

RESOLUTION OF THE
BUDGET AND FINANCE COMMITTEE
OF THE NAVAJO NATION COUNCIL

23RD NAVAJO NATION COUNCIL - Third Year, 2017

AN ACTION
RELATING TO LAW AND ORDER, BUDGET AND FINANCE COMMITTEES; APPROVING
THE NAVAJO DEPARTMENT OF PUBLIC SAFETY'S SPECIAL REVENUE GAMING
DISTRIBUTION IN THE AMOUNT OF \$1,631,269

BE IT ENACTED:

Section One. Authority

- A. The Law and Order Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. §600(A).
- B. The Law and Order Committee serves as the oversight committee for the Division of Public Safety. 2 N.N.C. §601(C)(1).
- C. The Budget and Finance Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 300(A).
- D. The Budget and Finance Committee has the oversight authority to recommend adoption of resolutions related to the expenditure of the Nation's financial resources. 2 N.N.C. § 300 (C)(1) and (4).

Section Two. Findings

- A. On September 8, 2014 the Law and Order Committee and the Budget and Finance Committee approved the Navajo Department of Public Safety Fund Management Plan relative to Navajo Department of Public Safety providing services at Navajo gaming facilities to protect the Navajo Gaming Enterprise, its guests, employees and assets. See Exhibit A, BFCS-22-14.

- B. The Memorandum of Agreement approved in BFCS-22-14 states that the Navajo Department of Public Safety shall provide law enforcement presence at the Casino facilities operated by the Navajo Nation Gaming Enterprise, including the Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort. See Memorandum of Agreement, dated January 2013 attached to BFCS-22-14.
- C. The Memorandum of Agreement, approved in BFCS-22-14, states that the Navajo Nation Gaming Enterprise will compensate the Navajo Department of Public Safety, for providing law enforcement presence at Fire Rock Navajo Casino, Flowing Water Navajo Casino, and Northern Edge Navajo Casino, with a total monthly payment of \$36,000 with an aggregate amount over a one-year period to equal \$432,000; and the Navajo Nation Gaming Enterprise will compensate the Navajo Department of Public Safety, for providing law enforcement presence to Twin Arrows Navajo Casino Resort, with a total monthly installment of \$25,000 and the total amount over a one-year period to equal \$300,000. The compensation paid by the Navajo Nation Gaming Enterprise to the Navajo Department of Public Safety is pursuant to the fund management plan with deposits made to the Office of the Controller. See Memorandum of Agreement, dated January 2013 attached to BFCS-22-14.
- D. The Fund Management Plan, amended in BFCS-22-14, states the Navajo Department of Public Safety will use the funds generated to support the operation needs of Navajo Department of Public Safety officers and the Department of Corrections, including using the fund for personnel related expenses for overtime, training, lodging, meals, travel, equipment, supplies and awards; in addition the funds will be used to purchase new patrol vehicles and for associated expenses, including fees, insurance and repair work. See Fund Management Plan attached to BFCS-22-14.

E. The Fund Management Plan amended in BFCS-22-14, states the Navajo Department of Public Safety Division Director, in a manner prescribed by Navajo Nation policy, procedure, law, rule and regulation, shall prepare an annual budget for the fund and that the budget will be reviewed and approved by the appropriate offices and authorities. See Fund Management Plan attached to BFCS-22-14. Department of Public Safety - Special Revenue Gaming Budget forms attached as **Exhibit B**.

F. The Office of the Controller verifies the unaudited balance of the DPS-Special Gaming Fund is \$1,631,269. See Memorandum of the Office of the Controller, dated July 14, 2016, attached as **Exhibit C**.

G. The Office of Management and Budget has reviewed the budget request and raised concerns; the Navajo Division of Public Safety addressed the concerns. See Memorandum of the Office of Management and Budget and Response Memorandum of the Division of Public Safety, dated June 28, 2016 and September 12, 2016 respectively, attached as **Exhibit D-1 and D-2**.

Section Three. Approval

A. The Navajo Nation, having received certification by the Office of the Controller of the availability of certain funds, hereby approves the Department of Public Safety - Special Revenue Gaming Budget for Fiscal Year 2017 at \$1,631,269 as found in Exhibit B.

B. The appropriation of \$1,631,269 shall be to the Division of Public Safety, Business Unit Number 507010, as identified in Exhibit B.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Budget and Finance Committee of the Navajo Nation Council at a duly called meeting held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 3 in favor, 0 opposed, this 17th day of January, 2017.



Honorable Seth Damon, Chairperson
Budget and Finance Committee

Motion: Honorable Dwight Witherspoon

Second: Honorable Tom T. Chee



BFCS-22-14

RESOLUTION OF THE
BUDGET AND FINANCE COMMITTEE
OF THE 22ND NAVAJO NATION COUNCIL

22ND NAVAJO NATION COUNCIL - FOURTH QUARTER, 2014

AN ACTION

RELATING TO LAW AND ORDER AND BUDGET AND FINANCE; APPROVING THE
AMENDED NAVAJO DIVISION OF PUBLIC SAFETY FUND MANAGEMENT PLAN

BE IT ENACTED:

Section One. Findings and Purpose

1. On April 23, 2013, the Law and Order Committee approved the 2012 Memorandum of Agreement (MOA) between the Navajo Nation Gaming Enterprise (NNGE) and the Navajo Division of Public Safety (NDPS), BFMY-15-13.
2. Also, on April 23, 2013, the Law and Order Committee approved the NPDS Fund Management Plan with an amendment that fund expenditures include the Department of Corrections personnel, BFMY-15-13.
3. On May 7, 2013, the Budget and Finance Committee approved both the MOA and NPDS Fund Management Plan with the Law and Order Committee's amendments, BFMY-15-13.
4. In January 2013, the NNGE and NDPS amended the MOA to include NDPS services at Twin Arrows Navajo Casino Resort and increased the termination notice from ninety (90) days to one hundred twenty (120) days, EXHIBIT B.
5. Additionally, the NDPS amended the Fund Management Plan to include the Law and Order Committee's 2013 amendments, fund expenditures include the Department of Corrections personnel, EXHIBIT C.
6. The NDPS amended Fund Management Plan also requires the Navajo Nation Controller's Office to establish a new fund, "special revenue", separate from the NDPS Administration General Fund Account #116018, EXHIBIT C.

7. The "special revenue" fund "is used to account for general government financial resources that are restricted by law or contractual agreement to specific purposes other than debt service or major capital projects." EXHIBIT A, Controller's Memorandum.

Section Two: NDPS Fund Management Plan.

1. The Navajo Nation, having received certification by the Office of Management and Budget, Office of the Controller, and Office of the Attorney General, EXHIBIT A, hereby approves the NDPS amended Fund Management Plan.
2. The Navajo Nation hereby directs that all expenditures from the NDPS Fund Management Plan be in strict compliance with the provisions contained therein.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Budget and Finance Committee of the Navajo Nation Council at a duly called meeting held at Window Ropck, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 4 in favor, 0 opposed, this 8th day of September, 2014.

A handwritten signature in black ink, appearing to read "Jonathan Nez".

Jonathan Nez, Vice Chairperson
Budget and Finance Committee

Motion: Danny Simpson
Second: Nelson S. BeGaye

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NAVAJO NATION GAMING ENTERPRISE
AND
THE NAVAJO DIVISION OF PUBLIC SAFETY**

Amendment No. 1

1.0 INTRODUCTION

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is established as a legal entity wholly owned by the Navajo Nation with authority to conduct gaming operations within the Navajo Nation under the auspices of the Indian Gaming Regulatory Act, the Navajo Nation Gaming Ordinance, gaming compacts between the Navajo Nation and the States of Arizona and New Mexico, and regulations and policies related thereto; and

WHEREAS, the Navajo Division of Public Safety ("NDPS") is responsible for enforcing applicable federal and Navajo Nation laws within the territorial jurisdiction of Navajo Indian Country, as defined by 7 N.N.C §254 and 18 U.S.C. §1151, to provide effective and efficient law enforcement services and to protect life and property; and

WHEREAS, the Navajo Nation has established gaming facilities at "Fire Rock Navajo Casino" located within Church Rock Chapter, McKinley County; "Flowing Water Navajo Casino" located within Tsé Daak'aán Chapter, San Juan County; "Northern Edge Navajo Casino" located within Upper Fruitland Chapter, San Juan County; and "Twin Arrows Navajo Casino Resort" located within Leupp Chapter, Coconino County; and

WHEREAS, the presence and operations of the gaming facilities thereby requires an increased law enforcement presence to ensure the safety and security of the Enterprise guests and surrounding communities; and

WHEREAS, the law enforcement demands on NDPS have proportionately increased such that NDPS must endeavor to maintain its usual law enforcement coverage while responding to the increased need for law enforcement at and near the gaming facilities;

NOW, THEREFORE, the Parties agree as follows:

This Agreement shall be effective on the date signed by all Parties and is entered into so that NDPS can provide law enforcement presence at the gaming facilities to protect the Enterprise, its guests, employees and assets. Attached hereto as Exhibit A is the Operating Protocol, which defines key terms of the Agreement, and the Weekly Activity Report Form.

2.0 AUTHORITIES

This Agreement is entered into under the authorities granted to the Parties by Navajo Nation statutes, laws and ordinances.

The Enterprise is authorized by 5 N.N.C. §1705(E) to enter into and to make agreements for lawful purposes of the Enterprise.

NDPS is responsible for enforcing applicable federal and Navajo Nation laws within the territorial jurisdiction of Navajo Indian Country, as defined by 7 N.N.C §254 and 18 U.S.C. §1151.

3.0 SCOPE OF AGREEMENT

NDPS shall provide law enforcement presence at the Casino facilities operated by the Enterprise including Fire Rock Navajo Casino within Church Rock Chapter, McKinley County; Flowing Water Navajo Casino within *Tsé Daak'áán* Chapter, San Juan County; Northern Edge Navajo Casino within Upper Fruitland Chapter, San Juan County; and Twin Arrows Navajo Casino Resort within Leupp Chapter, Coconino County.

4.0 EFFECTIVE DATE, TERM, AND TERMINATION

The terms of this amended Agreement shall become effective on the date signed by all Parties. Commencing April 15, 2013, NDPS shall begin providing services to Twin Arrows Navajo Casino Resort.

This Agreement shall remain in effect for so long as the Enterprise's conduct of gaming on the identified sites continues.

This Agreement may be terminated by either Party with (120) days written notice of intent to terminate the Agreement. Notice to NDPS shall be forwarded to the Executive Director of NDPS via certified mail, return receipt requested at the Navajo Division of Public Safety, P.O. Box 3360, Window Rock, Arizona 86515. Notice to the Enterprise shall be forwarded to the Chief Executive Officer via certified mail, return receipt requested at Navajo Nation Gaming Enterprise, P.O. Box 1700, Church Rock, New Mexico 87311, or such other address as either Party may designate in writing to the other at some future date.

5.0 LAW ENFORCEMENT PRESENCE AND COMPENSATION

The Parties understand and agree that NDPS will provide law enforcement presence at the gaming facilities as part of normal NDPS law enforcement coverage. NDPS Personnel shall remain under the ultimate supervision and control of their respective NDPS Supervisors and Commanders. In the event any law enforcement emergency arises in the Police District from which the Police Officers operate, and such emergency requires the assistance of the assigned Police Officers, the Police Officers will assist in

the emergency and will resume gaming facility patrol as soon as feasible. If however an emergency arises simultaneously in a Police District and at a gaming facility, the Commander or Supervisor will, at his or her discretion, assign coverage in accordance with standard operational guidelines.

5.1 Law Enforcement Presence – Fire Rock Navajo Casino ("FRNC")

The Parties agree that at least two NDPS Personnel will be present at FRNC during the Casino's peak hours of operation which are 4 p.m. to 4 a.m. each day. NDPS Police Officers will provide this coverage in accordance with normal NDPS shifts. Generally, NDPS Personnel will be Police Officers, unless a Criminal Investigator is necessary to investigate criminal activity at the Casino. NDPS Law Enforcement Personnel will work out of the office space provided by FRNC, referred to in Section 6.0. NDPS Police Officers will patrol the FRNC parking lot, respond to calls from the Enterprise or FRNC, and process all detentions or arrests. A Criminal Investigator will investigate any criminal activity that may occur on the Casino property in accordance with applicable laws.

The NDPS Law Enforcement Personnel will check in with FRNC Shift Manager upon his or her arrival and prior to his or her departure. During the shift, NDPS Law Enforcement Personnel will maintain open lines of communication by radio frequency, and, prior to signing off his or her shift, will provide a daily briefing to the FRNC Shift Manager and Security Supervisor. NDPS Law Enforcement Personnel will alert FRNC Security personnel and advise their NDPS superiors of any unusual circumstances at FRNC and of any anticipated problems that may require enhanced police presence at the Casino facility.

5.2 Law Enforcement Presence – Flowing Water Navajo Casino ("FWNC")

The Parties agree that at least one NDPS Police Officer will routinely patrol the FWNC parking lot during the Casino's peak hours of operation which are 4 p.m. to 4 a.m. each day. This coverage will be obtained by NDPS Police Officers working normal NDPS shifts. The NDPS Police Officer will consult with FWNC Shift Manager at least once during his or her patrol. The NDPS Police Officer will alert the FWNC Shift Manager and advise his or her NDPS superiors of any unusual circumstances at FWNC and of any anticipated problems that may require enhanced police presence at the Casino facility.

5.3 Law Enforcement Presence – Northern Edge Navajo Casino ("NENC")

The Parties agree that at least two NDPS Personnel will be present at NENC during the Casino's peak hours of operation which are 4 p.m. to 4 a.m. each day. NDPS Police Officers will provide this coverage in accordance with normal NDPS shifts. Generally, NDPS Personnel will be Police Officers, unless a Criminal Investigator is necessary to investigate criminal activity at the Casino. NDPS Law Enforcement Personnel will work out of the office space provided by NENC, referred to in Section 6.0. NDPS Police Officers will patrol the NENC parking lot, respond to calls from the Enterprise or NENC,

and process all detentions or arrests. A Criminal Investigator will investigate any criminal activity that may occur on the Casino property in accordance with applicable laws.

The NDPS Law Enforcement Personnel will check in with NENC Shift Manager upon his or her arrival and prior to his or her departure. During the shift, NDPS Law Enforcement Personnel will maintain open lines of communication by radio frequency, and, prior to signing off his or her shift, will provide a daily briefing to the NENC Shift Manager and Security Supervisor. NDPS Law Enforcement Personnel will alert NENC Security personnel and advise their NDPS superiors of any unusual circumstances at NENC and of any anticipated problems that may require enhanced police presence at the Casino facility.

5.4 Law Enforcement Presence - Twin Arrows Navajo Casino Resort ("TANCR")

The TANCR shall include the hotel, conference rooms, and other non-gaming amenities, as well as the gaming areas.

The Parties agree that at least two NDPS Personnel will be available at TANCR twenty-four hours a day, seven days a week. The NDPS Personnel present at each shift shall hold a current Arizona police officer standards and training certificate. NDPS Police Officers will provide this coverage in accordance with normal NDPS shifts. Generally, NDPS Personnel will be Police Officers, unless a Criminal Investigator is necessary to investigate criminal activity within and around the resort including the Casino, hotel, and parking lot. NDPS Law Enforcement Personnel will work out of the office space provided by TANCR, referred to in Section 6.0. NDPS Police Officers will patrol the TANCR property and parking lot every 3 hours, respond to calls from the Enterprise or TANCR, and process all detentions or arrests. A Criminal Investigator will investigate any criminal activity that may occur on the TANCR property in accordance with applicable laws. The NDPS Personnel at TANCR shall establish intelligence liaisons with the Tribal Gaming Office and the Arizona Department of Gaming. NDPS shall cooperate with the Arizona Department of Gaming as required by the Arizona Tribal State Gaming Compact and the Interagency Agreement attached hereto as Exhibit B.

The NDPS Law Enforcement Personnel will check in with TANCR Shift Manager upon his or her arrival and prior to his or her departure. During the shift, NDPS Law Enforcement Personnel will maintain open lines of communication by radio frequency, and, prior to signing off his or her shift, will provide a daily briefing to the TANCR Shift Manager and Security Supervisor. NDPS Law Enforcement Personnel will alert TANCR Security personnel and advise their NDPS superiors of any unusual circumstances at TANCR and of any anticipated problems that may require enhanced police presence at the TANCR facility.

5.5 Compensation – FRNC and NENC/FWNC

The Enterprise will compensate NDPS for providing law enforcement presence to FRNC and NENC/FWNC pursuant to a Navajo Nation fund management plan by depositing monthly installments of \$18,000.00 for FRNC and \$18,000.00 for NENC/FWNC for a total of \$36,000.00 to the Office of the Controller, on behalf of NDPS, at P.O. Box 3150, Window Rock, Navajo Nation (Arizona) 86515-3150. The aggregate amount over a one-year period will equal Four Hundred and Thirty-Two Thousand Dollars (\$432,000.00). The first deposit shall be made on March 1, 2012; and thereafter, on the 1st of each month. The deposit schedule for the first year of this Agreement is attached hereto as Exhibit C.

5.6 Compensation - TANCR

The Enterprise will compensate NDPS for providing law enforcement presence to TANCR pursuant to a Navajo Nation fund management plan by depositing monthly installments of \$25,000.00 to the Office of the Controller, on behalf of NDPS, at P.O. Box 3150, Window Rock, Navajo Nation (Arizona) 86515-3150. The total amount over a one-year period will equal Three Hundred Thousand Dollars (\$300,000.00). The first deposit shall be made on August 1, 2013; and thereafter, on the 1st of each month. The deposit schedule for the first year of this Agreement is attached hereto as Exhibit C.

5.7 Compensation for Special Events

When the Enterprise requires law enforcement presence, beyond what is set forth in Sections 5.1 – 5.4, for special large-attendance events, this shall constitute additional law enforcement presence. The Enterprise shall compensate NDPS for providing additional law enforcement presence by invoice, based upon an hourly, overtime, or, if appropriate, holiday rate, consistent with current Navajo Nation pay schedule. These payments will be over and above the annual compensation agreed to under this Agreement. The Enterprise agrees to notify the NDPS Chief of Police in writing at least two weeks before a need for additional law enforcement presence at the identified Casino facilities is anticipated.

6.0 OFFICE AND PARKING SPACES

6.1 Fire Rock Navajo Casino

The Enterprise shall provide office space and designated parking for two NDPS vehicles at FRNC. The office will have Internet access and a secure method to store documents or evidence. NDPS will have 24-hour access to this office and parking space.

6.2 Northern Edge Navajo Casino

The Enterprise shall provide office space and designated parking for two NDPS vehicles at NENC. The office will have Internet access and a secure method to store documents or evidence. NDPS will have 24-hour access to this office and parking space.

6.3 Twin Arrows Navajo Casino Resort

The Enterprise shall provide office space and designated parking for two NDPS vehicles at TANCR. The office will have Internet access and a secure method to store documents or evidence. NDPS will have 24-hour access to this office and parking space.

7.0 DISPATCHING

7.1 Fire Rock Navajo Casino

For police emergency services, all Emergency-911 calls from the FRNC shall be received by the McKinley County Metro Dispatch center and promptly dispatched to the Crownpoint Police District.

7.2 Northern Edge Navajo Casino

For police emergency services, all Emergency-911 calls from the NENC shall be received by the San Juan County Communications Center and promptly dispatched to the Shiprock Police District.

7.3 Twin Arrows Navajo Casino Resort

For police emergency services, all Emergency-911 calls from the TANCR shall be received directly by the Dilcon Police District and promptly dispatched to the appropriate NDPS Police Officer/s.

8.0 ASSIGNMENTS/SUBCONTRACTS

Except as may be expressly provided herein, the Parties agree not to assign, sell, transfer, and subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other Party hereto.

9.0 SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and inure to the benefit of all Parties to the Agreement and the respective successors and assignees, regardless of any change in Navajo Nation or Enterprise administration, unless the Agreement is terminated as provided in the Agreement.

10.0 AGREEMENT TO ABIDE BY APPLICABLE LAWS

The Parties and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation, and all applicable laws, regulations and ordinances of the State of New Mexico, the State of Arizona, and the United States, now in force or as may be hereafter in force and effect, while performing work under this Agreement.

11.0 GOVERNING LAW AND DISPUTE RESOLUTION

Except as expressly prohibited by applicable federal law or the Tribal State Gaming Compacts, the laws of the Navajo Nation shall govern the construction, performance and enforcement of this Agreement. The Parties shall endeavor to resolve claims, disputes and any other matter in question between them by informal good faith negotiation. In the event the Parties are unable to reach informal resolution, either Party, or both, may notify the other in writing of intent to terminate the Agreement in accordance with Section 4.0 of this Agreement and any and all obligations encumbered through the termination date shall be honored.

12.0 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing set forth in this Agreement shall be construed as a waiver, express or implied, of the sovereign immunity of the Navajo Nation including the Enterprise.

13.0 NOTICES AND CONTACT INFORMATION

All correspondence, reports, invoices and other notices shall be delivered to the following addresses:

To ENTERPRISE: Derrick Watchman, Chief Executive Officer
Navajo Nation Gaming Enterprise
P.O. Box 1700
Church Rock, NM 87311

To NDPS: John Billison, Executive Director
Nation Division of Public Safety
P.O. Box 3360
Window Rock, AZ 86515

Contact information for the General Managers, Casino Shift Managers, and Security Personnel of the FRNC, FWNC, – NENC and TANCR is attached hereto as Exhibit D, and will be timely provided to NDPS when and as may be revised.

14.0 FORCE MAJEURE

No Party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the Parties.

15.0 SEVERABILITY

If any provision of this Agreement is declared unlawful, invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in effect and the rights and obligations of the Parties shall be construed as valid and enforced.

16.0 AMENDMENTS

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended except upon written approval of the Parties.

17.0 ENTIRE AGREEMENT

This Agreement, including any Attachments and Exhibits, incorporates all the agreements, covenants, and understandings between the Parties. This Agreement supersedes any and all other prior, simultaneous, oral, or written agreements, covenants, and understandings between the Parties pertaining to subject matter of this Agreement.

18.0 THIRD PARTY BENEFICIARY

This Agreement does not and is not intended to create rights in any person(s) or entities other than the Parties to this Agreement.

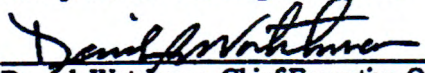
19.0 ANNUAL REVIEW

The Parties should conduct a mutual, good faith annual review of this Agreement to evaluate the operating procedures and financial terms. Any such annual review may be done one year from the effective date of this Agreement and annually thereafter.

IN WITNESS WHEREOF, this Agreement shall take effect on the date the last signature is affixed as indicated below. This Agreement may be executed by up to three counterparts; each to be treated as the original.


[SIGNATURES CONTAINED ON NEXT PAGE]

Navajo Nation Gaming Enterprise


Derrick Watchman, Chief Executive Officer

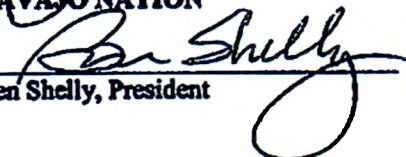
1/3/13
Date

Navajo Division of Public Safety


John Billison, Executive Director

1/15/2013
Date

NAVAJO NATION


Ben Shelly, President

JAN 14 2013
Date

OPERATING PROTOCOL

I. PURPOSE

This Operating Protocol establishes the procedural requirements for NDPS Personnel pursuant to Section 5.0 of the MOA between the NNGE and NDPS.

II. DEFINITIONS

DETENTION – detaining a person temporarily on Casino property pending any further action by Law Enforcement Personnel.

LAW ENFORCEMENT PERSONNEL – a Navajo Nation Police Officer or a Navajo Nation Criminal Investigator.

PEAK HOURS - a twelve hour period starting at 4:00 p.m. and ending at 4:00 a.m.

SHIFT for NDPS Law Enforcement Personnel - a fixed period of workplace hours: 8:00 a.m. - 5:00 p.m.; 2:00 p.m. - 10:00 p.m.; 3:00 p.m. - 11:00 p.m.; 6:00 p.m. - 2:00 a.m., 10:00 p.m. - 6:00 a.m.; 6:00 a.m. - 2:00 p.m.; or, 10 hours/4 days a week.

III. SHIFT PROCEDURE FOR FRNC/NENC and TANCN

- A. Upon beginning his or her shift, the NDPS Law Enforcement Personnel will park his or her police unit in front of the Casino either under the Porte Cochere or in a designated parking space. Upon entering the Casino through the main entrance, he or she will sign in the date and time of arrival in the Sign In/Sign Out Log which will be kept in the Security Operation Center (SOC). Both the NDPS Personnel and Casino Shift Manager will sign the Sign In/Sign Out Log.
- B. To maintain open lines of communication at all times with the Casino Shift Manager during the shift, NDPS Law Enforcement Personnel, upon beginning each shift, will either be issued Casino radio equipment or open frequency lines using NDPS issued radio equipment.
- C. If he or she was issued Casino radio equipment, NDPS Law Enforcement Personnel will return the Casino radio equipment to the SOC prior to ending his/her shift. His or her departure time will be documented in writing using the Sign In/Sign Out Log signed by both the NDPS personnel and Casino Shift Manager.

IV. DETENTION AND/OR ARREST

- A. To minimize disruption within the casino, any person detained and/or arrested shall be escorted through the employee entrance, unless circumstances are such that make this requirement impractical.
- B. Indian suspects arrested within the Navajo Nation's territorial jurisdiction by NDPS officers shall be immediately taken to the appropriate Navajo Police District for booking.
- C. Non-Indian suspects arrested by NDPS officers shall be taken to the appropriate State or County detention facility for booking.
- D. In the event an arrest is made, or could be made, under 18 U.S.C. §1152 or 1153 or for any federal felony within the Navajo Nation's territorial jurisdiction by an NDPS officer, that officer shall immediately notify an NDPS Criminal Investigator or FBI Agent who will then proceed with the case.

V. WEEKLY ACTIVITY REPORT

The NDPS Law Enforcement Personnel will provide a Weekly Activity Report. The Weekly Activity Report will document parking lot patrols, responses to calls from the Enterprise or Casino, and any other law enforcement activities or incidents that took place the prior week. The Weekly Activity Report will include pertinent information such as the date, time, nature of activity, response and disposition. The Weekly Activity Report will be submitted by the designated NDPS Law Enforcement Personnel to the Casino General Manager, Shift Manager and Security Manager. The report may be submitted either in person or via email. The Weekly Activity Report will include copies of all arrests reports, if applicable.

VI. FORMS

Sign In/Sign Out Log
Weekly Activity Report Form

INTERAGENCY AGREEMENT

BETWEEN

NAVAJO DEPARTMENT OF PUBLIC SAFETY

AND

ARIZONA DEPARTMENT OF GAMING

This Interagency Agreement (the "Agreement") is entered into by and between the Navajo Department of Public Safety ("NDPS") of (P.O. Box 3360, Window Rock, AZ 86515) and the Arizona Department of Gaming ("ADG").

RECITALS

WHEREAS, from time to time it may become necessary for the Navajo Department of Public Safety ("NDPS") and the Arizona Department of Gaming ("ADG") to share certain investigative information gathered by their respective agencies on individuals and entities involved in Indian gaming or other gaming operations; and

WHEREAS, ADG's intelligence unit will gather, coordinate, centralize, and disseminate; and

WHEREAS, the purpose of this Agreement is to establish the process for sharing information required for investigation purposes; and

WHEREAS, both Parties are public agencies in the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951; and

NOW, THEREFORE, in order to establish efficient procedures for the distribution of such information, the Navajo Department of Public Safety and the Arizona Department of Gaming agree to the following:

1. Subject to the terms and conditions of this Agreement, the parties agree to share certain investigative information pertaining to individuals or entities involved in Indian gaming or other gaming operations, who are under investigation for illegal activities, upon request.
2. Type of Information. Information that shall be shared between the NDPS and ADG includes current intelligence information pertaining to criminal activity that may threaten patrons, employees, or assets of the Tribal Gaming Facility and documents, files, interview statements,

photographs and surveillance videos as may be gathered during the process of investigation.

3. Requests.

- A. Requests for access and production of information shall be made in a writing signed by a AZPOST certified peace officer of the requesting agency to the Administrator of the NDPS or the Director of the ADG, or designees acting on their behalf.
- B. A record of the request shall be maintained by the agency providing information.
- C. The requesting agency shall ensure that access to all provided information is restricted to AZPOST certified officers directly involved in investigations related to the individual or entities which are the subject of the request, or to persons under the direct control and management of an AZPOST certified officer.
- D. The requesting agency shall not disclose any information provided under this Agreement outside that agency without the prior, written consent of the agency providing information.
- E. Any information received by the requesting agency shall be stored and maintained in such a manner as to safeguard the information against unauthorized access and dissemination.

4. Completed investigation. Following receipt of reasonable notice, the entire investigative file of a completed investigation pertaining to criminal activity that may threaten patrons, employees, or assets of the Tribal Gaming Facility shall be made available for inspection by representatives of the requesting agency in the office where the documents are maintained.

5. On-going investigations. Following receipt of reasonable notice, the entire investigative file of an ongoing investigation pertaining to criminal activity that may threaten patrons, employees, or assets of the Tribal Gaming Facility will be made available for inspection by representatives of the requesting agency in the office where the documents are maintained unless, in the discretion of the agency providing the records, it is determined that reasonable circumstances exist which necessitate maintaining the confidentiality of certain information, in which case only that certain information which reasonably must be kept confidential will be withheld.

6. Copies. Upon reasonable notice, copies of documents, files, interview statements, photographs, surveillance videos and other items as may be gathered during the process of investigation relating to completed and ongoing investigations will be provided to the requesting agency unless, in the discretion of the agency providing the records, certain of the documents or items are reasonably determined to be too sensitive to permit copying, in which case copies of

only those certain sensitive documents and items will be withheld.

7. No information provided under this Agreement shall be introduced by the requesting agency in a court of law or administrative hearing without the prior, written consent of the agency providing the information.

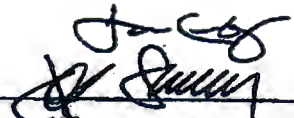
8. Employees, past and present, of the providing agency shall not be called as witnesses to testify regarding information provided under this Agreement before any court or in any administrative hearing, except in extraordinary circumstances as determined by the agency providing the information.

9. All Tribal records, and copies thereof, shall remain the property of the TRIBE irrespective of their location. All such records, and information derived from such records, are confidential and proprietary information of the TRIBE. Access to all Tribal records, or copies thereof in the possession of ADG shall be limited solely to the employees of ADG and TGO and ADG shall not disclose such records and documents to other persons within the State government or to third parties, provided however that disclosure shall be authorized when made pursuant to an order of a court of competent jurisdiction. ADG shall immediately notify the TGO of the receipt of any request for access to any such records from any person outside ADG. Any request for access to information provided under this Agreement by the individual who is a subject of the information, shall be referred to the agency providing the information for processing and an appropriate response pursuant to this Section 9 and applicable laws.

10. Any administrative costs associated with the Agreement shall be borne by the agency providing the requested information and shall be viewed as a routine cost of business. Such costs shall include those for photocopying, telephone and telefax communications.

11. This Agreement, upon execution by both the NDPS and the ADG, shall remain in effect unless amended by mutual consent or terminated upon written notice to the other party.

The terms of this Agreement are agreed to and accepted on behalf of the NDPS and the ADG by the undersigned on the dates indicated below,

 1-5-09

Date
JAN 05 2009
NAVAJO DEPARTMENT OF PUBLIC SAFETY

Paul A. Bullis, Director

Date
ARIZONA DEPARTMENT OF GAMING

EXHIBIT

PAYMENT SCHEDULE - YEAR 1
FRNC and FWNC/NENC

Payment Due Date		Amount owed for: FRNC	Amount Owed for: FWNC/NENC	Total Amount Owed
1.	March 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
2.	April 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
3.	May 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
4.	June 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
5.	July 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
6.	August 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
7.	September 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
8.	October 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
9.	November 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
10.	December 1, 2012	\$18,000.00	\$18,000.00	\$36,000.00
11.	January 1, 2013	\$18,000.00	\$18,000.00	\$36,000.00
12.	February 1, 2013	\$18,000.00	\$18,000.00	\$36,000.00
Subtotal:		\$216,000.00	\$216,000.00	
Grand Total:				\$432,000.00

PAYMENT SCHEDULE - YEAR 1
TANCR

Payment Due Date		Total Amount Owed
1.	August 1, 2013	\$25,000.00
2.	September 1, 2013	\$25,000.00
3.	October 1, 2013	\$25,000.00
4.	November 1, 2013	\$25,000.00
5.	December 1, 2013	\$25,000.00
6.	January 1, 2014	\$25,000.00
7.	February 1, 2014	\$25,000.00
8.	March 1, 2014	\$25,000.00
9.	April 1, 2014	\$25,000.00
10.	May 1, 2014	\$25,000.00
11.	June 1, 2014	\$25,000.00
12.	July 1, 2014	\$25,000.00
Grand Total:		\$300,000.00

CONTACT INFORMATION

FIRE ROCK NAVAJO CASINO

Name	Title	Contact Number	E-Mail	Shift
Shawn McDaniel	General Manager	541-991-6431	ShawnMcDaniel@nngc.org	
Michele Thomas	Casino Shift Manager	505-870-6234	MicheleThomas@nngc.org	
Lucia Williams	Casino Shift Manager	505-870-9928	lwilliams@nngc.org	
Rawlin Jacobs	Casino Shift Manager	505-870-6367	RawlinJacobs@nngc.org	
Robert Johnson	Casino Shift Manager	505-870-6236	RobertJohnson@nngc.org	
Lisa Gillson	Security Manager	505-870-3005	LisaGillson@nngc.org	
Margaret Klass	Asst. Security Manager	505-870-9662	MargaretKlass@nngc.org	
David Dosedo	Security Supervisor	505-905-7100	DavidDosedo@nngc.org	
Gina Francisco	Security Supervisor	505-905-7100	GinaFrancisco@nngc.org	
Annabelle Spencer	Security Supervisor	505-905-7100	AnnabelleSpencer@nngc.org	
Fred Esketts	Security Supervisor	505-905-7100	FredEsketts@nngc.org	

FLOWING WATER NAVAJO CASINO

Name	Title	Cell Phone	E-Mail	Shift
Titrisa Nez	General Manager	505-406-6226	TitrisaNez@nngc.org	
Guy Eddie	Casino Shift Manager	505-406-6912	guyeddie@nngc.org	
Alex Begay	Casino Shift Manager	505-406-6916	alexbegay@nngc.org	
Eldon Peshlakai	Lead Security Supervisor	505-406-7119	eldonpeshlakai@nngc.org	

NORTHERN EDGE NAVAJO CASINO

Name	Title	Cell Phone	E-Mail	Shift
Riccardo Ingrassia	General Manager	505-728-5387	Riccardo Ingrassia@nunge.org	
Charles Evans	Casino Shift Manager	505-728-5794	CharlesEvans@nunge.org	
John Ball	Casino Shift Manager	505-906-8237	JohnBall@nunge.org	
Lyle Whitehorse	Casino Shift Manager	505-728-1031	LyleWhitehorse@nunge.org	
Robert Johnson	Casino Shift Manager	505-870-6236	RobertJohnson@nunge.org	
Lisa Gillison	Acting Security Manager	505-728-6127	LisaGillison@nunge.org	
Corrine Fulton	Security Supervisor	505-728-6133	CorrineFulton@nunge.org	
Everett Howe	Security Supervisor	505-728-6133	EverettHowe@nunge.org	
Gordon Joe	Security Supervisor	505-728-6133	GordonJoe@nunge.org	
McArthur Begay	Security Supervisor	505-728-6133	McArthurBegay@nunge.org	
Mechelle Cody	EMT/Security Supervisor	505-728-6133	MechelleCody@nunge.org	

TWIN ARROWS NAVAJO CASINO RESORT

Name	Title	Cell Phone	E-Mail	Shift
	General Manager			
	Casino Shift Manager			
	Casino Shift Manager			
	Casino Shift Manager			
	Casino Shift Manager			
	Security Manager			

EXHIBIT D

	Security Supervisor				
	Security Supervisor				
	Security Supervisor				
	Security Supervisor				
	EMT/Security Supervisor				



NAVAJO DIVISION OF PUBLIC SAFETY
FUND MANAGEMENT PLAN
(Amended)

I. ESTABLISHMENT

There is hereby established the Navajo Division of Public Safety Fund Management Plan for use by the Navajo Division of Public Safety.

II. CRITERIA

1. The Navajo Nation, ~~through the on-behalf-of~~ the Navajo Division of Public Safety ("NDPS"), has entered into a ~~Police Services Memorandum of Agreement ("MOA")~~ with the Navajo Nation Gaming Enterprise ("NNGE") to provide police services to Navajo Gaming Facilities. Attached hereto as Exhibit A.
2. The MOA requires that on-site police services be provided to the "Fire Rock Navajo Casino" located in Church Rock, Chapter, McKinley County; "Flowing Water Navajo Casino" located within Tsé Daak'aan Chapter, San Juan County; and "Northern Edge Navajo Casino" located within Upper Fruitland Chapter, San Juan County and "Twin Arrows Navajo Casino Resort" located in Leupp Chapter, Coconino County.
3. The total negotiated fee for this service is \$36,000 per month or \$432,000 per year for "Fire Rock Navajo Casino", "Flowing Water Navajo Casino", and "Northern Edge Navajo Casino". The total negotiated fee for this service is \$25,000 per month or \$300,000 per year for "Twin Arrows Navajo Casino Resort". The term of the ~~agreement~~ MOA is perpetual, unless otherwise terminated pursuant to the requirements set forth in the MOA.
4. ~~The Navajo Division of Public Safety NDPS~~ will use the funds generated to support the operation needs of enhance and improve the working conditions for NDPS police officers and the Department of Corrections. This includes using the fund for personnel related expenses for overtime, training, lodging, meals, travel, equipment, supplies and awards.
5. ~~The Navajo Division of Public Safety NDPS~~ will also use the funds to purchase new patrol vehicles. The funds will also be used to pay associated expenses, including fees, insurance and repair work.
6. The funds ~~generated~~ paid under the MOA cannot be expended or allocated to uses other than those described in paragraphs 4 and 5.

7. The ~~funds expenditure and use of all revenue generated~~ will be expended in accordance with Navajo Nation law, including the Navajo Business Opportunity Act.
8. Unexpended revenue generated shall ~~revert to the Navajo Nation General Fund at the end of each fiscal year~~ be non-expiring and remain in the account until fully expended.

III. EXPENDITURE REQUIREMENTS

~~All revenue generated pursuant to the funds paid under this Police Service MOA shall be deposited with the Office of the Controller and to the Navajo Division of Public Safety Administration General Funds Account #116018~~ the NN Controller's Office shall establish a new fund, separate from the general fund. All deposits to this new fund will be credited to NDPS and all expenditures to this new fund will be dedicated to the use of NDPS Police Services and the Department of Corrections. All funds received both existing and forthcoming shall be credited to this new account.

1. The Division Director, in the manner prescribed by Navajo Nation policy, procedure, law, rule and regulation, shall prepare an annual budget for the fund. This budget will be and expenditure plan for reviewed and approved by the appropriate offices and authorities. The budget shall include a projection of the ~~revenues funds~~ that will be generated set out in the MOA and the expenditure must be consistent will be allocated and expended consistent with Sections II (4) and (5).
2. The Accounting Manager(s), Office of the Controller and Office of Management and Budget, in a manner prescribed by Navajo Nation policy, procedure, law, rule and regulation, shall (1) establish a Revenue Fund Account for the ~~collection of revenues~~ deposit of funds described in Section II(3) above; (2) review and regulate expenditures from such fund to ensure compliance with existing Navajo Nation policy, procedure, law, rule or regulations regarding the fund; and (3) maintain an accurate accounting of all transactions.

IV. AMENDMENTS

This Fund Management Plan may be amended from time to time by the Budget and Finance Committee of the Navajo Nation Council upon the recommendation of the Director of the Division of Public Safety.

FY 2017

**THE NAVAJO NATION
PROGRAM BUDGET SUMMARY**


Page 1 of 5
BUDGET FORM 1


PART I. Business Unit No.: 507010		Program Title: DPS- Special Revenue Gaming		Division/Branch: Public Safety	
Prepared By: Michele Tom		Phone No.: 928-871-7584		Email Address: mmtom@navajo-nsn.gov	

PART II. FUNDING SOURCE(S)		Fiscal Year Term	Amount	% of Total	PART III. BUDGET SUMMARY				
		10/01/16 - 09/30/17	1,631,269.00	100%	Fund Type Code	NNC Approved Original Budget	Proposed Budget	Difference (Column B - A)	
					2001 Personnel Expenses	5	443,604	743,015	1,186,619
					3000 Travel Expenses	5	64,860	61,380	126,240
					3500 Meeting Expenses	5			0
					4000 Supplies	5	218,246	625,616	843,862
					5000 Lease and Rental	5			0
					5500 Communications and Utilities	5			0
					6000 Repairs and Maintenance	5			0
					6500 Contractual Services	5			0
					7000 Special Transactions	5	5,290	6,258	11,548
					8000 Public Assistance	5			0
					9000 Capital Outlay	5		195,000	195,000
					9500 Matching Funds	5			0
					9500 Indirect Cost	5			0
TOTAL:							\$732,000.00	1,631,269.00	2,363,269

PART IV. POSITIONS AND VEHICLES		(D)	(E)
Total # of Positions Budgeted:		2	0
Total # of Permanently Assigned Vehicles:		5	5

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

 Phillip Francisco, Chief of Police	11/9/17
SUBMITTED BY: Program Manager's Printed Name and Signature / Date	APPROVED BY: Division Director/Branch Chief's Printed Name and Signature / Date


 Jesse Delmar, Executive Director
 010917

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

FY 2017

PART I. PROGRAM INFORMATION: Business Unit No.: <u>507010</u>		Program Name/Title: <u>DPS- Special Revenue Gaming</u>									
PART II. PLAN OF OPERATION REFERENCE/LEGISLATED PROGRAM PURPOSE: (GSCJA_04-08) The purpose of the Navajo Police Department is to enforce all Navajo Nation laws within the territorial Jurisdiction of the Navajo Nation, as defined by Title N.N.C. §254 & 18 U.S.C. §1151, to provide effective and efficient law enforcement services on a twenty-four (24) hour basis to protect life and property, and to screen all police personnel to determine their level of enforcement skills and knowledge and provide them with the necessary law enforcement education to achieve full potential as Navajo Nation law enforcement officers. The application of these objectives are subject to availability of funds.											
PART III. PROGRAM PERFORMANCE CRITERIA:											
1. Program Performance Area:		1st QTR		2nd QTR		3rd QTR		4th QTR			
Community Presentations		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Goal Statement:											
Provide 16 community presentations (Minimum of 4 per quarter)		4		4		4		4		4	
2. Program Performance Area:											
Report law enforcement service statistics											
Goal Statement:											
Respond to an average of at least 3,000 calls per services; 750 per quarter		750		750		750		750		750	
3. Program Performance Area:											
Employment opportunities											
Goal Statement:											
To train potential Police Officers		4		4		4		4		4	
4. Program Performance Area:											
Proactive Enforcement											
Goal Statement:											
To provide two (2) Police Officers to provide services during peak hours (4 casinos)		8		8		8		8		8	
5. Program Performance Area:											
Service of court documents											
Goal Statement:											
To serve or attempt to serve an average of 12 Court Documents; 30 per quarter		30		30		30		30		30	
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.											
Program Manager's Printed Name and Signature/Date <u>Philip Francis, Chief of Police</u> <u>11/9/17</u>		Division Director/Branch Chief's Printed Name and Signature / Date <u>Jesse Delmar, Executive Director</u> <u>01/09/17</u>									

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2017

PART I. PROGRAM INFORMATION:		Business Unit No.: 507010	
Program Name/Title: DPS- Special Revenue Gaming			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
2001 PERSONNEL EXPENSES			
	Employee Salary, Fringe Benefits, Salary Adjustments, and Merit Payment for eligible personnel		743,015
2510	Overtime 2520 Police Personnel \$407,000.00	407,000	
2610	Regular 2620 Double Holiday Pay Police Personnel \$90,000.00	90,000	
2900	Fringe Benefits 2900 Overtime: Police personnel \$ x 49.50% \$201,465.00 2900 Regular Holiday: Police personnel \$ x 49.50% \$44,550.00	246,015	
3000 TRAVEL EXPENSES			
	Monthly mileage and fleet rental. Meals, lodging, and air fare directly related to program business and other miscellaneous travel expense		61,380
3110	Fleet 3113 Mileage/Perm (Group E, Class XI Sports Utility) 3 vehicles x 3500 miles x .29 x 12 months \$ 36,540.00	36,540	
3120	Program 3121 Maintenance (Group e, Class XI Sports Utility) 2 vehicles x \$165 mo x 12 months \$ 3,960.00 3123 Mileage (Group E, Class XI Sports Utility) 2 vehicles x 3000 miles x .29 x 12 months \$ 20,880.00	24,840	
TOTAL		804,395	804,395

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2017

PART I. PROGRAM INFORMATION:			
Program Name/Title:		Business Unit No.:	
DPS- Special Revenue Gaming		507010	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
4000	SUPPLIES		625,616
	Desktop supplies, folders, envelopes, pens, pencils. Power Point projector, laptops and partitions. Computer/Xerox toner cartridges. Printing of manuals, brochures, binding, photocopying and publication subscription. Purchase vehicle parts (tires, tubes, etc.)		
4120	Office Supplies	83,000	
	4130 General Office Supplies		
	\$83,000.00		
4200	Non-Capital Assets		
	4210 Non-Cap Furniture and equipment	84,000	
	\$24,000.00		
	4230 Non-Cap Computer Equipment		
	\$60,000.00		
4410	Operating Supplies	458,616	
	4420 General Operating Supplies		
	\$ 70,000.00		
	4440 Non-Cap Computer Software		
	\$90,000.00		
	4470 Uniforms		
	\$223,616.00		
	4480 Firearms & Ammunition		
	\$75,000.00		
7000	SPECIAL TRANSACTIONS		6,258
	Promote and advertise program initiative. Gifts and awards to be presented to employees. Catering and refreshments for dept special events. Depreciation		
	Print advertising and employee training fees. Required insurance premiums		
7710	Insurance Premiums	6,258	
	7720 Property-Contents \$100,000.00/1000 x 1.10		
	7740 Vehicle- Auto liability \$110.98 x 2 vehicles=		
	7750 Vehicle- Auto physical damage = (2 police unit: \$404.39 = 808.78)		
	7765 Policy Payment (General Liability) \$743,015.00/100 x .20 =		
	7767 Workers Comp (less fringe) \$497,000/100 x .63=		
	7766 Deductible: Vehicle under 1 ton		
	Total		
	\$1,486.03		
	\$3,131.10		
	\$500.00		
	\$6,257.87		
TOTAL		631,874	631,874

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2017

PART I. PROGRAM INFORMATION:			
Program Name/Title:		Business Unit No.: 507010	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
9000 CAPITAL OUTLAY			195,000
	Purchase of equipment greater than \$5,000.00		
9140	Equipment		
	9142 Equipment	\$25,000.00	
9160	Vehicles		
	9164 Specialized vehicles: 2 Vehicles x \$85,000	\$170,000.00	
		195,000	
TOTAL		195,000	195,000



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE-PRESIDENT



MEMORANDUM:

TO : 2 NNC § 164 Reviewers
Delegates & 2 NNC '164 Reviewers
Navajo Nation Government

FROM : Robert Willie
Robert Willie, Accounting Manager
Office of the Controller

DATE : July 14, 2016

SUBJECT : 164 Review-006133-Carryover of DPS Gaming Fund Balance

The Office of the Controller has reviewed the above referenced document.

1. The unaudited balance of the DPS-Special Revenue Gaming Fund is \$1,631,269 as of June 30, 2016.
2. This fund was set up to use of revenues through an Memorandum of Agreement between the Gaming Enterprise and Navajo Nation for Public Safety coverage of the casinos (Fire Rock, Twin Arrows, Northern Edge, Flowing Water. The use of these funds is for Navajo Department of Public Safety and the Department of Corrections for personnel related expenses for overtime, training, lodging, meals, travel, equipment, supplies and awards. In addition the fund is also used to purchase new patrol vehicles and associated expenses including fees, insurance and repair work.
3. This document is a request to utilize un-spend fund balance. An appropriation from the Fund Balance.

If you should have any questions you can contact me at tribal extension X6125.



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT



MEMORANDUM

TO : Bobby Etsitty, Delegated Chief of Police
Division of Public Safety

FROM : *Lisa Jymm*
Lisa Jymm, Principal Budget Analyst
Office of Management & Budget

DATE : June 28, 2016

SUBJECT : OMB's Review of 164 Document #006133: Carryover of DPS Gaming Fund Balance

The Office of Management & Budget (OMB) has reviewed the above document and has the following comments:

1. The carryover memo from the Division of Public Safety that is attached to the legislation is dated for FY 2014. The books have closed for the FY 2014 as the Navajo Nation is currently in FY 2016 as of 10/01/2015 to 9/30/2016. An updated memo is needed if the funds are still available.
2. The attached memo from the Office of the Controller dated for December 22, 2015 has an amount of \$994,636.00 as of November 30, 2015 as the balance for the DPS Gaming Fund. The proposed legislation indicates \$1,406,269.04. Which is the correct amount?

The document as submitted is deemed "insufficient" for these reasons. If there are any further questions, contact the Lisa Jymm at extension 6230.

Concurred by:

Dominic Beyer, Executive Director
Office of Management and Budget

xc: OMB File





THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT



MEMORANDUM:

TO : 164 Packet Reviewers

FROM : Michele Tom
Michele Tom, Senior Contract Analyst
Navajo Division of Public Safety

SUBJECT : Response to OMB Concerns

DATE : September 12, 2016

This 164 document was submitted to OMB for review and NDPS is responding to the concerns noted by the department.

1. NDPS is requesting access to the fund balance in the gaming account. The program worked with OMB and we received clarification of the correct term in regards to the funds. It is not a carryover request but to gain access to the balance. The program made the corrections and sent to the next department reviewer.
2. OMB requested information on the most current and correct amount. Per FMIS information, the program completed a budget for \$1,070,000. In addition, we have included the printout in the packet showing the amounts.

Should you have any questions regarding this matter, please do not hesitate to call me at 928-871-7584.