

DATE: January 7, 2022

TITLE OF RESOLUTION: AN ACTION RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES, LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING THE MUTUAL AID [INTERGOVERNMENTAL] AGREEMENT BETWEEN THE NAVAJO NATION DEPARTMENT OF PUBLIC SAFETY AND THE STATE OF UTAH, DEPARTMENT OF PUBLIC SAFETY

PURPOSE: This resolution, if approved, will approve the Mutual Aid [Intergovernmental] Mutual Aid Agreement between the Navajo Nation Department of Public Safety and State of Utah's Department of Public Safety.

This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each committee member to review the proposed resolution in detail.

1	Law & Order G	Thence
1	PROPOSED STANDING COMMITTEE RESOLUTION Budget & Finance C	ommittee
2	24th NAVAJO NATION COUNCIL - Fourth Year, 2022	Thence
3	INTRODUCED BY Naabik'íyáti' C	ommittee
4		
5	1 Carlo	
6 7	(Prime Sponsor)	
8	TRACKING NO. <u>0010-22</u>	
9		
10	AN ACTION	
11	RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES, LAW AND	
12	ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES;	
13	APPROVING AND AUTHORIZING THE MUTUAL AID [INTERGOVERNMENTAL]	
14	AGREEMENT BETWEEN THE NAVAJO NATION DEPARTMENT OF PUBLIC	
15	SAFETY AND THE STATE OF UTAH, DEPARTMENT OF PUBLIC SAFETY	
16		
17	BE IT ENACTED:	
18		
19	SECTION ONE. AUTHORITY	
20	A. Intergovernmental Agreements must be reviewed and approved by resolutions by the	
21	appropriate standing committee (s) and the Navajo Nation Council except as otherwise	
22	provided herein. 2 N.N.C. § 164 (A).	
23	B. The Navajo Nation established the Health, Education and Human Services Committee as	
24	a standing committee of the Navajo Nation Council with the enumerated power to review	
25	and recommend legislation relating to health, human services and general governmental	
26	services. 2 N.N.C. §§ 400(C)(1) and 401(B)(6)(a).	
27	C. The Navajo Nation established the Law and Order Committee as a Navajo Nation Council	
28	standing committee empowered to provide oversight over law enforcement and with the	
29	enumerated power to support effective cooperation and coordination between Navajo	
30	Nation law enforcement agencies and that of various states and federal government law	

enforcement agencies. 2 N.N.C. § 600 (C). The Law and Order Committee was also delegated the enumerated power to grant approval for agreements negotiated by justice systems entities, administrative legal tribunals and public safety programs with other federal, state, international, tribal, regional, and local governmental agencies, subject to Naabik'íyáti' Committee approval when required by law. 2 N.N.C. §§ 601 (B)(1)(A).

- D. The Navajo Nation established the Budget and Finance Committee as a standing committee of the Navajo Nation Council empowered with oversight authority over budget, finances, insurance, and other matters. 2 N.N.C. § 300 (C). The Budget and Finance Committee was also delegated the enumerated power to authorize, review, approve and accept agreements, including contracts and grants, between the Navajo Nation and any federal, state, or regional authority upon the recommendation of the standing committee which has oversight of the division, department or program which has applied for the agreement. 2 N.N.C. § 301 (B)(15).
- E. The Navajo Nation established the Naabik'íyáti' Committee as a standing committee of the Navajo Nation Council empowered to coordinate all federal, county and state programs with other standing committees and branches of the Navajo Nation government to provide the most efficient delivery of services to the Navajo Nation and to review and continually monitor the programs and activities of federal and state departments and to assist development of such programs designed to serve the Navajo People and the Navajo Nation through intergovernmental relationships between the Navajo Nation and such departments. 2 N.N.C. §§ 701(A)(4) and (8).

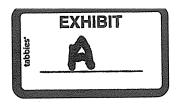
SECTION TWO. FINDINGS

- A. The Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety ("Agreement"), attached as Exhibit A, is entered into pursuant to Navajo Nation and State of Utah laws and is predicated on a government to government relationship between the Navajo Nation and State of Utah.
- B. The intent and purpose of the Agreement is to provide cooperative law enforcement operations and voluntary mutual aid in the event of disasters or emergencies within each

- party's jurisdiction. Exhibit A.
- C. The Agreement has been reviewed by the Navajo Nation Department of Justice and determined to be legally sufficient. **Exhibit B**.
- D. The Navajo Nation finds it to be in the best interest of the Navajo People and the health, safety and welfare of its Utah citizens to enter into the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety. **Exhibit A**.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety, attached as **Exhibit A**.
- B. The Navajo Nation hereby authorizes the President of the Navajo Nation, Director of the Navajo Nation Department of Public Safety, and Navajo Nation Attorney General to execute and effectuate the Mutual Aid [Intergovernmental] Agreement between the Navajo Nation, its Department of Public Safety and the State of Utah and its Department of Public Safety, attached as **Exhibit A**.



MUTUAL AID AGREEMENT

BETWEEN

THE NAVAJO NATION, DEPARTMENT OF PUBLIC SAFETY AND THE STATE OF UTAH, DEPARTMENT OF PUBLIC SAFETY

I. Parties

This law enforcement Agreement ("Agreement") is entered into by and between the Navajo Nation, Division of Public Safety ("the Nation") and the State of Utah, Department of Public Safety ("the State"), collectively "the Parties".

II. Purpose

The Parties intend to provide for cooperative law enforcement operations and voluntary mutual aid in the event of disasters or emergencies within each party's jurisdiction pursuant to the terms of this Agreement. This Agreement is based on mutual respect for and recognition of the inherent sovereignty of the Navajo Nation and the State of Utah and the laws enacted by each sovereign.

III. Authorities

The Nation is duly authorized to enter into this Agreement pursuant to 17 N.N.C. § 102 and 2 N.N.C. § 1353, as amended. The State is authorized to enter into this Agreement pursuant to Utah Code § 11-13-101, et seq.

IV. Creation of Third-Party Rights or Benefits; Use of Agreement as Evidence

The Parties agree this Agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond that is not otherwise imposed by applicable law. Neither Party may use this Agreement as evidence in any court proceeding unless the entire Agreement is offered into evidence.

V. Territorial Application

This Agreement applies within the Utah portion of the Navajo Nation. This agreement does not affect the authority of either party to engage in fresh pursuit as allowed by law, regardless of whether such pursuit is made pursuant to this Agreement.

VI. Scope of Powers

- A. The Nation hereby delegates to the State those powers necessary to enforce the criminal and traffic laws of the Navajo Nation exclusively when either (1) the Nation's Chief of Police requests the State's aid; or (2) the State encounters a disaster or emergency within the Nation's jurisdiction that requires immediate aid. The State agrees to notify the Nation immediately when providing unrequested aid.
- B. The State hereby delegates to the Nation those powers necessary to enforce the criminal and traffic laws of the State of Utah exclusively when either (1) the State's Chief Law Enforcement Officer, the Commissioner of the Department of Public Safety (DPS), requests the Nation's aid; or (2) the Nation encounters a disaster or emergency within the State's jurisdiction that requires immediate aid. The Nation agrees to notify the State immediately when providing unrequested aid.
- C. The Parties agree that either party may withdraw its aid, whether requested or voluntary, at its own discretion. Nothing in this Agreement shall be construed as limiting or extending the lawful jurisdiction of either party except as expressly provided herein.

VII. Supervision and Control

The Nation's officers and employees shall remain under the supervision and control of the Nation at all times but shall take direction from the ranking State officer when operating within the State 's jurisdiction.

State officers and employees shall remain under the supervision and control of the State but shall take direction from the ranking Nation officer when operating within the Nation's jurisdiction.

The requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives and/or property within the territorial boundaries of party's jurisdiction. When an assisting officer takes a person or property into custody while in the requesting party's jurisdiction, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party's jurisdiction.

VIII. Reports, Subpoenas, and Court Appearance

- A. After an occurrence wherein mutual assistance was required and given, all participating Parties shall exchange all reports arising out of the occurrence; provided, however, that nothing in this Section shall purport to waive, limit, or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.
- B. Employees of the assisting party who are subpoenaed to court or other

administrative hearing or board as a direct or indirect result of assisting the requesting party, shall honor all subpoenas by the requesting party. Transportation, meals or lodging costs associated with court or administrative hearing or board shall be paid by requesting party.

IX. Compensation, Benefits, and Indemnity

Both Parties agree that, under all circumstances, each party shall remain exclusively liable for its own officers' salaries, workers' compensation, and civil liabilities arising within the scope of employment.

X. Dispute Resolution

In the event of a dispute related to this Agreement, the Parties agree to informally resolve the dispute in good faith. In the event the Parties are unable to resolve the dispute, either Party, or both, may notify the other in writing of its intent to terminate the Agreement.

XI. Duration, Amendment, and Termination

This Agreement takes effect on the date that the last party executes it and shall remain in effect for four (4) years, unless otherwise amended or terminated. The Parties may, through mutual written consent, amend this Agreement, but such amendments must be adopted with all the formalities necessary to enact this Agreement in the first instance. Either of the Parties may terminate this Agreement with a minimum of thirty (30) days' written notice to the other party.

XII. Sovereign Immunity

DPS is a governmental entity as defined by the Utah Governmental Immunity Act at Title 63G Chapter 7 of the Utah Code. The Nation is a sovereign nation, which is immune from suit pursuant to 1 N.N.C. §553. All privileges and immunities from liability enjoyed by the Parties shall apply to the same degree and extent when acting in pursuance of this Agreement. Nothing in this Agreement, or in any future amendments, shall be construed as a waiver by the State or the Nation of any rights, limits, protections, or defenses provided by any governmental immunity statutes including the foregoing or the sovereign immunity of the Navajo Nation.

Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to the various governmental immunity laws, each party will defend any lawsuit brought against it and there is no indemnity between the parties. In addition, the Parties shall not be considered employees of the other Party, and this Agreement shall not be construed to create an interlocal partnership, joint venture, relationship of employer-employee or principal and agent, or to create any liability for one Party with respect to any liabilities or obligations of the other Party.

XIII. Miscellaneous

Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this Agreement as to them appear necessary.

XIV. Notice

Official notices under this Agreement shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such other address as a Party may hereafter specify in writing):

NATION: Chief of Police

Navajo Police Department

P.O. Box 3360

Window Rock, AZ 86515-3360

STATE: Superintendent, Utah Highway Patrol

Department of Public Safety

P.O. Box 141775

Salt Lake City, Utah 84114-1175

XV. Savings Clause

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.

XVI. Entire Agreement

This Agreement, including any exhibits or other attachments, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective consents and the Parties hereto have executed this Agreement by and through their respective offices duly authorized.

THE NAVAJO NATION	STATE OF UTAH
BY:	BY:
Jonathan Nez	Spencer T. Cox
President	Governor
Navajo Nation	State of Utah
DATE:	DATE:
BY:	BX:
Jesse Delmar	Jess L. Anderson
Executive Director	Commissioner
Navajo Nation Division of Public	Utah Department of Public Safety
Safety	
DATE:	DATE:
APPROVED AS TO FORM	APPROVED AS TO FORM
BY:	BY:
Attorney General for the Navajo Nation	Assistant Attorney General for the Utah Department of Public Safety
마르크 (1985년) 1일 전 1일	
DATE:	DATE:

Document No.	016244	Date Issued:	04/14/2021
	SECTION	164 REVIEW FORM	EXHIBIT
Title of Document:	AGREEMENT - NDPS & THE ST UTAH	ATE OF Contact Name: NOC	tabbles.
Program/Division:	DIVISION OF PUBLIC SAFETY		
Email:	dtnoon@navajo-nsn.gov	Phone Number:	928-871-7531
Division Director	Approval for 1648 W	idle	
Check document	category; only submit to category	reviewers. Each reviewer has a maxi	mum 7 working days,
except Business Re Sufficient or insuffic	egulatory Department which has 2 di lent. If deemed insufficient, a memo	ays, to review and determine whether the randum explaining the insufficiency of the	e document(s) are
<u>Section</u>	164(A) Final approval rests wi	th Legislative Standing Committee	(s) or Council
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document ex	Resolutions, Budget Reallocation pends or receives funds)	s or amendments: (OMB and Contro	ler sign ONLY if
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3. OOC:		Date:	
4. OAG:		Date:	_



RESUBMITTAL April 2001

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT
REVIEW
REQUEST
FORM



DOJ
4/28/21 1/15a
DATE/TIME
☐ 7 Day Deadline
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DATE OF REQUEST:	4/28/2021	DIVISION:	Of Public Safety
CONTACT NAME:	Daryl Noon, Deputy COP	DEPARTMENT:	NPD
PHONE NUMBER:	871-6363	E-MAIL:	dtnoon@navajo-nsn.gov
TITLE OF DOCUMENT	: RESUB: Agreement - NDPS a	and the State of Utah	
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RESUBMITTAL April 2021

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ

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DATE / TIME

7 Day Deadline

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM, VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. **

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DATE OF REQUEST:	4/20/2021	DIVISION:	Of Public Safety
CONTACT NAME:	Daryl Noon, Deputy COP	DEPARTMENT:	NPD
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MEMORANDUM

TO: Honorable Otto Tso

24th Navajo Nation Council

FROM:

Dana L. Bobroff, Chief Legislative Counsel

Office of Legislative Counsel

DATE: January 07, 2022

SUBJECT: AN ACTION RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES, LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING THE MUTUAL AID [INTERGOVERNMENTAL] AGREEMENT BETWEEN THE NAVAJO NATION DEPARTMENT OF PUBLIC SAFETY AND THE STATE OF UTAH, DEPARTMENT OF PUBLIC SAFETY

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION LEGISLATIVE BRANCH INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0010-22_ SPONSOR: Otto Tso

TITLE: An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'íyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Department of Public Safety and the State of Utah, Department of Public Safety

Date posted: January 14, 2022 at 1:09PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 et. seq.

THE NAVAJO NATION LEGISLATIVE BRANCH INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: <u>0010-22</u>

SPONSOR: Honorable Otto Tso

TITLE: An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'íyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Department of Public Safety and the State of Utah, Department of Public Safety

Posted: <u>January 14, 2022 at 1:09 PM</u>

5 DAY Comment Period Ended: January 19, 2022

Digital Comments received:

Comments Supporting	None
Comments Opposing	None
Comments/Recommendations	None

Legislative Tracking Secretary
Office of Legislative Services

Date/Time

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE 24TH NAVAJO NATION COUNCIL

FOURTH YEAR 2022

COMMITTEE REPORT

Mr. Speaker,

The **HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE** to whom has been assigned:

Legislation #0010-22: An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'íyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Department of Public Safety and the State of Utah, Department of Public Safety

Has had it under consideration and reports the same with the recommendation that it DO PASS with no amendment.

And thence is referred to the Law and Order Committee.

Respectfully submitted,

Daniel E. Tso, Chairman

Health, Education and Human Services Committee

24th Navajo Nation Council

Date: January 20, 2022

Main Motion:

Motion: Honorable Edison J. Wauneka

Second: Honorable Paul Begay, Jr.

Vote: 5-0-0

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE Regular Meeting January 20, 2022

Legislation #0010-22: An Action Relating to the Health, Education and Human Services, Law and Order, Budget and Finance, and Naabik'íyáti' Committees; Approving and Authorizing the Mutual Aid [Intergovernmental] Agreement Between the Navajo Nation Department of Public Safety and the State of Utah, Department of Public Safety

VOTE TALLY SHEET:

Main Motion:

Motion: Honorab

Honorable Edison J. Wauneka

Second:

Honorable Paul Begay, Jr.

Yea:

Paul Begay, Jr.; Carl R. Slater; Charlaine Tso; Pernell Halona; Edison J.

Wauneka

Nay:

Not Voting:

Daniel E. Tso (Presiding Chairman)

Excused: Absent:

Vote:

5-0-0

Daniel E. Tso. Chairman

Health, Education and Human Services Committee

24th Navajo Nation Council

Angelita Benally, Legislative Advisor

Health, Education and Human Services Committee

Office of Legislative Services