

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAVAJO NATION HUMAN RIGHTS COMMISSION
AND THE INDIAN WORKING GROUP OF THE
CIVIL RIGHTS DIVISION
OF THE UNITED STATES DEPARTMENT OF JUSTICE**

SECTION I. PREAMBLE

This Memorandum of Understanding (“MOU”) is by and between the Navajo Nation Human Rights Commission (“Commission”), and the Indian Working Group (“IWG”) of the Civil Rights Division of the United States Department of Justice.

The Commission was established as an entity of the Navajo Nation government under the Legislative Branch of the Navajo Nation government, codified at Title 2 N.N.C. § 920 *et seq.* The Commission is organized to operate as a clearinghouse entity to administratively address discriminatory actions against citizens of the Navajo Nation. The Commission not only addresses racism issues, but Navajo human rights issues, such as those contained in the United Nations Declaration on the Rights of Indigenous Peoples, which complements Navajo Fundamental Law. The Commission works to ensure that Navajo citizens are free from discrimination and are free to enjoy the human rights and fundamental freedoms due them as citizens of the Navajo Nation. The Commission is authorized to receive reports of discriminatory and racially motivated acts perpetrated against citizens of the Navajo Nation and compile data to track occurrences of these events and refer documented incidents to the proper authorities, subject to applicable laws.

The mission and purpose of the IWG is to assist the Civil Rights Division in meeting the Division’s law enforcement duties and responsibilities to Indian Country and the Native American people. To achieve this purpose the IWG works to, among other things, identify issues that affect Native Americans that fall within the purview of the Civil Rights Division and to refer, coordinate, support and monitor enforcement and outreach activities involving Native Americans among the various Sections of the Civil Rights Division. The IWG is the Civil Rights Division’s institutionalization of its commitment to enhance and improve relations and enforcement efforts in Indian Country.

The Navajo people live within the six sacred mountains since time immemorial located in the southwestern United States and have dual citizenship as both a Navajo citizen and United States citizen. The civil, cultural, economic and political history of disparate treatment of the Navajo people in the United States and the neighboring border towns requires a dedicated communication commitment from the Commission and the IWG to ensure enforcement of the law. Furthermore, any Navajo person who is a victim of violations of the United States civil rights laws will require a response from the Commission and the IWG.

The effectiveness of both the Commission and the IWG is contingent upon a clear and established process of information sharing. Together, the Commission and IWG support the design and implementation of an information sharing mechanism that will improve and streamline information pertinent to the work associated with both parties. Therefore, the Commission and the IWG enter into this MOU voluntarily and with a clear understanding of each party's mission, duties and responsibilities.

SECTION II. INTENT

The purpose of this MOU is to establish and strengthen ties between the Commission and IWG in order to promote and encourage the effective enforcement of the United States' federal civil rights laws regarding citizens of the Navajo Nation. The Commission and IWG understand that establishing formal lines and methods of communication that are readily accessible and understandable to citizens of the Navajo Nation and the IWG will promote the missions of both the Commission and IWG. This MOU will provide guidance as the Commission and IWG cooperatively share information about civil rights issues for citizens of the Navajo Nation.

SECTION III. GENERAL PROVISIONS

1. It is in the interest of the Commission and IWG to proceed in a cooperative effort with the sharing of information to support the enforcement of federal civil rights laws on behalf of the citizens of the Navajo Nation;
2. The Commission is a governmental entity that serves as a liaison for the Navajo Nation. The IWG assists the Civil Rights Division's enforcement of civil rights laws affecting Native Americans. The duties and responsibilities of the Commission and IWG shall be consistent with applicable law(s) and the United States Department of Justice's policy.
3. The Commission and IWG are committed to enhancing the sharing of information between the Navajo Nation and the IWG that will assist the parties in the implementation of federal civil rights laws for citizens of the Navajo Nation. However, this sharing of information may be limited by either party at their discretion;
4. This MOU establishes a framework for coordination and communication between the Commission and the IWG. It:
 - i. establishes the goals and other desired outcomes of this MOU;
 - ii. prioritizes outcomes that are aligned with the purposes of the Commission and the IWG; and
 - iii. provides guidelines for resource and information sharing.
5. Accordingly, the IWG will ensure that the Commission has current contact information of the IWG; including telephone numbers and/or e-mail addresses of the IWG co-chairs, the e-

mail address to the IWG in-box, indianrights.workinggroup@usdoj.gov; relevant web-site addresses for the Civil Rights Division Sections and Points of Contact within the Sections, the IWG brochure that describes the laws enforced by each Section, and other relevant information. The Commission will ensure that the IWG has current contact information of the Commission, including telephone numbers and/or e-mail addresses of the Commissioners, Executive Director and the staff, the mailing and physical address of the office and the official website for the organization;

6. The Commission and IWG will also conduct regularly-scheduled conference calls to further assist in the on-going sharing of relevant information between the Commission and IWG;
7. The IWG agrees that, whenever practicable and feasible, members of the IWG and other representatives of the Division will meet in-person with the Commission staff;
8. The Commission agrees to share non-confidential information related to potential federal civil rights issues affecting Navajos and to provide specific facts, contact information of witnesses, and to provide support to the IWG in contacts with witnesses, at the Commission's discretion;
9. The IWG agrees to review all relevant information submitted by the Commission that affects the citizens of the Nation and raises potential claims under federal civil rights laws.
10. The Commission and IWG commit to continually explore additional methods of communication and information sharing that will assist the Commission and the IWG to further the purposes of this MOU.
11. Both the Commission and IWG agree that training and public education is essential to understanding the needs, limitations and expectations of each organization's capabilities. Moreover, cultural and language barriers must be understood and respected to effectively address issues that arise. Both the Commission and IWG agree training and public education is an effective measure towards resolving conflicts without litigation. Training and public education are critical components that both organizations will actively advocate for.

SECTION IV. EFFECTIVE DATE

The effective date of this MOU shall be the date of the last signature below and shall remain in effect until otherwise terminated in accordance with the terms of this MOU.

SECTION V. DURATION OF MOU

This MOU shall remain in full force and effect until and unless terminated by either party.

SECTION VI. AMENDMENTS

This MOU may be amended at any time upon mutual, written agreement between the parties.

SECTION VII. REVOCATION OF MOU

The Commission or IWG may terminate this MOU at any time and without cause by providing thirty (30) calendar day's written notice to the other party.

SECTION VIII. PAYMENT

There are no payments to be made or costs associated with this MOU. The Commission and IWG shall be responsible for their own costs for any activity associated with this MOU.

SECTION IX. INDEMNIFICATION


Both parties shall hold the other harmless for the effects and consequences of any acts, omissions, and conduct of the Commission and IWG members that arise out of any activity taken pursuant to this MOU.

THE NAVAJO NATION

UNITED STATES DEPARTMENT OF JUSTICE

By: 

Johnny Naize, *Speaker*
The 22nd Navajo Nation Council

By: 


Eve Hill, *Deputy Assistant Attorney General*
U.S. Department of Justice Civil Rights Division – Indian Working Group

Date: 07/12/13

Date: 7/12/13

By: 

Steven A. Darden, *Chairperson*
Navajo Nation Human Rights Commission

By: 

Susana Lorenzo-Giguere, *Chairperson*
U.S. Department of Justice Civil Rights Division – Indian Working Group

Date: 07/12/13

Date: 7/12/13

By:



Verlin Deerinwater, Chairperson
U.S. Department of Justice Civil
Rights Division – Indian Working
Group

Date:

7/12/13