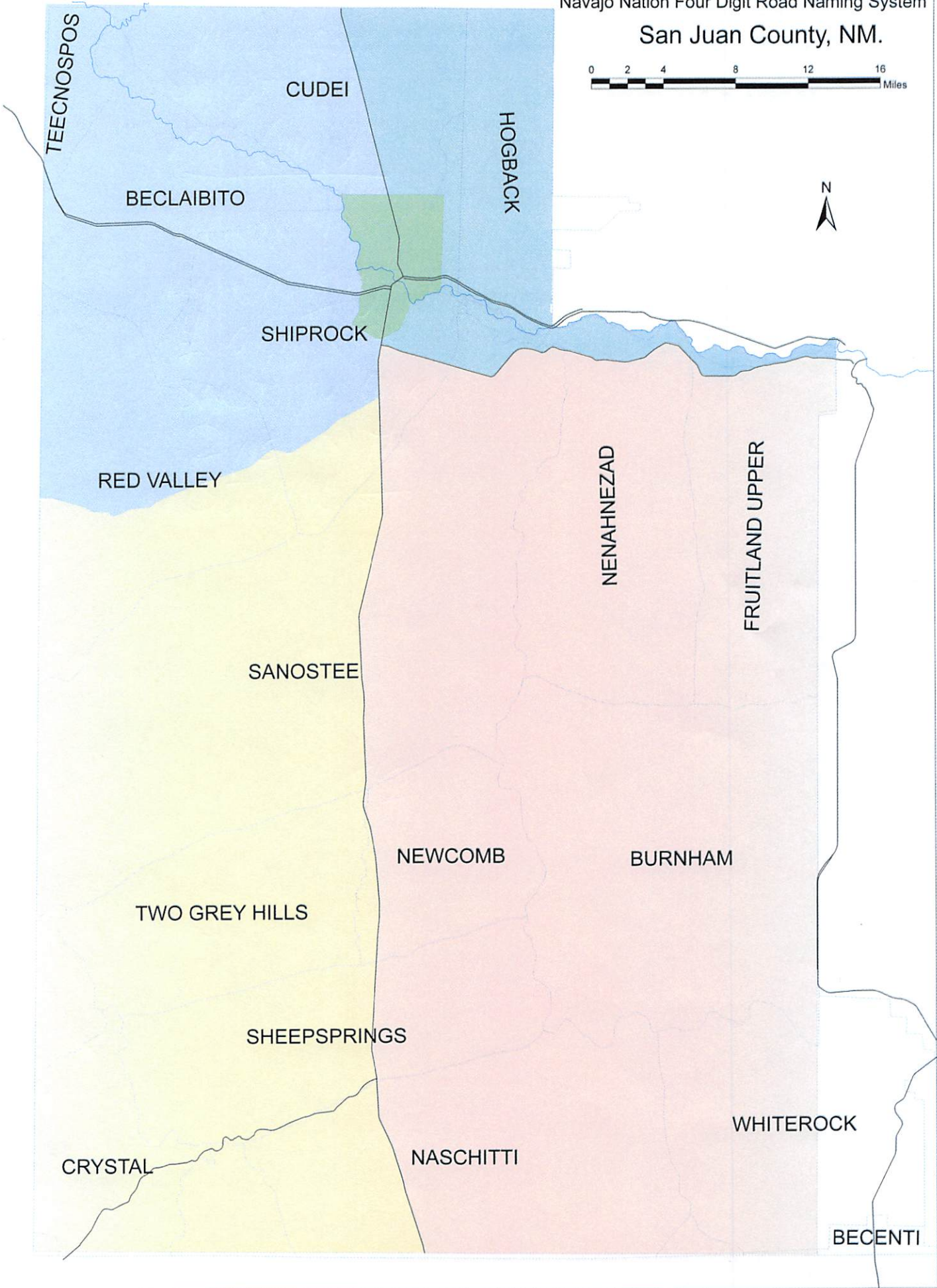


San Juan County, NM.



21 Navajo Nation Council

Fiscal Year 2008

Mr. Speaker

The **GOVERNMENT SERVICE COMMITTEE** to whom has been assigned

NAVAJO LEGISLATIVE BILL # 0339-08

**RELATING TO GOVERNMENT SERVICES, AND INTERGOVERNMENTAL
RELATIONS; APPROVING AN AGREEMENT BETWEEN THE NAVAJO
NATION AND THE SAN JUAN COUNTY COMMUNICATIONS AUTHORITY**

Has had it under consideration and reports the same with the following recommendation
that it **DO PASS** with no amendments.

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

Respectfully submitted



Leonard Teller., Vice Chairperson
GOVERNMENT SERVICES COMMITTEE

Date: October 10, 2008

Motion: C. Damon Second: D. Simpson Vote: 5 - 0

RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL

21ST NAVAJO NATION COUNCIL - SECOND YEAR, 2008

AN ACTION

RELATING TO GOVERNMENT SERVICES AND INTERGOVERNMENTAL
RELATIONS; APPROVING AN AGREEMENT BETWEEN THE NAVAJO NATION
AND THE SAN JUAN COUNTY COMMUNICATIONS AUTHORITY

BE IT ENACTED:

1. The Navajo Nation hereby approves the Agreement Between the Navajo Nation and the San Juan County Communications Authority to allow the State of New Mexico to fund addressing services as required for the advancement of Enhanced 911 Landline and Phase I and II Wireless Services in areas of San Juan County, New Mexico, within the Navajo Nation, as set forth in the attached Exhibit A.
2. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute the Agreement.

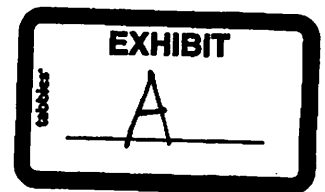
CERTIFICATION

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 held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 6 in favor, 0 opposed, this 28th day of October, 2008.



Lawrence T. Morgan, Chairperson
Intergovernmental Relations Committee

Motion: Ervin M. Keeswood, Sr.
Second: Johnny Naize



**AGREEMENT
BETWEEN
THE NAVAJO NATION
AND**

THE SAN JUAN COUNTY COMMUNICATIONS AUTHORITY

This Agreement is entered into by and between the Navajo Nation, hereinafter referred to as "Nation," and the San Juan County Communications Authority, a New Mexico Joint Powers Agreement government agency, hereinafter referred to as "SJCCA."

WHEREAS, the Nation, through its Government Services Committee, approved the support of the development of an integrated Navajo Nation Wide 9-1-1 Emergency Communication Service System and wishes to implement *Rural Addressing* and *Enhanced 9-1-1* Navajo Nation wide, and

WHEREAS, the Navajo Nation Executive Branch Division Directors approved the sharing of resources to staff the *Navajo Nation Enhanced 9-1-1 Task Force* in order to plan and implement *Rural Addressing* and *Enhanced 9-1-1* throughout the Navajo Nation, and

WHEREAS, the Nation is a sovereign entity and has the inherent power to provide *Rural Addressing* and *Enhanced 9-1-1* to the Navajo Nation Chapters within San Juan County, New Mexico, nevertheless currently not maintaining rural addressing or an *Enhanced 9-1-1* system, and

WHEREAS, the Local Government Division, State of New Mexico, provides funding to regional Public Safety Answering Points (PSAPs) to provide Enhanced 911 landline service and wireless Phase I and II service. This has included components such as addressing, Geographic Information System (GIS) databases and training, and related equipment as approved by the New Mexico Department of Finance and Administration in accordance with section 10.6.2 of the New Mexico Administrative Code, and

WHEREAS, the provision of 911 service requires addressing, GIS, mapping, Master Street Address Guide (MSAG) information and updates from the County and the Nation's Rural Addressing Departments,

NOW THEREFORE, for and in consideration of the execution of this Agreement, the following is hereby understood:

1. **Purpose**: The purpose of this Agreement is to allow the State of New Mexico to fund addressing services as required for the advancement of Enhanced 911 Landline and Phase I and II Wireless Services in the areas of San Juan County, New Mexico, that are sovereign to the Navajo Nation.
2. Part of the services the State of New Mexico may fund under this agreement is the

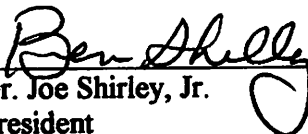
development and maintenance of addressing and related addressing and road centerline GIS data in conformance and compliance with any specifications of the Navajo Nation and New Mexico Statewide Mapping Program and the 911 Rules and Regulations.

3. Being the grantee of the 911 Fund grant for San Juan County, SJCCA shall act as the administrator for all funds being dispersed by the State of New Mexico for this purpose.
4. As the fiscal agent of SJCCA, San Juan County shall be the fiscal agent for the pass-through of funds from the State of New Mexico for the intention of fulfilling the purposes of this agreement.
5. Neither SJCCA nor San Juan County shall be responsible for the accounting or maintenance of any property or materials purchased for the purposes of this agreement with funds supplied by the State of New Mexico, nor shall SJCCA nor San Juan County be responsible for the oversight or confirmation of services purchased for the purposes of this agreement with funds supplied by the State of New Mexico.
6. The Navajo Nation shall provide to SJCCA through the New Mexico Statewide Mapping Program updated GIS road centerline data in specified format on a timely basis;
7. The Nation shall maintain the Master Street Address Guide (MSAG) at a 96% accuracy rate.
8. The Nation shall provide to the County's Rural Addresser the point of contact (name, address, telephone, fax, e-mail) for GIS, PSAP and any other personnel handling MSAG updates.
9. Parties to this agreement shall sign nondisclosure agreements as necessary.
10. The Nation will be responsible for increasing the awareness of the *Rural Addressing* and *Enhanced 9-1-1* efforts.
11. The Nation, County, vendor/consultant and other involved parties shall meet periodically to plan and coordinate the initiative, and identify and satisfactorily resolve potential problems and issues.
12. The parties agree to follow the planning process outlined in "*A Plan for Implementing Rural Addressing on the Navajo Nation*," which allows for updates in the form of a renewable planning document.
13. The parties agree to coordinate in identifying and naming structures and road centerlines.
14. The parties agree to coordinate activities for the development of an agreed-upon set of boundaries indicating geographic areas of responsibility for fire protection, emergency medical services, police, and other agencies for emergency response on the Navajo Nation.

15. The parties agree that they shall comply with all applicable federal, state, tribal, and local laws in carrying out the terms of this agreement.
16. Amendments: Any party to this agreement may propose changes to the Agreement during the term of the agreement. Any change will be in the form of a written amendment and will not take effect until it has been adopted and incorporated in the Agreement by the Nation and SJCCA.
17. Appropriations: Performance under this Agreement is contingent upon sufficient authority and appropriations to be granted by the Navajo Nation Council and by the New Mexico Department of Finance and Administration.
18. Term of Agreement: This Agreement shall become effective when signed by both parties. It shall remain in effect until terminated.
19. Termination: Any party's participation in this Agreement may be terminated by written notice from such party at least thirty (30) days prior to the effective date of the notice. Written notices must be sent by certified mail to the following addresses:
- | | |
|--------------------------|-----------------------------------|
| Chairman | Navajo Division of Community |
| San Juan County | Development |
| Communications Authority | Attn: E9-1-1/Addressing Authority |
| 207 S Oliver Dr. | P.O. Box 1904 |
| Aztec, NM 87410 | Window Rock, AZ 86515 |
20. Nothing in this agreement or future amendments shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity by the Navajo Nation, SJCCA, or the County, nor as consent to be sued, nor as submission to the jurisdiction of any court.

IN WITNESS THEREOF, duly authorized officials have executed this Agreement on the dates affixed by their signatures, with an effective date as stated herein.

NAVAJO NATION


Dr. Joe Shirley, Jr.
President

Date: APR 10 2009

SAN JUAN COUNTY
COMMUNICATIONS
AUTHORITY


George Duncan
Chairman

Date: 5-27-08

Memorandum of Agreement

WHERE AS, the Navajo Nation E911 Task Force has obtained letters of agreement from 110 chapters and all 5 agencies to go forth with a rural addressing project to benefit the citizens of the Navajo Nation and support a 911 system for emergency response;

WHERE AS, the Navajo Nation E911 Task Force has put forth strong recommendations that chapters work with and adopt the systems in place within their respective counties and states while still adhering to the Navajo Nation Addressing Policies;

WHERE AS, the San Juan County Board of County Commissioners has approved the use of the 8000 and 9000 series road numbers for use in the western half of San Juan County, being the Addressing Jurisdiction of the Navajo Nation and an area known as the Navajo Reservation;

WHERE AS, meetings between the Navajo Chapters of San Juan County, NM, The Navajo Nation E911 Task Force, Navajo Department of Transportation and pertinent San Juan County departments have been held to determine the utilization of road numbering and the boundaries of said numbering schematics;

WHERE AS, a vote was held amongst those representatives present from Chapters, Task Force and NDOT at said meeting and said vote passing unanimously.

THEREFORE BE IT RESOLVED, that the Navajo Nation Chapters that are within San Juan County, NM either in whole or in part, do hereby agree to utilize the 8000 and 9000 road series numbers for emergency addressing as designated by area as described below, in accordance with the system of road numbering currently in place within San Juan County. The geographic boundaries defining the areas for the road numbering system of the 9-1-1 emergency service addressing within the Navajo Nation portion of San Juan County, NM are hereby designated to be: the North by the state line, on the West by the state line, to the South by the San Juan/McKinley County Line and to the east by the Range line between Range 13 West and Range 14 West, N.M.P.M. south of the San Juan River and by the Hogback north of the San Juan River. This area is hereby divided as follows:

Utilizing the centerlines of the following as a divisional boundary between North and South; beginning with the highway known as N36 from New Mexico Highway 371, bearing west to US Highway 491, then continuing northward along US Highway 491 to the intersection of US Highway 64, finally continuing west along US Highway 64 to the County/State line, and Utilizing the centerline of the following as a divisional boundary between east and west; beginning at the County/State line in the north on US Highway 491 bearing southward to the San Juan and McKinley County line.

The Northeast quadrant of the aforementioned areas will utilize road numbers beginning in the northeast with Road 8000 and continuing in a southwest direction thru Road 8499;

The Southeast quadrant of the aforementioned areas will utilize road numbers beginning in the northeast with Road 8500 and continuing in a southwest direction thru Road 8999;

The Northwest quadrant of the aforementioned areas will utilize road numbers beginning in the northeast with Road 9000 and continuing in a southwest direction thru Road 9499;

The Southwest quadrant of the aforementioned areas will utilize road numbers beginning in the northeast with Road 9500 and continuing in a southwest direction thru Road 9999;
US Highways, and N36 will be addressed using current road designations.

The majority of these roads will be four digit in designation, with main thoroughfares' being designated by three digit designations and five digit designations being issued only within subdivisions and in housing districts. Both three digit and five digit designations shall reflect the main four digit road designation most closely associated to it.

Navajo Nation Chapters within San Juan County, New Mexico

<u>Shiprock (Northern) Agency Chapters</u>	<u>Chapter President</u>	<u>Date</u>
Beclabito	<u>Frank John Sr.</u>	<u>11-13-08</u>
GadiiAhi/Tokoi (Cudeii)	<u>[Signature]</u>	<u>12/02/08</u>
Nenahnezad	<u>[Signature]</u>	<u>12-04-08</u>
Newcomb	<u>[Signature]</u>	<u>11/19/08</u>
Red Valley	<u>[Signature]</u>	<u>11/12/08</u>
San Juan	<u>Robert C. Begay</u>	<u>11-18-08</u>
Sanostee	<u>[Signature]</u>	<u>11-18-08</u>
Sheepsprings	<u>Kelly Wood Begay Jr.</u>	<u>11-12-08</u>
Shiprock	<u>[Signature]</u>	<u>08/20/09</u>
Teec Nos Pos	<u>[Signature]</u>	<u>11/13/08</u>
TiiTsohSiKaad (Burnham)	<u>[Signature]</u>	<u>11-18-08</u>
TseDaKaan (Hogback)	<u>[Signature]</u>	<u>11-13-08</u>
TwoGreyHills/Toadlena	<u>Stanley Hardy</u>	<u>11-12-08</u>
Upper Fruitland	<u>Robert Allen</u>	<u>11-12-08</u>

Fort Defiance Chapters**Chapter President****Date****Crystal**

Mexican Springs

Naschitti

Red Lake

Tohatchi

Navajo Nation Chapters within San Juan County, New Mexico (continued)**Chinle****Chapter President****Date****Lukachukai**

Tsaile/Wheatfields

Crownpoint (Eastern) Chapters**Chapter President****Date****Standing Rock**

White Rock
