

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE NAVAJO NATION  
AND SAN JUAN COUNTY, UTAH**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")** is made and entered into this 10<sup>th</sup> day of October, 2024 ("Effective Date") by and between the Navajo Nation (the "Nation"), and San Juan County, a political subdivision of the State of Utah (the "County").

**WHEREAS**, the County wants to address accessibility barriers at the facilities it utilizes for polling places on the Navajo Nation;

**WHEREAS**, the County's polling places are located at Chapter facilities, all within the exterior borders of the Nation on property owned by the Nation;

**WHEREAS**, the County utilizes Chapter facilities that are directly controlled by the Nation;

**WHEREAS**, the Nation is a sovereign entity within the United States not subject to Title II of the ADA which covers state and local governments, but recognizes the value to its residents of removing barriers to accessibility at polling places;

**WHEREAS**, the County has the authority pursuant to § 11-13-101 et all, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

**WHEREAS**, the County seeks to execute an IGA with the Nation to go onto chapter property and make permanent improvements for ADA accessibility, mainly in the form of leveling parking spaces, adding ramps or ramp systems for wheelchair and walker access, and marking spaces with appropriate paint and signage.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Purpose.** The purpose of this IGA is for the County to make improvements to ADA accessibility at the following chapter facilities:

a. Non-LGA Certified Chapters: Navajo Mountain, Aneth, Montezuma Creek and Red Mesa.

**2. Work to be performed at each facility.** Work to be performed at each facility shall be as stated in Exhibit A, attached. The County will only make the alterations as stated in Exhibit A. If additional alterations appear necessary, the County will get permission for those alterations in writing before making the alteration.

3. **Funding.** The State of Utah will provide the County funding for the above-named improvements in which the County will pay a contractor for work performed. Work will be managed by San Juan County employees or work performed by independent contractors hired by the County.

4. **Permission to Enter Premises.** By signing this agreement, the Navajo Nation hereby gives the County and independent contractors hired by the County permission to enter and perform temporary election accessibility fixes and construction activity as described in Exhibit A. The County will give one week's written notice by letter or email of its intent to perform work at a facility addressed to the Chapter President or his/her designee at each chapter facility where work is to be done. In addition to written notice, the County will call each Chapter Facility with the date and time it proposes to perform the work. Using the same procedure, the County may make additional visit to assess the condition of the ada improvements including handicapped signage and parking space markings for election accessibility prior to general elections.

5. **Contacts for the Parties.** The contact person and information for each party is as follows:

**San Juan County, Utah**  
Chief Administrative Officer  
P.O. Box 9  
Monticello, Utah 84535  
Office (435) 587-3225  
Email: [mmcdonald@sanjuancounty.org](mailto:mmcdonald@sanjuancounty.org)

**Navajo Nation**  
Navajo Nation Department of Justice  
P.O. Box 2010  
Window Rock, Arizona 86515  
Office (928) 871-6343  
Email: [kbelzowski@nndoj.org](mailto:kbelzowski@nndoj.org)

6. **Jurisdiction and Liability.**

A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the Nation's facilities. Except as expressly set forth herein, the County shall have no authority, responsibility or liability in connection with any alterations made to facility property.

B. Neither the Nation nor the County waive any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the Nation, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the Nation's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.

C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to

the other party to this IGA.

D. The Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

E. The County acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they directly result from the negligence of County employees or contractor. The liability of the County shall be subject to the immunities and limitations provided for under the Utah Governmental Immunity Act.

7. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the San Juan County Board of County Commissioners. This IGA shall terminate 2 years after the effective date or when the work is completed, whichever is earlier.

8. **Amendment / Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of the Nation and the County.

9. **Termination.** Either the Nation or the County may terminate this IGA by providing written notice of termination to non-terminating party. Termination is effective thirty (30) days after written notice is received by non-terminating party. Written notice shall be provided via certified mail to the addresses indicated in Section 5.

10. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.

11. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.

12. **Use of County Employees.** It is understood and agreed that the County will utilize its existing employees to manage the work performed by the County and its independent contractor under the terms of this agreement and that any replacement employees or contractor or additional employees or additional contractors that are hired by the County to perform the work shall be hired pursuant to the provisions of San Juan County's personnel ordinance and applicable Utah statutes and constitutional provisions. Independent contractors shall be hired pursuant to

the Utah Procurement Code.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

**NAVAJO NATION**

\_\_\_\_\_  
Buu Nygren, President  
Navajo Nation

\_\_\_\_\_  
Date

**SAN JUAN COUNTY,  
UTAH**

\_\_\_\_\_  
Jaime Harvey, Chairman  
Board County Commissioners  
San Juan County

\_\_\_\_\_  
Date

**EXHIBIT A**



377 West 300 South  
 Blanding, Utah 84511  
 435-678-2766

# PROPOSAL



**Tri-Hurst Construction**

PROPOSAL SUBMITTED TO San Juan County		PHONE 435-587-3225	DATE 27 August 2024
STREET		EMAIL <a href="mailto:mmcdonald@sanjuancounty.org">mmcdonald@sanjuancounty.org</a> <a href="mailto:samlong@sanjuancounty.org">samlong@sanjuancounty.org</a>	
CITY, STATE and ZIP CODE Monticello UT, 84535		JOB NAME Chapter House ADA Upgrades	
ARCHITECT	DATE OF PLANS 08/27/24	JOB LOCATION Navajo Nation Chapter Houses – San Juan County	

We hereby submit specifications and estimates for:

ADA Upgrades per attached plans for the Following Chapter Houses

Montezuma Creek - \$1,847

- Paint ADA parking stalls on existing concrete slab
- Install ADA parking sign

Aneth - \$1,859

- Paint ADA parking stalls on existing asphalt
- Install ADA parking sign

Red Mesa - \$5,997

- Install concrete loading zone and accessible ramp adjacent to both main entrances
- Install concrete bumpers at both ADA parking stalls
- Install ADA parking signs at both ADA stalls
- Paint hash marks on new concrete loading zone

Navajo Mountain - \$7,481

- Demolish existing sidewalk running from building entry to parking lot. Repour flush with asphalt parking and match width of existing entry concrete.
- Remove existing striping paint in designated ADA parking stall. Repaint stall with a designated loading zone to one side.
- Replace wooden ADA parking sign with reflective metal sign.

**We Propose** hereby to furnish material and labor--complete in accordance with above specifications, for sum of:  
 Seventeen Thousand One Hundred Eighty Four Dollars (\$17,184)

Payment terms are net 30 days of invoicing. Contractor shall be entitled to 18% annual interest after payment deadline and is entitled to attorney fees and collection expenses to collect any unpaid balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be withdrawn by us  
If not accepted within **30** days

**Acceptance of Proposal**-This bid may be accepted in any of the following manners: (1) Signature on the Proposal; (2) client requests and/or allows contractor to perform work; (3) client pays contractor deposit for the work.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_









**Tri-Hurst Construction**  
 Blanding, Utah 84511  
 435-678-2766  
 www.tri-hurstconstruction.com

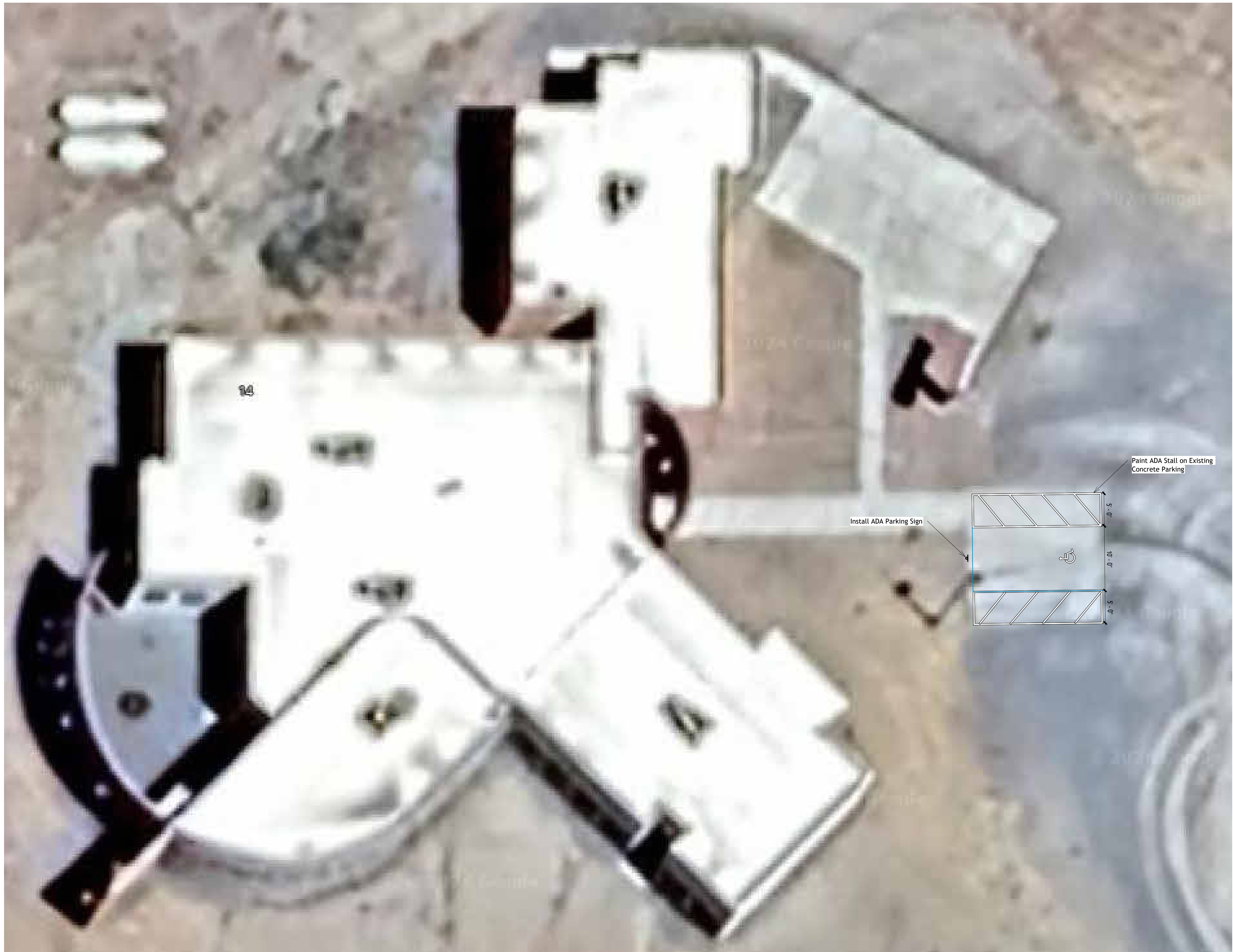
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No.	Description	Date

**Chapter House ADA  
 Improvements  
 Montezuma Creek**

Project number \_\_\_\_\_ Project Number \_\_\_\_\_  
 Date \_\_\_\_\_ Issue Date \_\_\_\_\_  
 Drawn by \_\_\_\_\_ Author \_\_\_\_\_  
 Checked by \_\_\_\_\_ Checker \_\_\_\_\_

**S301**

Scale 1/8" = 1'-0"



**Tri-Hurst Construction**

Blanding, Utah 84511

435-678-2766

www.tri-hurstconstruction.com

Consultant  
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No.	Description	Date

### Chapter House ADA Improvements

Aneth

Project number Project Number

Date Issue Date

Drawn by Author

Checked by Checker

# S401

Scale 3/16" = 1'-0"



Paint ADA Parking Stall on Existing Asphalt

Install ADA Parking Sign

352

352

352

zone

zone

zone