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INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE HOPI INDIAN TRIBE
AND
THE NAVAJO NATION

The Hopi Indian Tribe and the Navajo Nation, through their duly authorized representatives, agree as follows:

1. This is an interim agreement concerning livestock control within the Moenkopi Administrative Area as designated in 25 U.S.C. § 640d-9(f), pending a decision in the case of Masayesva v. Zah, No. CIV 74-842 PHX-EHC (U.S. District Court for Arizona) as provided for in paragraph 8 of this intergovernmental agreement.

2. By entering this agreement, the Hopi Indian Tribe does not waive any arguments raised in Masayesva v. Zah, No. CIV. 74-842 PHX-EHC (D. Ariz.), nor does it concede that the Navajo Nation has exclusive or concurrent jurisdiction over matters arising within the Moenkopi Administrative Area. Likewise, the Navajo Nation does not waive any arguments raised in Masayesva v. Zah, nor does it concede that the Hopi Indian Tribe has exclusive or concurrent jurisdiction, in matters other than construction, in the Moenkopi Administrative Area. This agreement shall not be deemed a waiver of either party's respective position that it presently has judicial and/or regulatory jurisdiction over the Moenkopi Administrative Area.

3. The Hopi Indian Tribe and its members are concerned that any livestock grazing by any Navajo or Hopi within the Moenkopi Administrative Area can damage residential, farming,

business, and residential areas. The Navajo Nation and its members are concerned that the boundary of the Administrative Area is not fenced adequately to prevent livestock grazed on the open range from entering the Area, and that internal fences around fields, ponds, and residential areas are not adequate to keep livestock out of those areas.

4. To address the foregoing concerns, the Navajo Nation agrees that livestock entering the Administrative Area may be detained, but not impounded, by the Hopi Indian Tribe immediately. Any such livestock bearing a Navajo brand, or unbranded livestock which may belong to members of the Navajo Nation, shall be detained at the corral maintained by the Hopi Indian Tribe within the Administrative Area (the "Moenkopi corral") as set forth herein.

5. Such livestock shall be detained in the Moenkopi corral for a period of five (5) working days, plus weekends and holidays, after written notice of the livestock detention is received by the Director of the Navajo-Hopi Legal Services Program, located at 117 Main Street, Tuba City, Arizona, and by the Navajo Resources Enforcement Officer, located at Kerley Valley, Arizona. The written notice shall describe the number and type of livestock detained, any identifying marks, and the name of the livestock owner, if known.

6. To address the concerns set forth above, the Hopi Tribe agrees that within the five-day period described in paragraph 5, the detained livestock shall be released to the livestock owner, or a Navajo Nation employee or officer, provided that such person

removes the livestock forthwith from the Moenkopi Administrative Area. No fine or charge shall be required by the Hopi Tribe for livestock claimed and removed within the five-day period, except for reimbursement of expenses as follows:

a. For the expense of rounding up the livestock, ten dollars ($10) per head of horses or cattle and five dollars ($5) per head of sheep or goats; and

b. For the expense of feeding and watering the livestock eight dollars ($8) per head per day for horses and cattle and two dollars ($2) per head per day for sheep or goats.

7. If the livestock are not removed within the five-day period described in paragraph 5, then the detained livestock may be impounded by the Hopi Indian Tribe after its full compliance with the presently existing requirements of Ordinance 43 as enacted by the Hopi Tribal Council in Resolution No. H-49-89. After a proper impoundment, the livestock may be redeemed only under the procedures set forth in Ordinance 43. As noted in paragraph 2, agreement to this provision shall not be deemed a concession by the Navajo Nation of the Hopi Indian Tribe's present regulatory jurisdiction over the Administrative Area in grazing matters.

8. This agreement shall remain in effect, at a minimum, until ninety (90) days after the United States District Court enters a decision in Masayesva v. Zah concerning title to the Administrative Area. It shall continue in effect thereafter, until either party cancels the agreement by first providing sixty (60)

days written notice to the chief executive officer of the other party.

9. This agreement is binding upon the parties hereto and their respective agents and assigns.

Dated: 11/1/91

Chairman
The Hopi Indian Tribe

Dated: 10/25/91

President
The Navajo Nation