

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAVAJO NATION ON BEHALF OF
THE NAVAJO NATION HUMAN RIGHTS COMMISSION
AND THE CITY OF BLOOMFIELD, NEW MEXICO**

SECTION I. PREAMBLE

This Memorandum of Understanding (“**UNDERSTANDING**”) is by and between the Navajo Nation (“**NATION**”), on behalf of the Navajo Nation Human Rights Commission (“**COMMISSION**”), pursuant to 2 N.N.C. § 922 and the City of Bloomfield, New Mexico (“**CITY**”), a municipal body in the State of New Mexico, located in Bloomfield, New Mexico, pursuant to Section 3-18-1 (B) NMSA 1978 to enter into contracts. This **UNDERSTANDING** will serve as a foundation to achieve a better race relation between the citizens of the **CITY** and **NATION**.

The **CITY** and **COMMISSION** understand that in order to achieve better race relations, both parties recognize that racism and discrimination occur by Navajos and non-Navajos, and is a sensitive matter. The civil, political, cultural and economic history between the United States of America (“United States”) and Navajos is significant and complex. The **COMMISSION** is strongly committed to the fact that Navajos carry dual citizenship and are citizens of the **NATION** and the United States. Navajos and non-Navajos may become involved in a situation where there is a conflict of laws, policies and regulations between the **NATION** and local, state or federal government(s).

The **CITY** is strongly committed to the philosophy that all peoples – men, women and children – are created equal and have certain inherent, inalienable rights. Among these are the right to life, liberty and the pursuit of happiness expressed in the United States Declaration of Independence, as well as security and the safety of self. The United States Constitution identifies these rights explicitly and is the cornerstone of the **CITY**’s relationship with its customers, employees and the general public.

However, we must never forget the tragedies inflicted on Navajos and ensure that the Navajo people’s stories are acknowledged and told in their individual and collective words. Navajo history includes the implementation of the Termination Era of indigenous peoples from the mid-1940s through the mid-1960s through United States House Concurrent Resolution 108 of 1953 and Public Law 83-280 of 1953; the Dawes General Allotment Act of 1887 and the Navajo-Hopi Land Settlement Act of 1974; and the Long Walk to Bosque Redondo in 1864 which was the forced removal and relocation of Navajos.

The **CITY** and **COMMISSION** also agree this **UNDERSTANDING** does not place blame concerning this racism and discrimination. However, the **CITY** realizes history intrudes on the present relationship between Navajos and non-Navajos; that in the past century and a half promises were not upheld at the federal and state level to the Navajo people.

The **CITY** is young and has been incorporated into the State of New Mexico for sixty years and acknowledges that it and the **NATION** are neighbors, not adversaries. The **CITY** and

NATION rely on each other for many goods and services, and the economic benefits as a collective community. It is with this spirit of mutuality that the **CITY** and **NATION** commit to fairness, openness, respect and a community free of discrimination.

Together the **CITY**, **NATION** and **COMMISSION** intend to move forward by acknowledging that racism and other destructive actions have existed and continue to exist in the 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, this **UNDERSTANDING** is entered into voluntarily and with a spirit of multicultural harmony.

SECTION II. INTENT

The **CITY** and **COMMISSION** enter into this **UNDERSTANDING** 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 **CITY** and **COMMISSION** 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 **UNDERSTANDING** will provide guidance as the **CITY** and **COMMISSION** collectively address race relations.

SECTION III. GENERAL PROVISIONS

1. It is in the best interests of the **CITY** and **NATION** to authorize the **CITY** and **COMMISSION** 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 **NATION**. The duties and responsibilities of each party pursuant to this **UNDERSTANDING** shall be consistent with federal, state, **CITY** and the **NATION** laws. International documents, such as covenants, declarations and treaties, will be referenced to advance the human rights of the **NATION**; and
3. It is understood that the **CITY** and **COMMISSION** may from time to time refrain from addressing issues that are outside the scope of this **UNDERSTANDING**. 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 **CITY** and **COMMISSION** are committed to working together harmoniously in the best interests of the **CITY** and **NATION** to resolve issues affecting the implementation of this **UNDERSTANDING**; and
5. The **CITY** and **COMMISSION** 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 **CITY** and **COMMISSION** will establish joint procedures for developing and providing public/media educational activities, including providing bilingual support when appropriate; and
7. The **CITY** and **COMMISSION** are committed to work together to resolve complaints that impact the **CITY** and **NATION**, 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 **CITY** and **NATION**; and
8. The **CITY** and **COMMISSION** shall resolve all disputes and disagreements regarding this **UNDERSTANDING** administratively pursuant to the terms of this **UNDERSTANDING**; and
9. This **UNDERSTANDING** does not create any substantive or procedural rights or benefits, 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 **UNDERSTANDING** shall be the date of the last signature below and shall remain in effect until otherwise terminated in accordance with the terms of this **UNDERSTANDING**.

SECTION V. DURATION OF THE UNDERSTANDING

This **UNDERSTANDING** shall remain in full force and effect until and unless terminated by either the **CITY** or **COMMISSION** as provided in this **UNDERSTANDING**.

SECTION VI. AMENDMENTS

This **UNDERSTANDING** shall not be amended except by an instrument executed in writing by the signatories below and attached to this **UNDERSTANDING**.

SECTION VII. NOTICE

Any notice required or permitted to be given under this **UNDERSTANDING** 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:

Scott Eckstein, *Mayor*
City of Bloomfield
915 North First Street
Post Office Box 1839
Bloomfield, New Mexico 87413

SECTION VIII. REVOCATION OF THE UNDERSTANDING

The **CITY** or **COMMISSION** may terminate this **UNDERSTANDING** at any time and without cause by providing ninety (90) days written notice by registered or certified mail return receipt requested. The termination of this **UNDERSTANDING** shall be effective ninety (90) days after notice is officially received.

SECTION IX. PAYMENT

This is a no cost **UNDERSTANDING**. The **CITY** and **COMMISSION** shall be solely responsible for their own costs unless for purposes of promoting and conducting activities and events in accordance with this **UNDERSTANDING** and agreed to by the **CITY** and **COMMISSION** 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 **CITY** or **COMMISSION** shall meet regularly once a year to review joint initiatives and activities of the parties to ensure the intent of this **UNDERSTANDING** is fully implemented and to ensure the goals of this **UNDERSTANDING** are achieved.

SECTION XII. SOVEREIGN IMMUNITY

Nothing contained in this **UNDERSTANDING**, either expressly or implied, waives the sovereign immunity of the **CITY** or the **NATION**.

IN WITNESS THEREOF, the **CITY** and the **COMMISSION** have duly executed this **UNDERSTANDING** pursuant to the lawful authority of the **CITY** and **NATION**.

THE NAVAJO NATION

CITY OF BLOOMFIELD

By: _____

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

By: _____

Scott Eckstein, *Mayor*
City of Bloomfield

Date: _____

Date: _____

By: _____

Duane H. Yazzie, *Chairperson*
Navajo Nation Human Rights Commission

Date: _____