

**LEGISLATIVE SUMMARY SHEET**

**Tracking No.** 0230-24

**DATE:** October 22, 2024

**TITLE OF RESOLUTION:** AN ACTION RELATING TO AN EMERGENCY FOR THE NAVAJO NATION COUNCIL; APPROVING AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO NATION AND SAN JUAN COUNTY, UTAH

**PURPOSE:** The purpose of this legislation is to approve an Intergovernmental Agreement between the Navajo Nation and San Juan County, Utah related to access and improvements to polling places located on the Navajo Nation.

**Final Authority:** Navajo Nation Council

**Vote Required:** Simple Majority

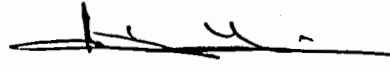
**This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each Council Delegate to review the proposed resolution in detail.**

OLC No. 24-512-1

PROPOSED NAVAJO NATION COUNCIL RESOLUTION

25<sup>th</sup> NAVAJO NATION COUNCIL—Second Year, 2024

INTRODUCED BY



Primary Sponsor

TRACKING NO. 0230-24

AN ACTION

RELATING TO AN EMERGENCY FOR THE NAVAJO NATION COUNCIL;  
APPROVING AND AUTHORIZING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE NAVAJO NATION AND SAN JUAN COUNTY,  
UTAH

**BE IT RESOLVED:**

**SECTION ONE. AUTHORITY**

- A. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102(A). As such, the Navajo Nation Council may consider proposed legislation regarding an emergency matter pursuant to 2 N.N.C. § 164(A)(16).
- B. “[M]atters constituting an emergency shall be limited to the cessation of law enforcement services, and disaster relief services, fire protection services or other direct services required as an entitlement under Navajo Nation or Federal law, or which directly threaten the sovereignty of the Navajo Nation. Such an emergency matter must arise due to the pressing public need for such resolution(s) and must be a matter requiring final action by the Council.” 2 N.N.C. § 164(A)(16).

**SECTION TWO. FINDINGS**

- 1 A. San Juan County, Utah (or the “County”) would like to address accessibility  
2 barriers at the facilities the County utilizes on the Navajo Nation.
- 3 B. The County’s polling places are located at three Chapter facilities and one  
4 Navajo-Utah Commission facility. The three Chapters at issue are Navajo  
5 Mountain, Red Mesa and Aneth.
- 6 C. The Aneth Chapter is a Local Governance Act (LGA) Certified Chapter, while  
7 the Navajo Mountain and Red Mesa Chapters are non-LGA Certified  
8 Chapters.
- 9 D. The County is seeking to execute an Intergovernmental Agreement with the  
10 Navajo Nation, herein attached as **Exhibit 1**, for access to go onto Navajo  
11 Nation and Chapter property to make improvements for Americans with  
12 Disabilities Act (ADA) accessibility, mainly in the form of leveling parking  
13 spaces, adding ramps or ramp systems for wheelchair and walker access, and  
14 marking spaces with appropriate paint and signage.
- 15 E. This legislation is put forth as an emergency measure because elections are a direct  
16 service to the Navajo people and the General Election is quickly approaching on  
17 November 5, 2024.

18  
19 **SECTION THREE. APPROVAL**

- 20 A. The Navajo Nation hereby approves the Intergovernmental Agreement  
21 between the Navajo Nation and San Juan County, Utah, attached as **Exhibit 1**.
- 22 B. The Navajo Nation hereby authorizes the President of the Navajo Nation to  
23 execute this Intergovernmental Agreement and all documents necessary for  
24 the implementation of the intent of this resolution.
- 25 C. The Navajo Nation authorizes the Aneth Chapter President to execute the  
26 “Concurrences of LGA Certified Chapter” page of the Intergovernmental  
27 Agreement.
- 28  
29  
30



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE NAVAJO NATION  
AND SAN JUAN COUNTY, UTAH**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")** is made and entered into this 18<sup>th</sup> day of October, 2024 ("Effective Date") by and between the Navajo Nation (the "Nation"), and San Juan County, a political subdivision of the State of Utah (the "County").

**WHEREAS**, the County wants to address accessibility barriers at the facilities it utilizes for polling places on the Navajo Nation;

**WHEREAS**, the County's polling places are located at 3 Chapter facilities and 1 Navajo-Utah Commission facility, all within the exterior borders of the Nation on property owned by the Nation;

**WHEREAS**, one of the facilities is a Local Governance Act ("LGA") Certified Chapters with self-governing status under Navajo law, while the remaining Chapter facilities and the Navajo-Utah Commission facility are directly controlled by the Nation;

**WHEREAS**, the Nation is a sovereign entity within the United States not subject to Title II of the ADA which covers state and local governments, but recognizes the value to its residents of removing barriers to accessibility at polling places;

**WHEREAS**, the County has the authority pursuant to § 11-13-101 et all, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

**WHEREAS**, the County seeks to execute an IGA with the Nation and the LGA Certified Chapter to go onto Navajo Nation and Chapter property and make permanent improvements for ADA accessibility, mainly in the form of leveling parking spaces, adding ramps or ramp systems for wheelchair and walker access, and marking spaces with appropriate paint and signage.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Purpose.** The purpose of this IGA is for the County to make improvements to ADA accessibility at the following chapter facilities:

- a. Non-LGA Certified Chapters: Navajo Mountain and Red Mesa.
- b. LGA Certified Chapter: Aneth
- c. Navajo-Utah Commission Facility in Montezuma Creek, Utah.

**2. Work to be performed at each facility.** Work to be performed at each facility shall be

as stated in Exhibit A, attached. The County will only make the alterations as stated in Exhibit A. If additional alterations appear necessary, the County will get permission for those alterations in writing before making the alteration.

**3. Funding.** The State of Utah will provide the County funding for the above-named improvements in which the County will pay a contractor for work performed. Work will be managed by San Juan County employees or work performed by independent contractors hired by the County.

**4. Permission to Enter Premises.** By signing this agreement, the Navajo Nation and its LGA Certified Chapter hereby gives the County and independent contractors hired by the County permission to enter and perform temporary election accessibility fixes and construction activity as described in Exhibit A. The County will give written notice by letter or email of its intent to perform work at a facility addressed to the Chapter President or his/her designee at each chapter facility where work is to be done. In addition to written notice, the County will call each Chapter Facility with the date and time it proposes to perform the work. Using the same procedure, the County may make additional visit to assess the condition of the ADA improvements including handicapped signage and parking space markings for election accessibility prior to general elections.

**5. Contacts for the Parties.** The contact person and information for each party is as follows:

**San Juan County, Utah**  
Chief Administrative Officer  
P.O. Box 9  
Monticello, Utah 84535  
Office (435) 587-3225  
Email: mmcdonald@sanjuancounty.org

**Navajo Nation**  
Navajo Nation Department of Justice  
P.O. Box 2010  
Window Rock, Arizona 86515  
Office (928) 871-6343  
Email: kbelzowski@nndoj.org

**6. Jurisdiction and Liability.**

A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the Nation's facilities. Except as expressly set forth herein, the County shall have no authority, responsibility or liability in connection with any alterations made to facility property.

B. Neither the Nation nor the County waive any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the Nation, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the Nation's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to

create any right of action in any third party.

C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.

D. The Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

E. The County acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they directly result from the negligence of County employees or contractor. The liability of the County shall be subject to the immunities and limitations provided for under the Utah Governmental Immunity Act.

7. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the San Juan County Board of County Commissioners. This IGA shall become effective as to the LGA Certified Chapter upon execution of the concurrence for said Chapter. Concurrence of LGA Certified Chapter is attached as Exhibit A. This IGA shall terminate 2 years after the effective date or when the work is completed, whichever is earlier.

8. **Amendment / Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of the Nation and the County.

9. **Termination.** Either the Nation or the County may terminate this IGA by providing written notice of termination to non-terminating party. Termination is effective thirty (30) days after written notice is received by non-terminating party. Written notice shall be provided via certified mail to the addresses indicated in Section 5.

10. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.

11. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.

12. **Use of County Employees.** It is understood and agreed that the County will utilize its

existing employees to manage the work performed by the County and its independent contractor under the terms of this agreement and that any replacement employees or contractor or additional employees or additional contractors that are hired by the County to perform the work shall be hired pursuant to the provisions of San Juan County's personnel ordinance and applicable Utah statutes and constitutional provisions. Independent contractors shall be hired pursuant to the Utah Procurement Code.

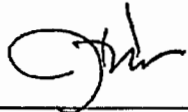
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

**NAVAJO NATION**

\_\_\_\_\_  
Buu Nygren, President  
Navajo Nation

\_\_\_\_\_  
Date

**SAN JUAN COUNTY,  
UTAH**

  
\_\_\_\_\_  
Jaime Harvey, Chairman  
Board County Commissioners  
San Juan County

\_\_\_\_\_  
10/15/24  
Date

**CONCURRENCES OF LGA CERTIFIED CHAPTER**

IN WITNESS WHEREOF, the duly authorized representatives of the following Local Governance Act Certified Chapter have executed this IGA on the dates affixed by their signatures. This concurrence may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ANETH CHAPTER**

\_\_\_\_\_  
Wesley Jones, President

\_\_\_\_\_  
Date

# Exhibit A



377 West 300 South  
 Blanding, Utah 84511  
 435-678-2766

# PROPOSAL



**Tri-Hurst Construction**

PROPOSAL SUBMITTED TO San Juan County		PHONE 435-587-3225	DATE 27 August 2024
STREET		EMAIL <a href="mailto:mcdonald@sanjuancounty.org">mcdonald@sanjuancounty.org</a> <a href="mailto:samlong@sanjuancounty.org">samlong@sanjuancounty.org</a>	
CITY, STATE and ZIP CODE Monticello UT, 84535		JOB NAME Chapter House ADA Upgrades	
ARCHITECT	DATE OF PLANS 08/27/24	JOB LOCATION Navajo Nation Chapter Houses – San Juan County	

We hereby submit specifications and estimates for:

ADA Upgrades per attached plans for the Following Chapter Houses

Montezuma Creek - \$1,847

- Paint ADA parking stalls on existing concrete slab
- Install ADA parking sign

Aneth - \$1,859

- Paint ADA parking stalls on existing asphalt
- Install ADA parking sign

Red Mesa - \$5,997

- Install concrete loading zone and accessible ramp adjacent to both main entrances
- Install concrete bumpers at both ADA parking stalls
- Install ADA parking signs at both ADA stalls
- Paint hash marks on new concrete loading zone

Navajo Mountain - \$7,481

- Demolish existing sidewalk running from building entry to parking lot. Repour flush with asphalt parking and match width of existing entry concrete.
- Remove existing striping paint in designated ADA parking stall. Repaint stall with a designated loading zone to one side.
- Replace wooden ADA parking sign with reflective metal sign.

**We Propose** hereby to furnish material and labor--complete in accordance with above specifications, for sum of:  
 Seventeen Thousand One Hundred Eighty Four Dollars (\$17,184)

Payment terms are net 30 days of invoicing. Contractor shall be entitled to 18% annual interest after payment deadline and is entitled to attorney fees and collection expenses to collect any unpaid balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be withdrawn by us  
If not accepted within 30 days

**Acceptance of Proposal**-This bid may be accepted in any of the following manners: (1) Signature on the Proposal; (2) client requests and/or allows contractor to perform work; (3) client pays contractor deposit for the work.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

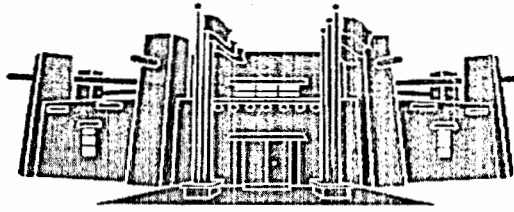








Office of Legislative Counsel  
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Honorable Crystalyne Curley  
Speaker  
25<sup>th</sup> Navajo Nation Council

## MEMORANDUM

TO: Honorable Curtis Yanito, Council Delegate  
25<sup>th</sup> Navajo Nation Council

FROM:

April Quinn, Principal Attorney  
Office of Legislative Counsel

DATE: October 22, 2024

SUBJECT: AN ACTION RELATING TO AN EMERGENCY FOR THE NAVAJO NATION COUNCIL; APPROVING AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO NATION AND SAN JUAN COUNTY, UTAH

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees' powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please review this draft legislation and its exhibit to make sure it is drafted to your satisfaction and that all necessary and appropriate supporting documents have been provided and the attached exhibits are correct.

If you find anything unacceptable, please let me know immediately and advise me of your desired changes. I can be reached at (928)871-7166 and aprilquinn@navajo-nsn.gov. Thank you.

OLC No. 24-512-1