

Document No. 003123

Date Issued: 11/24/2014

**SECTION 164 REVIEW FORM**

Title of Document: MOA UtahDineBikeyah and NNDNR Contact Name: JEFF, SHARILENE

Program/Division: DIVISION OF NATURAL RESOURCES

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Division Director Approval for 164A: \_\_\_\_\_

**Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days,** except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

**Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council**

		Sufficient	Insufficient
<input type="checkbox"/>	<b>Statement of Policy or Positive Law:</b>		
1. OAG:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)</b>		
1. OMB:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
2. OOC:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
3. OAG:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

**Section 164(B) Final approval rests with the President of the Navajo Nation**

<input type="checkbox"/>	<b>Grant/Funding Agreement or amendment:</b>		
1. Division:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
2. OMB:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
3. OOC:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
4. OAG:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Subcontract/Contract expending or receiving funds or amendment:</b>		
1. Division:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
2. BRD:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
3. OMB:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
4. OOC:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
5. OAG:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:</b>		
1. Division:	<u>Robt Robert D. Am</u>	Date: <u>12/11/14</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. OAG:	<u>BNB</u>	Date: <u>12/24/14</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>M.O.A. or Letter of Assurance expending or receiving funds or amendment:</b>		
1. Division:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
2. OMB:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
3. OOC:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
4. OAG:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ 12/01/14 2:49pm DATE/TIME 7 Day Deadline DOC #: 003123 SAS #: UNIT: NRU

RESUBMITTAL

\*\*\* FOR NNDJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. \*\*\*

CLIENT TO COMPLETE

DATE OF REQUEST: 12-01-14 ENTITY/DIVISION: Natural Resources CONTACT NAME: Sharlene Jeff DEPARTMENT: Administration PHONE NUMBER: 928 871 6592 E-MAIL: sharjeff27@gmail.com

TITLE OF DOCUMENT: Motion Utah Div Bicycles and NNDPR

DOJ SECRETARY TO COMPLETE

DATE/TIME: 12.01.14 4:00pm REVIEWING ATTORNEY/ADVOCATE: Biddan Becker 12.10.14

DATE/TIME: DEC 1 2014 DEPARTMENT OF JUSTICE NATURAL RESOURCES UNIT

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient so long as ~~edit~~ re-typed to include edits noted on the mov

REVIEWED BY: (PRINT) DATE / TIME SURNAMED BY: (PRINT) DATE / TIME Becker 12/2/14 5pm

DOJ Secretary Called: Eloise Watchman for Document Pick Up on 12/3/14 at 9802 By: [Signature]

PICKED UP BY: (PRINT) DATE / TIME:

COMPLETED

# MEMORANDUM OF UNDERSTANDING

BETWEEN

UTAH DINE BIKE'YAH, A UTAH NON-PROFIT CORPORATION,

And

THE NAVAJO NATION DIVISION OF NATURAL RESOURCES

This Memorandum of Understanding (hereinafter referred to as "the MOU or "MOU") is entered into pursuant to 2 N.N.C. §§ 164(B) and 222 (A) by and between the Navajo Nation Division of Natural Resources ("Nation" or "Navajo Nation"), duly authorized and acting through its President, and Utah Dine Bike'yah, a Utah non-profit corporation ("Utah Dine Bike'yah"), duly authorized and acting through its Executive Director. The Navajo Nation Division of Natural Resources and Utah Dine Bike'yah are collectively referred to as "the Parties." The Parties reduce their understandings to writing as follows:

WHEREAS, the mission of the Navajo Nation Division of Natural Resources is to manage, protect, conserve and preserve the Navajo Nation's natural and cultural resources for the benefit of the Navajo People;

WHEREAS, the Navajo Nation Division of Natural Resources recognizes that Navajo ancestral lands, both within and beyond current Navajo Reservation boundaries, are important to the subsistence, health, and well-being of the Navajo people.

WHEREAS, the Navajo Nation Division of Natural Resources recognizes the importance of maintaining the ecological health and productivity of Navajo ancestral lands, within Navajo Indian Country as authorized by Navajo Nation and Federal laws;

WHEREAS, the Navajo Nation Division of Natural Resources recognizes the importance of engaging in land planning, and land management activities, pertaining to public land management and designation of Navajo ancestral lands;

WHEREAS, Utah Dine Bike'yah, as a legally recognized entity, a Utah non-profit corporation engaging in consulting services, is a respected non-profit organization dedicated to the formulation and accomplishment of conservation strategies.

WHEREAS, Utah Dine Bike'yah, completed state-of-the-art conservation assessment and assisted in the implementation development of these assessments through comprehensive, regional conservation strategies

in partnership with Federal, State, and County governments, non-governmental organizations , and local communities.

WHEREAS, Utah Dine Bike'yah, working in partnership with the Utah Navajo, have completed a cultural use inventory of Navajo ancestral lands on the public lands of San Juan County, Utah.

WHEREAS, the Parties agree that a collaborative approach to land planning on Public Lands adjacent to the Navajo Nation is mutually beneficial to ensure the best possible land management practices and land-use restrictions favorable to the Navajo Nation on the public and Navajo ancestral lands within San Juan County, Utah.

**THEREFORE**, be it resolved that:

**1.0 PURPOSE**

- 1.1 The purpose of this MOU is to provide a foundation for collaboration among the Parties in their collective efforts to develop and implement a long term regional conservation strategy, land-use designations, and co-management arrangements for the public and Navajo ancestral lands within San Juan County, Utah. Furthermore, this foundation will also foster greater institutional capacity for improved land management activities for Navajo Nation lands bordering said public lands and situated within the San Juan watershed.

**2.0 PRINCIPLES**

- 2.1 The Parties recognize and respect the jurisdiction of the Navajo Nation Division of Natural Resources as the senior authority.
- 2.2 The Parties acknowledge that successful efforts to develop and implement a long term, regional conservation strategy, land-use designations, and co-management arrangements demand an approach that balances cultural, social, and ecological values, and engages collaboration with federal, state and county authorities, non-governmental organizations, local communities, and other affected interests.

- 2.3 The Parties agree that maintaining and expanding the capacity of the Navajo Nation Division of Natural Resources is an essential component of a comprehensive conservation strategy for San Juan County and the San Juan River watershed.

### **3.0 SCOPE OF COLLABORATIVE EFFORTS**

- 3.1 The Parties commit to develop a schedule of collaborative work to develop and implement a long term regional conservation strategy, land-use designation and co-management arrangements for the Navajo ancestral lands within San Juan County, Utah, as well as, to foster greater capacity for improved land management activities for Navajo Nation lands bordering said public lands, in particular those parcels within the San Juan River watershed. That work will include the following:
- 3.1.1 Joint planning sessions to clarify objectives, identify priorities, and determine tasks and responsibilities;
  - 3.1.2 Utilization of Utah Navajo cultural use and biological assessment mapping to support proposed land use designations collected by Utah Dine Bike'yah;
  - 3.1.3 Development and distribution of preferred land-use designations for San Juan County;
  - 3.1.4 Investigation, development, and cost analysis of alternative public lands co-management arrangements;
  - 3.1.5 Needs assessment of necessary expansion of institutional capacity for the Navajo Nation Division of Natural Resources to best fulfill current needs and to functionally operate within a co-management regime, which also considers acquisition of additional financial resources for added responsibilities;

3.1.6 Actively seek and negotiate for legislative and administrative designation of developed land-use designation and preferred co-management arrangements;

3.1.7 Actively seek and develop long term funding mechanisms to implement land-use designations and carry out co-management arrangements.

3.2 The Parties agree that all activities conducted under this Agreement will be framed and managed to facilitate capacity building and sharing of technical knowledge and skills among all of the parties.

#### **4.0 PROTOCOL AND RELATIONSHIPS**

4.1 The Parties agree that all work shall be conducted to the highest professional and ethical standards.

4.2 The Parties agree to share information openly regarding their activities, and to create and maintain a climate of mutual trust and cooperation. The Navajo Nation information exchange is subject to the Navajo Nation Privacy and Access to Information Act. The Parties agree that no information will be released which may prejudice the privacy or protection of Native resources, except as required by applicable law. The Nation reserves the right to not disclose certain sensitive information.

4.3 The Parties agree that all work conducted will be in accordance with necessary authorizations.

4.4 The Parties commit to regular joint planning sessions to identify priorities, allocate resources, and clarify work plans, on a mutually agreed upon timetable.

#### **5.0 COMMUNICATION**

- 5.1 None of the Parties shall make any representation or warranty on behalf of any other Party without approval in advance and under legal authorization.
- 5.2 Where consistent with other conditions outlined under this MOU, each Party may communicate with external interests regarding this collaborative initiative, as may be necessary, and, for the Navajo Nation, as authorized by the laws of the Navajo Nation.
- 5.3 Each Party shall identify an individual to act as their lead representative to facilitate communication among the Parties.

**6.0 FUNDING AND RESOURCES**

- 6.1 Contributions from or through Utah Dine Bike'yah for collaborative work, as set out above, shall include:
  - 6.1.1 Foundation funding to support the work of Utah Dine Bike'yah;
  - 6.1.2 Contributions from Utah Dine Bike'yah to the Navajo Nation Division of Natural Resources to support staff time and logistical activities (details for these contributions to be set out through specific contracts);
  - 6.1.3 In-Kind contributions of staff time and logistical support from the Navajo Nation Division of Natural Resources, as available.
- 6.2 The Parties commit to work together to attract additional resources to support their Efforts:
  - 6.2.1 The Parties agree to collaborative fundraising efforts only as authorized by the laws of the Navajo Nation and the United States, including the various provisions of the Navajo Nation Ethics in Government Act.

- 6.2.2 Fundraising efforts by Utah Dine Bike'yah targeted at organizations, individuals, and foundations will be with the full knowledge of the Navajo Nation Division of Natural Resources.

**7.0 CONFLICT RESOLUTION**

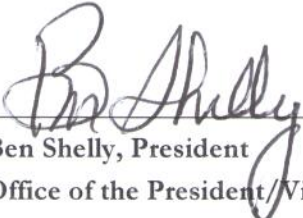
- 7.1 Mutually agreed measures will be used to resolve any disputes among the Parties. Such measures may include impartial facilitation of discussions.

**8.0 GENERAL TERMS**

- 8.1 Keeping with the intent of this MOU, the parties agree that:
  - 8.1.1 This MOU is effective from the date of the last Party signing.
  - 8.1.2 The Parties will act in good faith for the implementation of this MOU.
  - 8.1.3 The MOU will be reviewed from time to time and may be amended at any time by mutual consent of the Parties.
  - 8.1.4 Nothing in this MOU shall encumber or fetter the mandates, authority, or responsibilities of either party in any way, or create legally binding obligations between the Parties or their respective members.
  - 8.1.5 A Party will provide not less than 30 days written advance notice of a decision to propose amendments to this MOU, and not less than 90 days of a decision to unilaterally withdraw from this MOU.

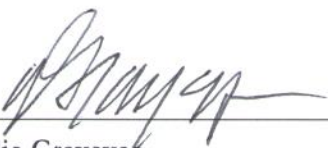
- 8.1.6 All Navajo Nation commitments are subject to available funding pursuant to 2 N.N.C. § 223.
- 8.1.7 Nothing contained in this MOU waives, nor shall it be construed to waive, the sovereign immunity of the Navajo Nation.

**NAVAJO NATION**

BY:  \_\_\_\_\_  
Ben Shelly, President  
Office of the President/Vice-President

DATE: DEC 19 2014

**UTAH DINE BIKE'YAH**

BY:  \_\_\_\_\_  
Willie Greyeyes  
Chairman

DATE: January 8, 2015