

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
25th NAVAJO NATION COUNCIL -- Fourth Year, 2026

AN ACTION RELATING TO THE LAW AND ORDER AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING THE MUTUAL AID AGREEMENT BETWEEN THE NAVAJO NATION DIVISION OF PUBLIC SAFETY, NAVAJO POLICE DEPARTMENT AND SAN JUAN COUNTY SHERIFF'S OFFICE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Navajo Nation established the Law and Order Committee as a standing committee of the Navajo Nation Council empowered to provide oversight over law enforcement and to support effective cooperation and coordination between Navajo Nation law enforcement agencies and that of various states and federal government law enforcement agencies. The Law and Order Committee is also empowered to grant approval for agreements negotiated by justice systems entities, administrative legal tribunals and public safety programs with other federal, state, international, tribal, regional, and local governmental agencies, subject to Naabik'íyáti' Committee approval when required by law. 2 N.N.C. §§ 600(C) and 601(B)(1)(a),
- B. The Naabik'íyáti' Committee was established as a standing committee of the Navajo Nation Council empowered to coordinate all federal, county and state programs with other standing committees and branches of the Navajo Nation government to provide the most efficient delivery of services to the Navajo Nation and to review and continually monitor the programs and activities of federal and state departments and to assist development of such programs designed to serve the Navajo People and the Navajo Nation through intergovernmental relationships between the Navajo Nation and such departments. 2 N.N.C. § 701(A)(4), (7) and (8),

SECTION TWO. FINDINGS

- A. The Mutual Aid Agreement between the Navajo Nation Division of Public Safety, Navajo Police Department, and San Juan Sheriff's Office the ("Agreement"), is entered into pursuant to Navajo Nation and State of New Mexico laws and is predicated on a government-to-government relationship between the Navajo Nation and San Juan County. The Mutual Aid Agreement is attached as Exhibit A.

- B. The intent and purpose of the Agreement is to provide cooperative law enforcement operations and voluntary mutual aid in the event of disasters or emergencies within each party's jurisdiction.
- C. Navajo Nation Department of Justice reviewed the Agreement and determined it to be legally sufficient. The Department of Justice review is attached as Exhibit B.

SECTION THREE. APPROVALS

- A. The Navajo Nation approves the Mutual Aid Agreement, as provided in the attached Exhibit A, between the Navajo Nation Division of Public Safety, Navajo Police Department, and San Juan County Sheriff's Office, a political subdivision of the State of New Mexico.
- B. The Navajo Nation authorizes the President of the Navajo Nation, Division Director of the Navajo Nation Division of Public Safety, Chief of Police of the Navajo Police Department and Department of Justice to execute and effectuate the Agreement between the Navajo Nation Division of Public Safety, Navajo Police Department and San Juan County Sheriff's Office.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 25th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 14 in Favor, and 00 Opposed, on this 14th day of May 2026.


Honorable Crystalyne Curley, Chairwoman
Naabik'íyáti' Committee

5/18/2026

Date

Motion: Honorable Vince R. James
Second: Honorable Arbin Mitchell

Chairwoman Crystalyne Curley not voting



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NAVAJO NATION AND THE SAN JUAN COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding is entered into between the San Juan County Sheriff's Office (hereinafter SJCSO) and the Navajo Nation Police Department (NNPD) (both parties will be collectively referred to as the "parties").

WHEREAS, This Agreement is based on mutual respect for and recognition of the inherent sovereignty of the Navajo Nation and San Juan County, New Mexico and the laws enacted by each sovereign, and

WHEREAS, The parties intend to provide for voluntary mutual aid in the event of disasters or emergencies with indicators of imminent threat to human life within the Navajo Nation's jurisdiction within San Juan County, pursuant to the terms of this MOU;

NOW THEREFORE, The parties hereby agree to the following:

1. Navajo Nation Police Department agrees:
 - a. If NNPD wishes to request assistance or mutual aid from SJCSO in matters regarding imminent threat against human life, the request can be made by the rank of sergeant or above through a request to the San Juan County Communications Authority dispatch center.
 - b. To recognize that SJCSO deputies always remain under the direct control of the San Juan County Sheriff's Office.
 - c. The NNPD will be fully responsible for making and processing arrests, the impounding or safeguarding of lives and/or property, and charging subjects in Tribal Courts when appropriate, within the territorial boundaries of Navajo Nation jurisdiction. If an assisting Deputy takes a person or property into custody while in the requesting party's jurisdiction, the NNPD shall make an officer available at the earliest possible time to allow the Deputy to relinquish custody of said person or property to an officer of the NNPD for disposition in accordance with the laws of the NNPD jurisdiction.
 - d. In the event a SJCSO deputy uses force, that they shall cooperate with the SJCSO internal investigation and respond in a timely manner to requests for videos, reports, documentation, and interviews with NNPD officers.
2. San Juan County Sheriff's Office agrees:
 - a. To promptly respond to requests for mutual aid contingent upon resources, equipment, and personnel at the discretion and direction of the Sheriff or his designee.
 - b. Operate within departmental policies of the San Juan County Sheriff's Office while providing mutual aid.

3. Nothing in this Agreement or in any future amendments, shall be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to the various governmental immunity laws, each party will defend any lawsuit brought against it and there is no indemnity between the parties. In addition, the Parties shall not be considered employees of the other Party, and this Agreement shall not be construed to create an interlocal partnership, joint venture, relationship of employer-employee or principal-agent, or to create any liability for one Party with respect to any liabilities or obligations of the other Party.
4. The San Juan County Sheriff's retains all rights to release statements and/or video related to events SJCSO participated in on the Navajo Nation at their discretion. Investigative protections will be considered but sole authority to release remains with the San Juan County Sheriff's Office.
5. The Parties agree that exclusive jurisdiction over charging decisions in relation to an SJCSO deputy's actions shall rest solely with the United States Attorney's Office, and the Navajo Nation will initiate no independent or contrary actions against said deputies.
6. Effective Date, Term, and Termination: The agreement shall be effective as of the date of approval of the Governor per NMSA 29-8-3. This MOU shall terminate upon the current San Juan County Sheriff, Shane Ferrari, leaving office, unless terminated sooner in writing by either party.

Navajo Nation

Signature

Name: _____

Title: _____

Date: _____

APPROVED BY:

Governor of the State of New Mexico
Per NMSA 29-8-3

Date: _____

San Juan County, NM

R. Shane Ferrari, Sheriff

Date: _____

Mike Stark, County Manager

Date: _____

APPROVED AS TO FORM

San Juan County Attorney

Document No. 025834

Date Issued: 12/18/2025

SECTION 164 REVIEW FORM

Title of Document: Memo of Understanding SJCSO and NNPD Contact Name: SILVERSMITH, RONALD D

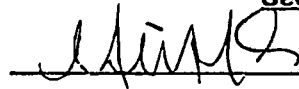
Program/Division: DIVISION OF PUBLIC SAFETY

Email: rsilversmith@navajo-nsn.gov Phone Number: (928)357-6206

Check document category; only submit to category reviewers. OMB, OOC and OAG have 5 working days, except BRD has 2 working 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)

Division Director:



Date:

12/21/2025

☐

Statement of Policy or Positive Law:

Sufficient

Insufficient

1. OAG:

Date:


IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)

1. OMB:

Date:



2. OOC:

Date:



3. OAG:



Date:

1/9/26


Section 164(B)

Division Director:

Date:


Grant/Funding Agreement or amendment:

1. OMB:

Date:



2. OOC:

Date:



3. OAG:

Date:


Subcontract/Contract expending or receiving funds or amendment:

1. BRD:

Date:



2. OMB:

Date:



3. OOC:

Date:



4. OAG:

Date:


Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:

1. OAG:

Date:


M.O.A. or Letter of Assurance expending or receiving funds or amendment:

1. OMB:

Date:



2. OOC:

Date:



3. OAG:

Date:



Office of the President/Vice President

Date:

NAVAJO NATION DEPARTMENT OF JUSTICE



DOCUMENT REVIEW REQUEST COVER SHEET

DOJ USE ONLY

December 30, 2025

DATE / TIME

NNDOJ #: See HighQ

DOC #: 025834

UNIT: Human Services/ Government

RESUBMITTAL: {...}

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

CLIENT TO COMPLETE			
DATE OF REQUEST:	December 30, 2025	DIVISION:	Division of Public Safety
CONTACT NAME:	Ronald Silversmith, Police Chief Michael Henderson, Director		
PHONE NUMBER:	9283576204	E-MAIL:	rsilversmith@navajo-nsn.gov
TITLE OF DOCUMENT: Memo of Understanding NNPD and SJCSO			
UNIT REVIEW			
DATE/TIME IN UNIT: December 30, 2025		REVIEWING ATTORNEY/ADVOCATE: Navalyn Platero	
DATE/TIME ATTORNEY REVIEW COMPLETE: {...}			
DATE/TIME OUT OF UNIT: See email transmitting completed document			
DOJ ATTORNEY / ADVOCATE COMMENTS			
Sufficient. The mutual aid agreement between the NPD and San Juan County Sheriff's Office is deemed an intergovernmental agreement. An intergovernmental agreement is an agreement between the Navajo Nation and another government that involve a sharing of governmental powers. 2 N.N.C. 11. Under 2 N.N.C. 164(A), the DPS/NPD must obtain legislative approval for an intergovernmental agreement via a resolution by the Naabik'iyati' Committee so the Navajo Nation President may execute the agreement on behalf of the Executive Branch. NRP. 2026.1.9			
LEGAL STATUS: {...}		SURNAMED BY: {...} See Document Review signature sheet for date/time	

NAVAJO NATION

Naabik'iyati' Committee Regular Meeting

5/14/2026
11:01:30 AM

Amd# to Amd#	New Business: Item A. (CONSENT)
MOT James, V	0045-26/0046-26/0073-26/0082-26/
SEC Mitchell, A	0086-26/0087-26/0064-26/0077-26

PASSED

Yeas : 14

Nays : 0

Excused : 3

Not Voting : 6

Yea : 14

Begay, H	Daniels, H	Notah, N	Slater, C
Begay, N	James, V	Simonson, G	Yazzie, C
Claw, S	Mitchell, A	Simpson, D	Yazzie, L
Crotty, A	Nez, T		

Nay : 0

Excused : 3

Nez, A	Nez, R	Charles-Newton, E
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Not Voting : 6

Jesus, B	Parrish, S	Tso, O	Yanito, C
Johnson, C	Tolth, G		

Presiding Speaker: Curley, C