

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAVAJO NATION,
DIVISION OF ECONOMIC DEVELOPMENT,
and
SAN JUAN COUNTY, NEW MEXICO**

I. PREAMBLE AND GUIDING PRINCIPLES

This Memorandum of Understanding (MOU) is entered into by and between the Navajo Nation, through its Navajo Division of Economic Development, hereinafter referred to as the "Nation," and San Juan County, a political subdivision of the State of New Mexico, hereinafter referred to as "San Juan County," Hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Navajo Nation Division of Economic Development was established to create an environment within the Navajo Nation that comprehensively promotes economic growth, the development of Navajo businesses and its infrastructure, in all sectors of the Navajo Nation to create a sustainable economy, to improve living standards, and to enhance the creation and retention of jobs and businesses; and

WHEREAS, San Juan County seeks to build a strong, resilient, self-sufficient community with a diverse economy, a highly-trained workforce and thriving local businesses; and

WHEREAS, by this MOU and future related agreements with the Bureau of Indian Affairs (BIA), the Nation and San Juan County wish to establish a framework for cooperation with respect to a railway development and related community and business developments of mutual interest and benefit; and

WHEREAS, the Nation previously initiated a railway development project with the purpose of enhancing transportation of goods and materials in support of its efforts to promote and develop businesses in the Navajo Nation economy and the region; and

WHEREAS, San Juan County has previously supported regional efforts to study railway alignment and economic feasibility; and

WHEREAS, it is the mutual desire of the Nation and San Juan County to achieve their goals and work in harmony for the common purpose of supporting the regional economy, preserving the environment, and protecting the public health, safety, and welfare of the people of the Nation and San Juan County through an improved relationship between the Parties; and

WHEREAS, each Party to this MOU respects the sovereign status of the other and wishes to establish procedures to fully implement the government-to-government relationship with

respect to a railway development and related community and business development projects of mutual interest and benefit. In recognition of the sovereign status of the Nation, San Juan County respects the continued existence of the Nation's government, values, cultures, codes, and laws; and

WHEREAS, the Nation has authority, as a sovereign nation, to enter into this MOU and participate in a railway development and related community and business development projects of mutual interest and benefit with San Juan County; and

WHEREAS, San Juan County has authority to enter into this MOU and participate in a railway development and related community and business development projects of mutual interest and benefit with the Nation, pursuant to the laws of the State of New Mexico.

NOW, THEREFORE, the Parties hereby agree to the following:

II. PURPOSES AND OBJECTIVES

- A. This MOU is intended to build confidence and trust between the Parties in order to improve communications.
- B. The MOU lays the foundation and framework for developing specific Inter-governmental Agreements (IGA) and other agreements between the Parties to collaborate on development of railroad transportation in San Juan County, NM, both within and beyond the Nation's boundaries through studies, plan designs and engineering, construction, and other efforts necessary to accomplish a railway development and related community and business development projects of mutual interest and benefit.
- C. This MOU is intended to formalize the government-to-government relationship in accordance with applicable laws.
- D. This MOU is intended to recognize the efforts of each Party to support the regional economy, preserve the environment, and protect the public health, safety, and welfare of all persons within its respective territorial jurisdiction.
- E. This MOU is intended to encourage consultation and cooperation between the Parties on railway and related community and business development projects of mutual interest and benefit.
- F. This MOU seeks to identify and remove any barriers to a direct and effective working relationship between the Parties.

III. AGREEMENT AND RESPONSIBILITIES

- A. The primary points of contact for carrying out the purposes and objectives of this MOU shall be the Division Director of the Nation's Division of Economic Development and the County Manager of San Juan County.
- B. The primary contacts, as described in paragraph III.A, and selected members of the staffs of the Nation and San Juan County will meet regularly and as frequently as is necessary to pursue the opportunities to develop railway and related community and business development projects of mutual interest and benefit, and to identify and remove obstacles impairing the achievement of these related objectives and tasks.
- C. Upon identification of a specific railway and related community and business development project, appropriate for joint cooperation and participation, the primary contacts and selected members of their staffs will meet at least quarterly until the project is complete, to discuss the progress and set priorities for the next meeting.
- D. Upon identification of a specific transportation project, appropriate for joint cooperation and participation, the parties will, by joint resolution or other appropriate measure, enter into a project-specific IGA or other governing agreement.
- E. The Parties, while acknowledging that funding limitations may exist for either Party, agree to jointly or individually pursue funding for railway and related community and business development projects of mutual interest and benefit, consistent with the principles, purposes and objectives stated above. Nothing in this MOU shall be construed as obligating either Party to expend funds or to make future payments in excess of appropriations authorized by a governing agreement or by each respective Party's laws.

IV. AGREEMENT TO WORK IN GOOD FAITH

- A. In good faith, the County Manager and other San Juan County employees, in their official capacities or through their designees, shall endeavor to implement the terms of this MOU.
- B. In good faith, the President of the Navajo Nation or his designees, shall endeavor to implement the terms of this MOU.

V. RESERVATION OF RIGHTS

In executing this MOU, neither the Nation nor San Juan County waives any rights, including but not limited to treaty rights, sovereign immunities, or jurisdictional defenses based on their laws. Nothing in this MOU shall be construed as a waiver of the Navajo Nation's sovereign immunity, a grant of the Navajo Nation's consent to be sued, or a grant of the Navajo Nation's consent to the jurisdiction of any federal or state court. Nothing in this MOU creates, implies, nor should be construed to create any right of action by either Party against the other, or in any third party.

VI. DISPUTE RESOLUTION

All disputes and controversies regarding this MOU shall be resolved by the Navajo Nation Division of Economic Development Director and the County Manager of San Juan County. If these officials are unable to resolve the dispute or controversy, the Navajo Nation President and the Chairman of the Board of County Commissioners of San Juan County, may participate in the resolution.

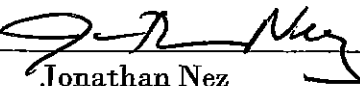
VII. EFFECTIVE DATE, TERMINATION AND AMENDMENT

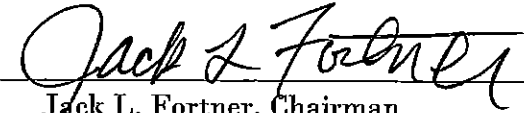
This MOU shall become effective when signed by both Parties and shall remain in force for five (5) years. Termination may be initiated by either Party after thirty (30) days' notice to the other of its intention to terminate. Amendments, including any extension of this MOU, must be approved by both Parties in writing.

WHEREFORE, the duly authorized officials of the Parties have executed this Memorandum of Understanding on the dates affixed by their signatures with the effective date as stated above.

NAVAJO NATION

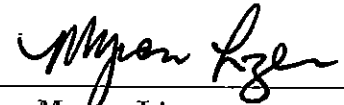
SAN JUAN COUNTY, NEW MEXICO

By: 
Jonathan Nez
President

By: 
Jack L. Fortner, Chairman
Board of County Commissioners

Date: 02-20-2020

Date: 2-20-2020

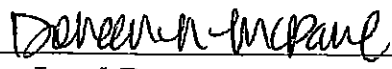
By: 
Myron Lizer
Vice President

Date: 2/20/2020

APPROVED AS TO FORM

NAVAJO NATION

SAN JUAN COUNTY, NEW MEXICO

By: 
Legal Representative

By: 
Legal Representative

Date: 2/20/2020

Date: 2/20/2020