

## **MEMORANDUM OF AGREEMENT**

**Between**

**SAN JUAN COUNTY, UTAH**

**(Hereafter "THE COUNTY")**

as represented by the San Juan County Board of Commissioners

**And**

**NAVAJO NATION**

**(Hereafter "THE NAVAJO")**

as represented by the Executive Director, Navajo Nation Division of Natural Resources

(collectively "the Parties")

### **WHEREAS:**

- A. The Navajo have deep connections to their ancestral lands and continue to exercise their sustenance, social, ceremonial and spiritual traditions in support of their beliefs and practices across San Juan County;
- B. Likewise many residents of San Juan County, many from early pioneer days, have similarly strong attachments to the land and their way of life;
- C. The mountains, mesas and red rock canyons of San Juan County are landscapes of national and global significance for their archaeological, cultural, recreational, economic, scenic, wildlife and wilderness values;
- D. Other natural resources of significance to the County include: minerals, vegetation for grazing, timber, water resources, etc;
- E. These landscapes have been the subject of debate and uncertainty over their use and management;
- F. San Juan County is a political subdivision of the State of Utah legally responsible for all planning decisions made in the County on behalf of its residents;
- G. San Juan County, recognizes the interest that the Navajo Nation, as a Government with jurisdiction on the Navajo Portion of San Juan County, has on behalf of the Utah Navajo;
- H. The Parties acknowledge that they have strong mutual interests in promoting sustainable management of public lands, and in the wellbeing of current and future San Juan County residents.

## **THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **1 Objectives and Desired Outcomes**

- 1.1 The Parties agree to work together in the spirit of mutual respect and cooperation to recognize and consider how to effectively manage the outstanding natural, cultural and recreational resources on state and federal lands in San Juan County, as well as the socio-economic conditions for the enhancement of the quality of life for all San Juan County residents.
- 1.2 To promote the objectives in section 1.1, the Parties agree to collaborate to further the following specific outcomes:
  - 1.2.a Enhanced management of cultural and natural resources of importance to the Navajo, the County, and the general public;
  - 1.2.b Enhanced opportunities for economic and cultural development on lands within San Juan County;
  - 1.2.c Reduced conflict and increased certainty over land and resource management, including wilderness and access issues on public lands;
  - 1.2.d Improved communication and collaboration between the Navajo and the County in the management of federal lands within the County;
  - 1.2.e Enhanced access to financial resources to support long-term achievement of the above objectives and desired outcomes.

### **2 Scope of Collaboration**

- 2.1 Over the next eighteen (18) months, the Parties will, according to an agreed schedule, meet to coordinate and collaborate in furtherance of the above objectives and on current issues and land planning efforts within or affecting the County. Each party will support these meetings with attendance appropriate to the agenda for each meeting. Issues will include:
  - 2.1.a The design and establishment of a Joint San Juan County and Navajo Land Forum to oversee implementation of this MOA, including development of a timeline, budget, work plan, and congressional and state outreach and stakeholder engagement strategies;
  - 2.1.b Development of options for federal policy and Congressional land use legislation to enhance conservation and sustainable development of San Juan County public lands;
  - 2.1.c Review of County, state, federal and other planning efforts including County Master Plan;
  - 2.1.d Discussion of possible SITLA/BLM land exchanges;
  - 2.1.e Collaborative management arrangements to improve communication and coordination with federal and state agencies; and,
  - 2.1.f Opportunities to collaborate on community development projects within San Juan County and on the Navajo Reservation in Utah.

### **3 Renewal of this Framework Agreement**

- 3.1 At the conclusion of the term of this Agreement, the Parties will undertake an evaluation of outcomes and, based on this evaluation, may negotiate a renewal of this Framework Agreement to:
  - 3.1.a Guide implementation of the recommendations resulting from this Framework Agreement; and,
  - 3.1.b Address other matters of importance to the Parties.

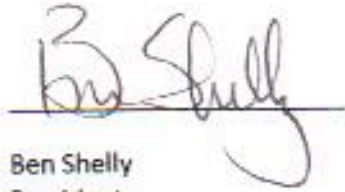
### **4 General Provisions**

- 4.1 Other than as expressly provided in this Memorandum of Agreement and any agreement reached pursuant to it, this Memorandum of Agreement does not create, recognize, define, deny, limit or amend any of the legal rights and responsibilities of the Parties.
- 4.2 This Memorandum of Agreement may be amended or renewed by written agreement of the Parties.
- 4.3 This Memorandum of Agreement will remain in effect for 18 months or until terminated by either or both of the Parties by written notice to the other, and such notice shall state the reason(s) for termination. Subject to available appropriations, both Parties shall honor funding commitments made prior to the date of termination.

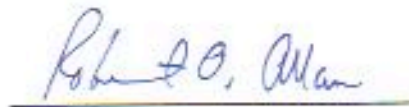


IN WITNESS WHEREOF the Parties have executed this Memorandum of Agreement on the 4<sup>th</sup> day of December, 2012.

SIGNED on behalf of the Navajo Nation



Ben Shelly  
President  
Navajo Nation



Witness

SIGNED on the behalf of the Board of San Juan County Commissioners



Bruce Adams  
Chairman, Board of Commissioners



Witness



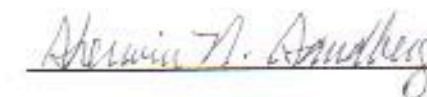
Kenneth Maryboy  
Vice Chair, Board of Commissioners



Witness



Phil Lyman  
Commissioner



Witness