

RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL

20TH NAVAJO NATION COUNCIL - Fourth Year 2006

AN ACTION

RELATING TO PUBLIC SAFETY, AND INTERGOVERNMENTAL RELATIONS;
APPROVING THE MUTUAL AID AGREEMENT BETWEEN THE NAVAJO NATION AND
SAN JUAN COUNTY, NEW MEXICO

BE IT ENACTED:

1. The Navajo Nation hereby approves the mutual aid agreement, attached hereto as Exhibit A, between the Navajo Nation and San Juan County, New Mexico for purposes of coordinating fire and other emergency services.
2. The Navajo Nation hereby authorizes the President of the Navajo Nation, or his designee, to sign the mutual aid agreement.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Intergovernmental Relations Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 8 in favor and 0 opposed, this 20th day of , 2006.



Lawrence T. Morgan, Chairperson
Intergovernmental Relations Committee

Motion: Bennie Shelly
Second: LoRenzo Bates

MUTUAL AID AGREEMENT

The **NAVAJO NATION** (hereinafter “**NATION**”), for and on behalf of the Department of Fire & Rescue Services, and the **SAN JUAN COUNTY FIRE DEPARTMENT** (hereinafter “**SJC****FD**”), a department under San Juan County, a political subdivision of the State of New Mexico, located within San Juan County, hereby enters into this Mutual Aid Agreement for the purpose of coordinating and cooperating in combating fire and handling other emergencies in an orderly, efficient and effective manner, whenever such fire or other emergency occurs, within the jurisdiction of the respective parties.

WHEREAS, It is in the best interest of the enumerated parties that their respective fire departments coordinate and cooperate whenever responding to and handling fire, rescue and other emergencies which may occur within their respective communities and service areas.

WHEREAS, the Navajo Nation Department of Fire & Rescue Services is an Executive Branch program within the Navajo Nation Government, designated and authorized to provide fire protection and rescue service to the Navajo Nation.

WHEREAS, the SJC**FD** is a department under San Juan County, designated and authorized to provide emergency services to San Juan County and its unincorporated communities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein expressed, the parties hereto agree as follows.

1. That the parties to this Agreement will, in time of emergency or necessity, furnish aid to each other in the nature of fire apparatus, equipment, and personnel needed to assist said emergency or necessity in a timely manner consistent with the provisions of this Agreement.

2. That the parties to this Agreement are not obligated to provide the aid requested by a party under this Agreement if by so doing a party would be endangering the fire service protection of their own jurisdiction under the circumstances then existing. Further, that each party is to be the sole and separate judge as to when circumstances preclude it from rendering aid to another party under this Agreement.

3. That any party rendering aid to another party under this Agreement may withdraw its assistance when it determines that it must return to provide fire protection or other emergency services within its own jurisdiction. Any party withdrawing its assistance will provide reasonable notice of its withdrawal to the program director or other person in charge of the party requesting aid.

4. No party withdrawing assistance under this paragraph will be liable to the party requesting aid or any other person, firm, corporation or other legal entity for any claim or judgment for damages due to personal injury, death, or property damage allegedly arising out of the withdrawal of assistance.

5. Whenever the parties to this Agreement are operating jointly pursuant to a request for aid under this Agreement, the authorized official of the party requesting aid shall be in charge of the combined department or agencies, consistent with paragraph 2 above.

6. That staff, employees, or agents of the parties, when acting under the direction of an authorized official of the party requesting aid, shall be deemed to be acting within the scope of their employment within their own respective departments or agencies and not as employees of the party requesting aid.

7. It is mutually agreed by the parties hereto that all claims or judgments for property damage, personal injury or death arising from the performance of any activities

under the terms of this Agreement by any party to this Agreement against any other party to this Agreement are hereby expressly waived.

8. This Agreement may be terminated at any time by any party; provided, however that such termination shall not be effective until thirty (30) days after the terminating party gives notice of its intention to terminate and such notice is received by the other party. Until such termination is effective, the terms, provisions and conditions of this Agreement shall remain in full force and effect.

9. This Agreement neither contemplates nor requires any additional financing on the part of any of the parties hereto.

10. This Agreement shall be in effect for a period of two (2) years and may be renewed for a similar period every two (2) years thereafter by mutual consent of the parties hereto, unless otherwise terminated pursuant to this Agreement.

11. The parties to this Agreement agree to defend, indemnify and hold harmless the other party from and against all claims, actions, or causes of action, liability including attorney fees, and cost arising from the defense of any claim, action, or cause of action, or liabilities arising out of, or resulting from any act taken, or committed by the parties pursuant to the performance of each parties obligations hereunder. The parties each agree to defend, indemnify, and hold harmless the other party for any claims, action, cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligation pursuant to this contract, except for the willful misconduct of gross negligence of the other party.

12. Nothing in this Agreement or future amendments shall be interpreted as constituting a waiver, expressed or implied, of the sovereign immunity of the NATION or SJCFD, or as consent to be sued, or as submission to the jurisdiction of any court.

13. All notices and communications required by this agreement shall be in writing, and may be delivered personally to the Fire Chief of the Navajo Nation and to the Fire Chief of the SJCFD, or may be mailed by Certified Mail, postage pre-paid, return receipt requested as follows:

1. In the case of SJCFD, notices shall be sent to:
Larry Marcum, Fire Chief
San Juan County Fire Dept.
204 South Oliver Drive
Aztec, New Mexico 97410
2. In the case of the NATION, notices shall be sent to:
Larry Chee, Fire Chief
Navajo Nation Fire & Rescue Services
PO Box 3360
Window Rock, Arizona 86515

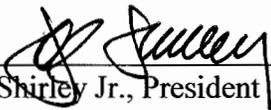
14. This Agreement shall not be amended, except by an instrument in writing executed by the signatures below. However, notice of changes in persons holding position, changes in address and similar ministerial changes do not constitute amendments that require approval.

15. The parties' performance under this Agreement is subject to acts of God, war, applicable government regulation, terrorism, disaster, strikes, civil disorder, or any emergency beyond the parties' control which materially affects a party's ability to perform its obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within a reasonable period of time after such occurrence or receipt of notice, either directly or indirectly, of any of the above occurrences.

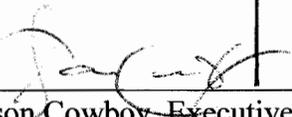
This Mutual Aid Agreement is effective upon the signature of the President of the Navajo Nation and the Chairman of the San Juan County Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2005.

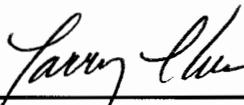
THE NAVAJO NATION



Joe Shirley Jr., President
The Navajo Nation

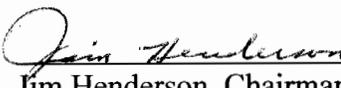


Samson Cowboy, Executive Director
Division of Public Safety
The Navajo Nation

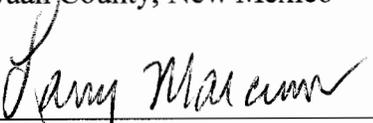


Larry Chee, Fire Chief
Department of Fire & Rescue Services
Navajo Division of Public Safety
The Navajo Nation

SAN JUAN COUNTY



Jim Henderson, Chairman
Board of Commissioners
San Juan County, New Mexico



Larry Marcum, Chief
San Juan County Fire Department

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

BY: 

20th Navajo Nation Council

Fourth Year 2006

Mr. Speaker,

The **PUBLIC SAFETY COMMITTEE**, to whom has been assigned

NAVAJO LEGISLATIVE BILL 0141-06

Has had it under consideration and reports that the legislation was **PASSED** with **NO AMENDMENTS**:

And therefore referred to the **INTERGOVERNMENTAL RELATIONS COMMITTEE**.

Respectfully submitted:


Hope MacDonald-LoneTree, Chairperson

Date:

2/27/06

The vote was 5 in favor and 1 opposed
Excused: None