a transportation system of public roadways and related structures within the unincorporated areas of the County under the jurisdiction of its Board of Commissioners.

**WHEREAS**, by this MOU and related agreements with the Bureau of Indian Affairs (BIA), the Nation and Sandoval County wish to establish a framework for their cooperation in transportation projects of mutual interest and benefit.

**WHEREAS**, it is the mutual desire of the Nation and Sandoval County to achieve their goals and work in harmony for the common purpose of protecting the public health, safety, and welfare of the people of the Nation and Sandoval County through an improved relationship between these parties.

**WHEREAS**, each party to this MOU respects the Sovereign status of the other and wishes to establish procedures to fully implement the government-to-government relationship with respect to transportation projects of mutual interest and benefit. In recognition of the Sovereign status of the Nation, Sandoval County respects the continued existence of the Nation's government, values, cultures, codes, and laws.

**WHEREAS**, Sandoval County has authority to enter into this MOU and participate in transportation projects of mutual interest and benefit with the Nation pursuant to the laws of the State of New Mexico.

**WHEREAS**, the Nation has authority, as a Sovereign Nation, to enter into this MOU and participate in transportation projects of mutual interest and benefit with Sandoval County pursuant to the laws of the Navajo Nation.

**NOW, THEREFORE**, the parties hereby agree to the following:

**II. PURPOSE AND OBJECTIVES**

A. This MOU is intended to build confidence and trust between the parties in order to improve their relationship and communications.

B. This MOU lays the foundation and framework for developing specific Inter-Governmental Agreement (IGA) and other agreements between the parties to address transportation projects of mutual interest and benefit.

C. The parties mutually agree that this MOU is intended to formalize the government-to-government relationship between them in accordance with applicable law.

D. The parties mutually agree that this MOU is intended to recognize the responsibility of each party to protect the public health, safety, and welfare of all persons within its respective territorial jurisdiction.

E. The parties mutually agree that this MOU is intended to encourage consultation and cooperation with each other on transportation projects of mutual interest and benefit.

F. The parties mutually agree that an objective of this MOU is to identify and seek to remove any impediments and barriers impairing the ability to work directly and effectively with one another.

G. The parties mutually agree that an objective of this MOU is to incorporate the principles of this MOU into each party's short and long-term transportation planning.

### **III. AGREEMENT AND RESPONSIBILITIES**

The Nation and Sandoval County mutually agree to the following:

- A. The primary points of contact for carrying out the purposes and objectives of this MOU shall be the Division Director of the Nation's Division of Transportation and the Director of Sandoval County's Department of Public Works.
- B. The primary contacts as described in paragraph A and selected members of their staffs will meet at least annually to discuss possible transportation projects of mutual interest and benefit and to identify and seek to remove obstacles impairing the achievement of their transportation-related goals, objectives, and tasks.
- C. When a specific transportation project which is appropriate for joint cooperation and participation has been identified, the primary contacts and selected members of their staffs will meet at least quarterly until the project is completed to discuss the progress and set priorities for the next meeting.
- D. Once a specific transportation project which is appropriate for joint cooperation and participation has been identified, the parties will by resolution or otherwise enter into a "project specific" IGA or other agreement for the particular project.
- E. After the project is established, the primary contacts and their staffs will develop an action plan which describes the project and the tasks to be performed by each party, separately or jointly, and the means to be used to fund and complete the project.
- F. The parties agree to work efficiently together in order to enhance each party's participation in the actions of the other party that may affect the interest of both of the parties, including but not limited to on-going transportation activities, short-range and long-range transportation planning and decisions and their implementation.

- G. The parties, while acknowledging that funding limitations may exist for either party at any given time, agree to jointly or individually pursue funding for transportation projects of mutual interest and benefit, especially in circumstances where imminent danger is identified that affects the health, safety, or welfare of their citizens. Nothing in this MOU shall be construed as obligating the other party in the expenditure of funds or for the future payment of money in excess of what is appropriately authorized by joint IGA's and New Mexico, Federal, Local and Tribal Law.
- H. The parties recognize that implementation of this MOU will require education of members, officials, agents, employees, contractors, and subcontractors of both parties. Therefore, the parties agree to develop strategies for carrying out this educational effort.
- I. The parties recognize that a key principle of the working relationship is to address transportation-related issues of mutual concern and to maintain accountability consistent with this MOU. In furtherance of this principle, the Nation's primary contact shall be accountable to the President of the Nation and the Resources and Development Committee of the Navajo Nation Council. Sandoval County's Primary contact shall be accountable to the County Manager and the Board of Commissioners.
- J. As a component of the system of accountability, the parties agree that on an annual basis the primary contacts and their respective staffs will review and evaluate their ability to implement the terms of this MOU and will prepare an annual report summarizing this evaluation for Sandoval's Board of Commissioners and the Nation's President and the Resources and Development Committee of the Navajo Nation Council
- K. The Nation grants the County permission to perform work on the Nation's roads within Sandoval County. The Nation shall be responsible for resolving any right-of-way issues associate with the Nation's roads. The exact nature and extent of the work the County shall perform shall be outlined in subsequent IGA's agreed to by the County and Nation.
- L. The County shall not perform any work upon Nation roads without the Nation contributing funding, either in whole or in part, for the actual the costs of projects performed by the County or its agents. The exact nature and extent of project-cost sharing shall be outlined in subsequent IGA's agreed to by the County and Nation.

#### **IV AGREEMENT TO WORK IN GOOD FAITH**

- A. In good faith, the County Manager, and Director of Public Works and other Sandoval County employees, in their official capacities or through their designees, shall endeavor to implement the terms of this MOU.
- B. In good faith, the President of the Navajo Nation or his designees, including the Division Director of the Division of Transportation, shall endeavor to implement the terms of this MOU.

#### **V RESERVATION OF RIGHTS**

In executing this MOU, neither the Nation nor Sandoval County waives any rights, including but not limited to: treaty rights, immunities, sovereign immunities, and jurisdictional defenses based on their protecting laws. Specifically, nothing in this MOU shall be construed as a waiver of sovereign immunity by the Navajo Nation, its consent to be sued, or its consent to jurisdiction of any federal or state court. Nothing in

this MOU creates, implies, or can be construed to create any right of action by either party against the other, or in any third party.



**VI DISPUTES RESOLUTION**

All disputes and controversies regarding this MOU shall be resolved by the Division Director of the Nation's Division of Transportation and the Director of Sandoval County Department of Public Works. If these officials are unable to resolve the dispute or controversy, the officials identified in Article IV above may participate in the resolution.

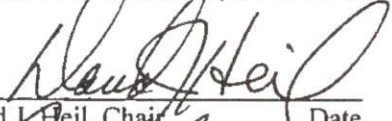
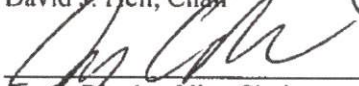
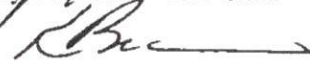
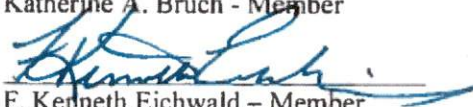
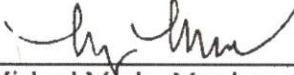
**VII EFFECTIVE DATE, TERMINATION AND AMENDMENT**

This MOU shall become effective when signed by both parties and shall continue in force for four (4) years. Termination may be initiated by either party after thirty (30) days' notice to the other of its intention to terminate. Amendments, including any extension of this MOU, must be approved by both parties in writing.

NAVAJO NATION

 04.13.2020  
Jonathan Nez, President Date  
 4-7-20  
Veronica Blackhat, Date  
Assistant Attorney General  
Department of Justice

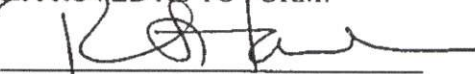
SANDOVAL COUNTY, NEW MEXICO

  
David J. Heil, Chair Date  
  
Jay C. Block - Vice Chair  
  
Katherine A. Bruch - Member  
  
F. Kenneth Eichwald - Member  
  
Michael Meek - Member

ATTEST:

  
Eileen Garbagni, County Clerk

APPROVED AS TO FORM:

  
Robin S. Hammer, County Attorney