

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NAVAJO NATION,  
DIVISION OF TRANSPORTATION,  
AND  
NAVAJO COUNTY, ARIZONA  
DEPARTMENT OF PUBLIC WORKS**

**I. PREAMBLE AND GUIDING PRINCIPLES**

This Memorandum Of Understanding (MOU) is entered into as of December 29, 2016 by and between the Navajo Nation, through its Division of Transportation, hereinafter referred to as the "Nation", and Navajo County, a political subdivision of the State of Arizona, through its Department of Public Works, hereinafter referred to as "Navajo 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**, Navajo 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 Supervisors.

**WHEREAS**, by this MOU and related agreements with the Bureau of Indian Affairs (BIA), the Nation and Navajo 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 Navajo 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 Navajo County through an improved relationship between the 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, Navajo County respects the continued existence of the Nation's government, values, cultures, codes, and laws.

**WHEREAS**, Navajo 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 Arizona, specifically A.R.S §11-952.

**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 Navajo County.

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

## **II. PURPOSES AND OBJECTIVES**

- A. This MOU is intended to build confidence and trust between the parties in order to improve communications.
- B. The MOU lays the foundation and framework for developing specific Intergovernmental Agreements (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 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 one another 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 the MOU into each party's short and long-term transportation planning.

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

The Nation and Navajo 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 Director of the Nation's Division of Transportation and the Director of Navajo 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 interests 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 either party in the expenditure of funds or for the future payment of money in excess of appropriations authorized by IGA and 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. Navajo County's primary contact shall be accountable to the County Manager and the Board of Supervisors.
- 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 Navajo County's Board of Supervisors and the Nation's President and the Resources and Development Committee of the Navajo Nation Council.

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

- A. In good faith, the County Manager, Director of Public Works and other Navajo 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 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 Navajo County waives any rights, including but not limited to; treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their protecting laws. Specifically, nothing in this MOU shall be construed as a waiver of sovereign immunity by the Navajo Nation, consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this MOU creates, implies, nor should be construed to create any right of action by either party against the other, or in any third party.

**VI. DISPUTE RESOLUTION**

All disputes and controversies regarding this MOU shall be resolved by the Director of the Nation's Division of Transportation and the Director of Navajo County's 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.

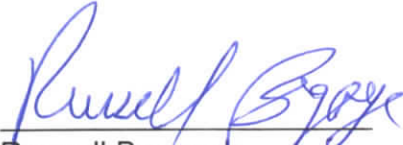
**VII. EFFECTIVE DATE, TERMINATION AND AMENDMENT**


This MOU shall become effective when signed by both parties and shall continue in force for five (5) 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 for this MOU, must be approved by both parties in writing.

**WHEREFORE**, the duly authorized officials of the parties have executed this Memorandum of Understanding on the dates affixed by their signatures with the effective date as stated above.

NAVAJO NATION

NAVAJO COUNTY

  
\_\_\_\_\_  
Russell Begaye  
President

  
\_\_\_\_\_  
Jason Whiting  
Chairman/Board of Supervisors

12-29-16  
Date

12/13/16  
Date