

**RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL**

20th NAVAJO NATION COUNCIL – THIRD YEAR, 2005

AN ACTION

RELATING TO INTERGOVERNMENTAL AGREEMENT; DIVISION OF PUBLIC SAFETY, APPROVING THE MEMORANDUM OF MUTUAL AID AGREEMENT BETWEEN THE NAVAJO NATION FOR AND ON BEHALF OF THE NAVAJO DEPARTMENT OF FIRE & RESCUE SERVICES, AND THE GALLUP FIRE DEPARTMENT, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

BE IT ENACTED:

1. The Navajo Nation hereby approves the Memorandum of Mutual Aid Agreement between the Navajo Nation for and on behalf of the Navajo Department of Fire & Rescue Services, and the Gallup Fire Department, a political subdivision of the State of New Mexico, attached hereto as **Exhibit "A"**.

2. The Navajo Nation hereby authorizes the President of the Navajo Nation Executive Director of the Division of Public Safety, and the Fire Chief of the Department of Fire & Rescue Services to execute any and all documents necessary to effectuate the intent of this resolution.

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 the same was passed by a vote of 8 in favor and 0 opposed, this 14th day of February, 2005.



Lawrence T. Morgan, Chairperson
Intergovernmental Relations Committee

Motion: Mark Maryboy
Second: Ervin M. Keeswood, Sr.

MEMORANDUM OF MUTUAL AID AGREEMENT

The **NAVAJO NATION** (hereinafter “**NATION**”), for and on behalf of the Navajo Department of Fire & Rescue Services, and the **GALLUP FIRE DEPARTMENT** (hereinafter “**GFD**”), a department under the City of Gallup a political subdivision of the State of New Mexico, located within McKinley County, hereby enters into this Memorandum of 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 using the Incident Command System whenever responding to and handling fire, rescue and other emergencies which may occur within their respective communities and service areas.

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

WHEREAS, the GFD is a department under the City of Gallup, designated and authorized to provide emergency services to the City of Gallup and its incorporated 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. Applicable ordinances, regulations, and charter provisions shall govern the responsible officials in any event.

3. That any party rendering aid to another party under this Agreement may withdraw its assistance when it is determined that the party rendering assistance 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 third person, firm or corporation 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 with 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 damages 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 or all other parties 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 all the other parties involved. 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 and all of the parties hereto.

10. If any provision of this Agreement is held invalid or unenforceable by an arbitrator, and if agreed upon by both parties, that portion shall be terminated and the remainder shall remain in effect unless terminated as provided herein.

11. This Agreement shall be in effect for a period of two (2) years from the date executed 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.

12. 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.

13. Nothing in this Agreement or future amendments shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity by the NATION or GFD, nor as consent to be sued, or as submission to the jurisdiction of any court.

14. 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 GFD, or may be mailed by Certified Mail, postage pre-paid, return receipt requested as follows:

1. In the case of GFD, notices shall be sent to:
Robert Garcia, Fire Chief
Gallup Fire Department
1800 S. Second
Gallup, New Mexico 87301

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

15. 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, which require approval.

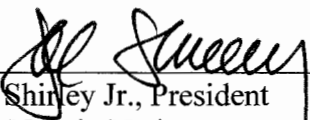
16. The parties' performance under this Agreement is subject to acts of God, war, applicable government regulation, terrorism, disaster, strikes, civil disorder, or any other emergency beyond the parties' control, making it inadvisable, illegal, or which materially affects a party's ability to perform 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.

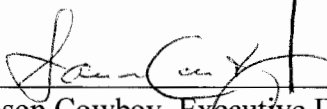
The within Mutual Aid Agreement is effective upon the signature of the President of the Navajo Nation and the Mayor of the City of Gallup.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____, 2004.

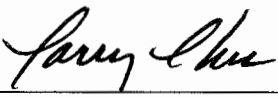
THE NAVAJO NATION



Joe Shirley Jr., President
The Navajo Nation

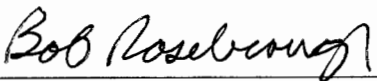


Samson Cowboy, Executive Director
Navajo Division of Public Safety
The Navajo Nation

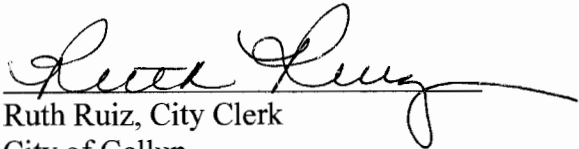


Larry Chee, Fire Chief
Department of Fire & Rescue Services
Navajo Division of Public Safety
The Navajo Nation

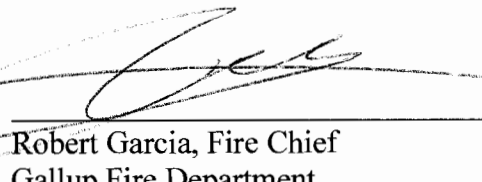
GALLUP FIRE DEPARTMENT



Bob Rosebrough, Mayor
City of Gallup



Ruth Ruiz, City Clerk
City of Gallup



Robert Garcia, Fire Chief
Gallup Fire Department

20th Navajo Nation Council

Third Year, 2005

Mr. Speaker,

The PUBLIC SAFETY COMMITTEE, to whom has been assigned

NAVAJO LEGISLATIVE BILL 0020-05

Has had it under consideration and reports the same with the recommendation that it PASS, with the NO recommendations:


And therefore referred to the INTERGOVERNMENTAL RELATIONS COMMITTEE.

Respectfully submitted,

Mr.

Mr.


Harry J. Willetts, Pro-Tem Chairperson

Adopted: 
Advisor

Not Adopted: _____
Advisor

Mr.

Date: February 07, 2007

The vote was 5 in favor and 0 opposed

Excused:

Absent:

Mr.

Mr.

Mr.

Mr.