

RESOLUTION OF THE
NAABIK'IYATI' COMMITTEE OF THE
NAVAJO NATION COUNCIL

23RD Navajo Nation Council---First Year 2015

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE AND NAABIK'ÍYÁTI' COMMITTEE; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. §450 *et seq.* (P. L. 93-638, AS AMENDED) FOR THE HOUSING IMPROVEMENT PROGRAM FOR A THREE YEAR TERM; AND APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT

BE IT ENACTED:

Section One. Findings

- A. The Resources and Development Committee is the oversight committee for the Division of Community Development. 2 N.N.C. §501(C)(1).
- B. The Naabik'íyáti' Committee is authorized to approve contracts between the Navajo Nation and the United States Department of Interior for the implementation of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §450 *et seq.* (P. L. 93-638 as amended). 2 N.N.C. §701(A)(12).
- C. It is in the best interest of the Navajo Nation to enter into a Contract, Annual Funding Agreement and Scope of Work between the Navajo Nation and the United States Department of the Interior contract with the United States Department of Interior for the Housing Improvement Program as set forth in Exhibit 1.

Section Two. Approvals

- A. The Navajo Nation hereby approves and authorizes a contract between the Navajo Nation and the United States Department of the Interior-Bureau of Reclamation 25 U.S.C. § 450 *et seq.* (P. L. 93-638, as amended), for a three year term for the Housing Improvement Program, as set forth in the documents attached hereto as Exhibit 1.

- B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and Scope of Work for the Housing Improvement Program for the contract term indicated above, as set forth in the documents attached hereto as Exhibit 1.
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute and effectuate the Contract, Annual Funding Agreement and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 23rd 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 in 11 favor and 0 oppose, this 12th Day of November, 2015.



Honorable LoRenzo C. Bates, Chairperson
Naabik'íyáti' Committee

Motion : Leonard Tsosie
Second : Amber Crotty

(Pursuant to 2 N.N.C §700 (D), Two members from each committee)



AGREEMENT BETWEEN THE SECRETARY
OF THE DEPARTMENT OF THE INTERIOR
AND THE NAVAJO NATION

A. Authority and Purpose

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract"), is entered into by the Secretary of the Interior or the Secretary of Health and Human Services (referred to in this agreement as the "Secretary"), for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et seq.) and by the authority of the Navajo Nation (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities and programs (or portions thereof), that are otherwise contractible under Section 102(a) of such Act, including all related administrative functions, from the Federal Government to the Contractor: Housing Improvement Program.

B. Terms, Provisions and Conditions

1. Term

Pursuant to Section 105(c) (I) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j(c)

(1)), the term of this contract shall be three (3) years. Pursuant to Section 105(d)(1) of such Act (25 U.S.C. 450j(d), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

2. Effective Date

This Contract shall become effective upon the date of approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph.

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation laws and policies, federal laws (including the Indian Civil Rights Act), 25 C.F.R. Part 256, Navajo Housing Improvement Program. To the extent that parties can agree on applicable Federal Acquisition Regulations, they will be included as standards in this contract. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulations, as well as any updates, used as standards within this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau updates its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

4. Funding Amount

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by

reference in subsection F2. Such amount shall not be less than the applicable amount determined pursuant to Section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j-1(a)).

5. Limitation of Costs

The Contractor shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds awarded under this Contract. If, at any time, the Contractor has reason to believe that the total amount required for performance of this Contract or a specific activity conducted under this Contract would be greater than the amount of funds awarded under this Contract, the Contractor shall provide reasonable notice to the appropriate Secretary. If the appropriate Secretary does not take such action as may be necessary to increase the amount of funds awarded under this Contract, the Contractor may suspend performance of the Contract until such time as additional funds are awarded.

6. Payment

A. In general - Payments to the Contractor under this Contract shall:

- (i) be made as expeditiously as practicable; and
- (ii) include financial arrangements to cover funding during periods covered by joint resolutions adopted by Congress making continuing appropriations, to the extent permitted by such resolutions.

B. Quarterly, semi-annual, lump-sum, and other methods of payment:

- (i) In general - Pursuant to Section 108(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year

covered by this contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection F2 by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year, in a lump-sum payment or as semiannual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement; and

- (ii) Method of quarterly payment - If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and
- (iii) Applicability - Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Contract and

the annual funding agreement referred to in clause (i).

7. Records and Monitoring

A. In general - Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the recordkeeping system of the Department of the Interior or the Department of Health and Human Services (or both), records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.

B. Recordkeeping System - The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.

C. Responsibilities of Contractor - The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visit shall be limited to not more than one performance monitoring visit for this contract by the head of each operating division, departmental bureau, or departmental agency, or duly authorized representative of such head unless:

- (i) the contractor agrees to one or more additional visits; or
- (ii) the appropriate official determines that there is reasonable cause to believe that grounds for resumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist. No additional visit referred to in

clause (ii) shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

8. Property

A. In general - As provided in Section 105(f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

B. Records - The Contractor shall maintain a record of all property referred to in subparagraph A or other property acquired by the Contractor under Section 105(f)(2)(A) of such Act for purposes of replacement.

C. Joint Use Agreements - Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.

D. Acquisition of Property - The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgment of the Contractor to support the programs, services, functions and activities operated pursuant to this Contract.

E. Confiscated or Excess Property - The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.

F. Screener Identification Card - A screener identification card shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

G. Capital Equipment - The Contractor shall determine the capital equipment, leases, rentals, property, or services the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

9. Availability of Funds

Notwithstanding any other provision of law, any funds provided under this contract:

- A. shall remain available until expended; and
- B. with respect to such funds, no further:
 - (i) approval by the Secretary, or
 - (ii) justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

10. Transportation

Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency motor pool vehicles and related services for performance of any activities carried out under this Contract.

11. Federal program guidelines, manuals, or policy directives

Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

12. Disputes

A. Third-Party Mediation Defined - For the purposes of this Contract, the term "third-party mediation" means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contractor, to serve as third-party mediator to mediate disputes under this Contract.

B. Alternative Procedures - In addition to, or as an alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450m-1), the parties to this Contract may jointly:

- (i) submit disputes under this Contract to third-party mediation; and
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor; and
- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or
- (iv) use the administrative dispute resolution process authorized in subchapter IV of Chapter 5, Title 5, United States Code.

C. Effect of Decisions - The Secretary shall be bound by decisions made pursuant to the procedures set forth in

subparagraph B, except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

13. Administrative Procedures of Contractor

Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. 1301 et seq.), the laws policies and procedures of the Contractor shall provide for administrative due process (or the equivalent of administrative due process) with respect to programs, services, functions, and activities that are provided by the Contractor pursuant to this Contract.

14. Successor Annual Funding Agreement

A. In general - Negotiations for a successor annual funding agreement, provided for in subsection F2, shall begin not later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450(c) (2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106(b) of such Act (25 U.S.C. 450j-1(b)).

B. Information - The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection F2 of this Contract.

15. Contract Requirements, Approval by Secretary

A. In general - Except as provided in subparagraph B, for the term of the contract Section 2103 of the Revised Statutes (25 U.S.C. 81) and Section 16 of the Act of June 18, 1934 (48 Stat. 937, Chapter 576; 25 U.S.C. 476) shall not apply to any contract entered into in connection with this Contract.

B. Requirements - Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the Contract under this Contract shall:

- (i) be in writing;
- (ii) identify the interested parties, the authorities of such parties, and purpose of the Contract;
- (iii) state of work to be performed under the Contract; and
- (iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

C. Obligation of the Contractor

1. Contract Performance

Except as provided in subsection D2, the Contract shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection F2 of this Contract.

2. Amount of Funds

The total amount of funds to be paid under this Contract pursuant to Section 106(a) shall be determined in an annual funding agreement entered into between the Secretary and the Contractor, which shall be incorporated into this Contract.

3. Contracted Programs

Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the annual funding agreements under subsection F2.

4. Trust Services for Individual Indians

A. In general - To the extent that the annual funding agreement provides funding for the delivery of trust

services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

B. Trust Services to Individual Indians - For the purposes of this paragraph only, the term "trust services for individual Indians" means only those services that pertain to land or financial management connected to individually held allotments.

5. Fair and Uniform Services

The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

D. Obligation of the United States

1. Trust Responsibility

A. In general - The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians.

B. Construction of Contract - Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the tribe(s) or individuals Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

To the extent that health programs are included in this Contract, and within available funds, the Secretary shall

act in good faith in cooperating with the Contractor to achieve the goals set forth in the Indian Health Care Improvement Act (25 U.S.C. 1601, et seq.).

3. Programs Retained

As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the tribe(s) that are not specifically assumed by the Contractor in the annual funding agreement under subsection F2.

E. Other Provisions

1. Designated Officials

Not later than the effective date of this Contract, the United States shall provide to the Contractor, and the Contractor shall provide to the United States, a written designation of a senior official to serve as a representative for notices, proposed amendments to the Contract, and other purposes for this Contract.

2. Contract Modifications or Amendment

A. In general - Except as provided in subparagraph B, no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to the Contract, and the Contractor and the Secretary provide written consent for the modification.

B. Exception - The addition of supplement funds for programs, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection F2, and the reduction of funds pursuant to Section 106(b)(2), shall not be subject to subparagraph A.

3. Officials Not to Benefit

No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed

pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

4. Covenant Against Contingent Fees

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

F. Attachments

1. Approval of Contract

Unless previously furnished to the Secretary, the resolution of the Náabiki'yáti' Committee of the Navajo Nation Council authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Contract as Attachment 1.

2. Annual Funding Agreement

A. In general - The annual funding agreement under this Contract shall only contain:

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provision, including a brief description of the program, services,

functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agreed.

B. Incorporation by Reference - The annual funding agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

Russell Begaye, President
THE NAVAJO NATION

Secretary, Department of the Interior, or designee
UNITED STATES OF AMERICA

Annual Funding Agreement

**FISCAL YEAR 2016
ANNUAL FUNDING AGREEMENT**

CONTRACT NO. _____
Housing Improvement Program
(Mature Definite for 01/01/2016 to 12/31/2018)

BY AND BETWEEN

THE NAVAJO NATION

AND

THE UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Navajo Regional Office

FOR THE PERIOD

January 1, 2016 through December 31, 2016

Pursuant to 25 U.S.C. 450 et. seq.
(Pub. L. 93-638, as amended)

ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of the Interior ("DOI"), pursuant to the agreement between the Navajo Nation and DOI for Housing Improvement Program, pursuant to Title I of the Indian Self-Determination and Education Assistance Act ("ISDEAA"), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

1. The Navajo Nation agrees to administer and perform those portions of the Bureau of Indian Affairs' ("BIA") Housing Improvement Program identified in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference, in accordance with its own laws and policies and the terms, provisions, and conditions of the Contract and this AFA and any attachments hereto. The program standards, including any provisions of Federal Regulations waived by the Secretary, are identified in Section B of the Contract.
2. The Navajo Nation agrees that any services or assistance provided to Indian beneficiaries under the Contract and this AFA shall be provided in a fair and uniform manner subject to applicable laws and regulations.
3. The Navajo Nation shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe and Indian beneficiaries for all programs to be operated and services to be delivered by the Navajo Nation through the Contract and this AFA on behalf of the DOI, except for "Trust" and executive functions of the BIA considered non-contractible under the ISDEAA, as amended.
4. The BIA shall transfer to the Navajo Nation all such funds and other resources available for the benefit of the Tribe and Indian beneficiaries through the Contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Navajo Nation or as provided herein, in the most

expeditious manner authorized by law.

5. The Navajo Nation shall exercise full discretion over the funds made available subject only to the provisions of the Contract, this AFA, tribal law, and Federal law.

6. The Navajo Nation has identified a need for program and/or office space. DOI shall undertake reasonable efforts to make such program and/or office space available to the Navajo Nation, together with such maintenance services as may be necessary for that program and/or office space. When not available and tribal buildings are used, DOI will enter into a lease pursuant to Section 105 (f) (1) of the ISDEAA, as amended and 25 CFR Part 900, Subpart H.

B. PROGRAM FUNDING

Subject to the availability of Congressional appropriation, DOI shall provide direct program funding for Fiscal Year 2016 in the distribution amount shown on the budget form attached hereto as Attachment B exclusive of any Central Office or Regional Office shares, direct contract support costs and indirect costs, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. Funding award(s) such as one time funding which require separate expenditure report shall be specified in the contact modification (SF-30) by BIA. A separate account Financial Management Information System (FMIS Business Unit) shall be assigned by the Navajo Nation accordingly. Full payment shall be made by all-electronic payment through an Automated Standard Application for Payment (ASAP), an information system developed by the Financial Management Services and the Federal Reserve Bank of Richmond. The Navajo Nation must have: (1) an active registration in ASAP by completing the Participation Request Form; (2) an active Data Universal Number System (DUNS); and an active registration in the System for Award Management (SAM).

DOI acknowledges that the direct amount identified does not fully fund the contracted activities and agrees to make good faith efforts to identify additional funding for the contracted activities and to expeditiously notify the Navajo Nation when such funding is available.

C. TRIBAL SHARES

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2016 Pub. L. 93-638, as amended, Contracts.

D. CONTRACT SUPPORT FUNDS

The Navajo Nation shall be entitled to contract support funds to the full extent specified in Section 106 (a)(2) of the ISDEAA, as amended and related provisions. It is understood by the parties that full contract support funds may not be initially available to the Navajo Nation. However, upon becoming available by Congressional appropriation or through the identification of appropriate budget savings from Contract Support Cost line items, the Navajo Nation shall participate in the distribution of those shortfall funds. If, during the term of this AFA, it is not possible to pay all contract support amounts, DOI shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall.

1. Direct Contract Support Cost

In addition to the amount in paragraphs D and D(2) of this AFA, the Navajo Nation shall receive direct contract support costs pursuant to Section 106(a)(2) of the ISDEAA, as amended. The amount of direct contract support costs are subject to negotiation between the Navajo Nation and DOI. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of direct contract support costs that would otherwise be available under Section 106(a)(2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c)(2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in direct contract support when, and to the extent such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the direct contract support costs negotiated under this AFA.

2. **Indirect Costs**

In addition to the amount identified in paragraphs B, C, and D(1) of this AFA, the Navajo Nation shall receive indirect costs applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered into between the Navajo Nation and its cognizant agent. The award of indirect cost funds will be made through a Supplemental Annual Funding Agreement entered into between the Navajo Nation and BIA-NRO. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of indirect costs that would otherwise be available under Section 106(a) (2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c) (2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in indirect costs when, and to the extent, such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the indirect costs associated with this AFA.

3. **Contract Support Cost (CSC) Calculation**

In addition to the entitlement of the contract support funds, the Navajo Nation shall submit a budget report that provides estimated contract support costs needs of both direct contract support funds and indirect contract support funds which will be submitted to BIA NRO by July 10 of the AFA year. The budget report shall be used internally at BIA NRO for the sole purpose of supporting the DOI's Contract Support Cost and pay cost allocations and shortfall reports to Congress. The budget shall be prepared at or equivalent to Level of Detail 6 on the Navajo Nation's FMIS.

E. PRE-AWARD COSTS

Any cost the Navajo Nation incurs with respect to the performance of the Contract and this AFA before the award date or effective date of this AFA may be paid with funding under this AFA to the extent (a) that such costs are otherwise reasonable, allowable and allocable to performance of the attached Scope of Work, and (b) that the Navajo Nation informed BIA of costs consistent with Section 106 (a) (6) of the ISDEAA, as amended, if this AFA covers the initial year of a contract.

F. PROGRAM BUDGET

The budget for the services provided under this AFA reflects the Fiscal Year 2015 recurring enacted amount allocated and is attached hereto as Attachment B, which is incorporated herein by reference. If Congressional appropriation for full year funding is not available at the start of the FY 2016, as an initial budget, the Navajo Nation may enter in the FMIS a full year budget at the actual, total amount of recurring funds distributed for FY 2015 that is based on Congressional appropriation. The final Fiscal Year 2016 budget shall be based on funds allocated through Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

1. The Navajo Nation shall request prior approval from the Awarding Official for budget revisions whenever:
 - a. The budget revision results from changes in the scope or stated objective of the program;
 - b. The revision requires additional funding;
 - c. The revision causes an increase in the amount of indirect cost for the Contract, or;
 - d. The revision pertains to the addition of items requiring approval of the BIA under the ISDEAA Section 106(k), as amended or 25 CFR §200.420.
2. All other budget revisions do not require BIA approval, including prior year savings attributable to operations of the program.

G. AVAILABILITY OF FUNDS

1. All funding under this AFA is subject to the availability of Congressional appropriations. Funding under this AFA may be reduced only according to the provisions of Section 106(b) of the ISDEAA, as amended. No legal liability by the Federal government for any payment may arise until funds are made available to the BIA for the Contract.
2. In the event that funding of this AFA is reduced because of Congressional action,

the Navajo Nation retains the option to rescind the Contract, renegotiate the attached Scope of Work, or suspend performance under the Contract consistent with Section B(5) of the Contract.

3. To the extent that any shortfalls exist in funding, direct, contract support or otherwise, owed to the Navajo Nation, the DOI and BIA shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress, and simultaneously provide the Navajo Nation with such report.

4. Nothing in this AFA shall be deemed a waiver of any right the Navajo Nation may have under the Act to receive 100% of its funding, direct, contract support or otherwise, as determined under Section 106 of the ISDEAA, as amended.

H. APPLICABLE LAW

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all expressly applicable Federal laws, regulations and executive orders, including the Drug-Free Workplace Act of 1988 (Pub. L. 100-689), and all applicable Navajo Nation laws, regulations and executive orders. The parties shall renegotiate and modify the language of this AFA to conform to any applicable federal and Navajo Nation laws, regulations or executive orders which are passed after the effective date of this AFA. The BIA shall inform the Navajo Nation, in writing, of all existing federal laws, regulations and executive orders it believes apply to this AFA within 60 days of execution. The BIA shall inform the Navajo Nation, in writing, of all newly enacted or amended federal laws, regulations and executive orders it believes apply to this AFA within 60 days of adoption. The Navajo Nation retains the right to renegotiate the attached Scope of Work to reflect any amended federal laws, regulations, and executive orders and shall not be held responsible under this AFA for compliance with such laws, regulations, and executive orders until the BIA has provided the notice described above.

I. MANAGEMENT SYSTEMS

The Navajo Nation shall maintain management systems consistent with requirements of the ISDEAA, as amended and 25 CFR Part 900. The BIA has on file the most recent versions of the following Navajo Nation management system Policies and Procedures:

- i. Navajo Nation Personnel Policies Manual.
- ii. Navajo Nation Employees Travel Policies and Procedures Handbook.
- iii. Navajo Nation Purchase Card Policies and Procedures
- iv. Property Management Policy.
- v. Navajo Nation Procurement Rules and Regulations.

The Navajo Nation agrees to provide copies of the following management system Policies and Procedures Manuals, within 90 days of final adoption by the responsible oversight committees:

- i. Recordkeeping Policies
- ii. Finance and Accounting Policies

1. Accounting/Financial System

The Navajo Nation shall maintain a fiscal accounting system which will provide accurate, current and complete information with respect to the Contract and this AFA in such a manner as to facilitate audit and review of the financial records consistent with federal statutory and regulatory requirements.

The Navajo Nation shall obtain certification by a licensed accountant that the bookkeeping and accounting procedures that the tribal organization presently uses meets the standards of 25 CFR Part 900, Subpart F.

2. Personnel Management

Unless otherwise stated in this AFA or through an approved and executed Intergovernmental Personnel Agreement, all personnel employed by the Navajo Nation to carry out the Contract and this AFA shall meet the qualifications set forth by the Navajo Nation Department of Personnel Management and all personnel employed by the Navajo Nation under this AFA will adhere to applicable Navajo Nation Personnel Policies Manual including sick leave, holidays, pay schedules and pay tables.

3. **Records System**

a. The Navajo Nation agrees to keep such records as required pursuant to Section B(7) of the Contract, as amended; to make reports required by Section 5(a)(1) and (2) of the ISDEAA, as amended; and to make such information and reports available to the Indian beneficiaries as required by Section 5(c) of the ISDEAA, as amended. The Navajo Nation shall maintain a recordkeeping system that will allow for the maintenance of records to facilitate retrocession or reassumption of the Contract. Such records system, at a minimum, shall:

1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.

2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control Schedule.

b. When the Navajo Nation operates a system of records to accomplish a BIA function, the Navajo Nation shall comply with the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81, et seq.

c. The Navajo Nation shall make all reports and information concerning the Contract available to the Indian beneficiaries that the Contract serves or represents pursuant to the provisions of the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81 et seq.

J. **EXAMINATION OF RECORDS.**

1. The Navajo Nation agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs

of whatever nature for which expenditure, payment or reimbursement is claimed under the provisions of the Contract or this AFA.

2. The Navajo Nation agrees to make available at the Navajo Nation offices at all reasonable times during the time period of the Contract and this AFA below any of the records, with reasonable advance notice, for inspection, audit or reproduction by any authorized representative of the Comptroller General or the Secretary of Interior as required under the ISDEAA, as amended, and applicable federal regulations.

3. Pursuant to Section (B)(7) of the Contract, the Navajo Nation shall preserve and make available its records related to the Contract and this AFA:

a. Until the expiration of the earlier of three years from the date of final payment under the Contract or the time period for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d), whichever expires earlier.

b. If the Contract is completely or partially cancelled, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

4. Records which relate to appeals under Section (B)(12), Disputes, of the Contract; litigation or the settlement of claims arising out of the performance of the Contract; or costs and expenses of the Contract as to which written exception has been taken by the Awarding Official or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.

5. Except for documentary evidence required under paragraph 4 above, the Navajo Nation may in fulfillment of its obligation to retain records substitute photographs, microphotographs, or other authentic reproductions or such records, after the expiration of 2 years following the last day of the month of payment or reimbursement to the Navajo

Nation of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or his duly authorized representative.

6. The provisions of this paragraph (J) shall be applicable to each subcontract hereunder which is on a cost; cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

7. The Navajo Nation further agrees to include in each of its sub-contracts hereunder a provision to the effect that the sub-Contractor agrees that the Comptroller General, the Secretary of the Interior, the Awarding Official, and the Tribal Contracting Officer, or any of their duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d) whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such sub-Contractor, involving transactions related to the sub-Contract. The term "sub-Contract" as used in this paragraph only, excludes:

- i. Purchase orders not exceeding \$10,000; and
- ii. Sub-Contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

K. NAVAJO PREFERENCE

Consistent with Section 7 (b) of the ISDEAA, as amended, the Navajo Nation Business Opportunity Act, 5 N.N.C. Section 201, et seq., and the Navajo Preference in Employment Act, 15 N.N.C. Section 601, et seq., shall apply to the administration of the Contract and this AFA.

L. REPORTS

During the course of this AFA, the Navajo Nation shall submit the following reports:

1. **Annual Federal Financial Report (FFR).** Notwithstanding the process set forth in Paragraph P(2) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual *FFR* to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and Grants Section / OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual *FFR* shall be submitted within 120 days after closure of each contract funding period.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual *FFR* referenced above, submit a final *FFR* within 120 days after the closure of the contract ending date as extended and shall also be supported by FMIS Job Status Inquiry.

2. **Annual Narrative Report.** Pursuant to the process set forth in Paragraph P(2) of the AFA, the Navajo Nation agrees to submit the brief Annual Narrative Report for this contract to the Awarding Official through the designated AOTR within 120 days after closure of each contract funding period. The report shall describe the conduct of the program and activities in:

- a. Accomplishments of the program objectives;
- b. Description of any significant problems encountered; and
- c. Any changes required to the Contract and/or Scope of Work.

The Navajo Nation is a Mature Contractor and Section 5(a) (2) of the ISDEAA only requires a brief annual narrative report.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual narrative report referenced above, submit a final Narrative Report within 120 days after the closure of the contract ending date as extended.

3. **GPRA Reports.** The Navajo Nation agrees to submit applicable and relevant data and information concerning the operation of the attached Scope of Work to the Awarding Official through the AOTR necessary for the BIA to meet the requirements of the Government Performance Results Act ("GPRA") of 1993 (Pub. L. 103-62). The data and information, including format and due date(s), that the Navajo Nation will submit

shall be negotiated between the parties and delineated in Attachment C, which is attached hereto and incorporated herein by reference. The BIA shall simultaneously provide the Navajo Nation with copies of any GPRA reports it submits to the Central Office or the Office of Management and Budget.

4. **Additional Reports.** Any additional reports required by law to be submitted beyond the reports identified in (1) through (3) above shall be negotiated between the parties and delineated in Attachment D, which is attached hereto and incorporated herein by reference.

5. The AOTR will notify the Navajo Nation of delinquent report(s) and suggest the due date that the BIA must receive the delinquent report(s). If the Navajo Nation fails to submit the overdue report(s) by the established deadline, the AOTR will notify the Awarding Official and recommend corrective action. A copy of such recommendation shall be provided to the Navajo Nation. The Awarding Official will then take appropriate action, consistent with the ISDEAA, as amended, to ensure that the Navajo Nation complies with the terms and conditions of the Contract and this AFA.

M. SINGLE AUDIT REQUIREMENTS

1. The Navajo Nation shall comply with the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., and agrees to arrange for an annual single organization-wide audit as prescribed by the ISDEAA, as amended; the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular) and 43 CFR Part 12.

2. If the Navajo Nation fails to comply with the requirements for obtaining audits according to the Single Audit Act Amendment of 1996, the BIA may take actions as appropriate given the circumstances and as allowed pursuant to Subpart F §200.505 of the OMB Super Circular.

3. In addition to the submission requirements of the Single Audit Act Amendment of 1996 and to meet the requirements of ISDEAA, as amended, the Navajo Nation shall send

- a. Single Audit Report with Form SF-SAC (Data Collection Form) to:
Federal Audit Clearinghouse
U.S. Bureau of the Census
1201 East Tenth Street
Jeffersonville, IN 47132
(301) 763-1551
- b. Single Audit Report to the Clearinghouse for each funding agency wherein the Report includes a finding related to the funding awarded to the Navajo Nation by such agency.
- c. Two copies of the Single Audit Report to:
Division of Internal Evaluation and Assessment
U.S. Department of the Interior
12220 Sunrise Valley Drive
Reston, VA 20191
(709) 390-6357

N. TECHNICAL ASSISTANCE AND MONITORING

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in paragraph P, BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include a time frame for completion of the technical assistance.

2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.

3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:

- a. One annual evaluation (Monitoring Session) by the Awarding Official and AOTR. This visit shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.
- b. Additional visits beyond the Monitoring Session shall only occur when requested by the Navajo Nation or when the Awarding Official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of contract payments, or that other serious Contract performance deficiency may exist in accordance with Section B(7)(C) of the Contract. Such visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract.
- c. The Monitoring Session shall be conducted pursuant to the Memorandum of Understanding entered into by the Navajo Nation and BIA NRO.

O. FEDERAL TORT CLAIMS ACT

1. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.
2. In accordance with the requirement in 25 CFR, Part 900, Subpart M, subsection 900.188(a) the Navajo Nation agrees to designate an individual to serve as tort claims liaison with the Federal government. The designated tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, and Subpart M. subsection 900.188(c).

P. CONTRACT ADMINISTRATION

Requests or inquiries on significant and non-routine matters, such as technical assistance, issues that require action or decision by BIA NRO, and those raising legal issues, regarding this AFA shall be submitted in writing as follows. Communication and correspondence on items of a routine nature is not subject to this Section.

1. Federal Contract Administration

All correspondences by BIA NRO concerning the Contract and this AFA shall be routed as follows for submission to the Navajo Nation:

Indian Self-Determination Specialist/Awarding Official
Bureau of Indian Affairs – Navajo Regional Office
P.O. Box 1060
Gallup, New Mexico 87305
Telephone No.: (505) 863-8228, 8311, 8401, 8522, and 8524
Fax No. (505) 863-8461

2. Tribal Contract Administration

All correspondences by the Navajo Nation's Pub. L. 93-638 BIA contracted programs' concerning the Contract and this AFA shall be routed as follows for submission to the BIA NRO:

Navajo Nation Contracting Officer
Contracts and Grants Section - Office of Management and Budget
Post Office Box 646
Window Rock, Arizona 86515
Telephone No.: (928) 871-6470
Fax No. (928) 871-6567

3. All requests or inquiries covered under this section shall be done in accordance with the process identified in (1) and (2) above. Any documents associated with requests or inquiries not in compliance with this Section shall be immediately returned to the other party without further action.

Q. SEVERABILITY

The provisions of this AFA are severable. If any provision of this AFA is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remainder of the AFA.

R. EFFECT ON EXISTING RIGHTS

1. Nothing in this AFA shall be construed as affecting, modifying, diminishing, waiving or otherwise impairing the sovereign immunity from suit enjoyed by the Navajo Nation.

2. Nothing in this AFA shall be construed as waiving any rights of the parties under applicable federal law.

3. Nothing in this AFA shall be construed as authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Navajo Nation, Navajo people, or Indian beneficiaries.

S. EFFECTIVE DATE

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2016 through December 31, 2016 or until such time that a successor AFA is executed or a new contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

Russell Begaye, President

THE NAVAJO NATION

Date

Secretary, Department of the Interior,

Or designee

UNITED STATES OF AMERICA

Date

Scope of Work

SOW

A

COMMUNITY HOUSING AND INFRASTRUCTURE DEPARTMENT
P.L. 93-638 Housing Improvement Program Contract

SCOPE OF WORK

The purpose of the Community Housing and Infrastructure Department (CHID), Housing Improvement Program (HIP) of the Navajo Nation is to improve the living standards for Navajo families and individuals by constructing new house; repair and renovation of existing homes within the territorial boundaries of the Navajo Nation. In carrying out the purpose of the scope of work (SOW), HIP shall conduct its duties consistent with 25 CFR Part 256, Housing.

A. HOUSING ASSISTANCE APPLICATION PROCESS

Families and/or individuals applying for housing assistance shall submit a Housing Assistance Application (BIA form 6407) with one of HIP's five (5) Agency offices. The applicant shall provide all the required documents as outlined in 25 CFR, Part 256.13. In accordance with 25 CFR, Part 256.6, HIP shall review all Housing Assistance Application to determine eligibility.

B. SELECTION OF FAMILIES OR INDIVIDUALS FOR HIP ASSISTANCE

The HIP is responsible for selecting families and/or individuals to receive housing assistance under 25 CFR Part 256.14. The type of assistance is determined for each selected applicant and estimated allowable cost in regards to the Category being used for the eligible applicant. In doing so, HIP shall conduct the following duties:

1. Receive, review and screen all applications;
2. All applications shall contain the information outlined in 25 CFR Part 256.13 to establish eligibility requirements;
3. Determine eligibility for housing assistance; and
4. Develop and approve a priority list identifying which applicants will be served based on the amount of funding available.

C. RANKING

1. Once the eligibility requirement has been established pursuant to 25 CFR Part 256.6, HIP shall develop a priority list using a ranking system consistent with the numeric values and the following four (4) factors:
 - a. Annual household income;
 - b. Aged persons (elderly);
 - c. Disabled individual; and
 - d. Dependent children.In instances of a tie, the family with the lower income will be listed first.
2. Due to the large number of Navajo families and/or individuals requesting housing assistance from HIP, the annual income figures as outlined in 25 CFR 256.13 and 256.14 will be utilized to obtain the require numeric value. The HIP Program will serve the "neediest of the needy" Indian families who have no other resource for standard housing.

D. ALTERNATIVE METHODS OF CONSTRUCTION

Due to the large rising cost in building materials, every effort will be made to explore and provide opportunities for alternative methods of construction. The alternative methods of construction include the following:

1. Adobe;
2. Modular Units;
3. Metal Stud Building;
4. Manufacturing homes; and
5. Octagon Hogan.

E. CONSTRUCTION WORK: NEW CONSTRUCTION OR REPAIR AND RENOVATION OF EXISTING HOMES

1. HIP shall construct a quality "modest replacement" home and may use alternative methods of construction. .
2. HIP shall develop an economical method of housing construction by hiring professional individuals to conduct the repair, renovation and new construction of housing units in the following three (3) categories of assistance:
 - a. Category A-Interim Improvement. Not to exceed the cap of \$2,500 in housing repairs to the houses in which applicant lives.
 - b. Category B-Repairs and renovation. Not to exceed the maximum amount of \$35,000 in renovation improvement to the applicant's house. Memorandum dated February 22, 2006, by Pat Ragsdale, Director, Bureau of Indian affairs states the following: In recognition of the rising cost of inflation for materials and fuels, the Regional Office may request to exceed the Category B cost limit of \$35,000 as outlined in CFR 256.7. Any waiver request shall not exceed the established cap of \$35,000 by 20 percent.
 - c. Category C-Replacement housing. New housing construction, the house cannot be brought up to applicable building code standards for \$35,000 or less and the applicant owns a home or owner or leasehold of land suitable for housing.

F. SUBCONTRACTING

In the event it is necessary to subcontract a project, the HIP shall comply with the Navajo Nation Procurement Code and its Rules and Regulations and other applicable Navajo Nation laws and policies.

G. CONSTRUCTION START AND COMPLETION DATES

The Construction Supervisor shall prepare construction schedules displaying anticipated construction starting and completion dates for each renovation and new construction project to be performed. The construction starting time shall take into account factors such as weather, location, family participation, availability of materials and site location. All HIP recipients listed on the priority list shall be notified by the Contractor of the starting and completion dates of the work to be performed. HIP does not provide re-location funds for families. All HIP recipients will be responsible for any rental costs, if any, during the time of either the renovation or construction of a new dwelling.

H. MONITORING AND EVALUATION TO ASSURE CONTRACTOR COMPLIANCE WITH THE CONSTRUCTION.

At various stages of construction, a trained and qualified servicing housing office representative or certified building inspector accompanied by the Tribal Project Coordinator will review the construction to ensure that it meets applicable minimum construction standards and building codes in accordance with the approved plans and specifications. Upon completion of each phase, further construction is prohibited until the inspection occurs and approval is granted as defined in 25 CFR 256.22.

I. APPLICABLE CODES.

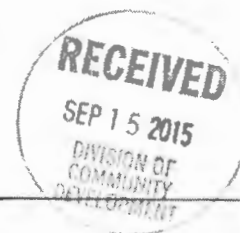
The Navajo Nation shall follow the appropriate local codes depending upon the type of construction involved. The Navajo Nation will ~~be~~ continue using the following codes for the residential construction: 2006 International Residential Code, 2006 International Plumbing Code, and 2008 National Electric Code. The Navajo Nation will change the use of the following code for the residential construction, effective January 01, 2017: 2012 International Residential Code, 2012 International Plumbing Code, and 2014 National Electric Code.

Summary of Proposed Budget

Summary Budget

B

**The Navajo Nation
Summary Budget on
FY 2016 P. L. 93-638 BIA Funding**



Part I. - Program Information:

A. Program / Division: Housing Improvement Program - DCD
B. Contract No.: A13AV00531

Part II. - Budget Information:

Budget at 2018000 for Admin/Direct Services

A	B	C	D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount
2001	Personnel Salary	Administrative Staff & Labor Force (Admin \$142,106; Const \$364,579)	\$506,685.00
2900	Fringe Benefit	Regular @ 45.60%; Temporary @ 9.00 % (Admin \$42,723; Const \$32,812)	\$75,535.00
3000	Travel	Personal Travel \$2500; (8) GSA Vehicles \$75,000 (use for construction)	\$77,500.00
3500	Meeting		\$0.00
4000	Supplies	Office/Operating/Transportation Supplies; Office/Construction Equipments; Fuel	\$9,026.00
5000	Lease & Rental	Building & Spaces; Construction Equipment Rental	\$14,000.00
5500	Communication & Utilities	Telephone/Internet Services; Utilities Services	\$4,086.00
6000	Repairs & Maintenance	Repairs/Maintenance; Demolition/Waste Services	\$11,000.00
6500	Contractual Service		
7000	Special Transactions	Auto Physical Damage, General Liability, Property Insurance; Workmans Comp	\$6,604.00
8000	Assistance	Housing Materials for New Construction/Renovation Homes (propose 6 projects)	\$278,000.00
9000	Capital Outlay		
9700	Indirect Cost	Part of BIA's Contract Support Cost	
Total Budget			\$982,436.00

Part III. - Signatures:

LaVerne Benally/ LaVerne Benally
Program Manager / Date 9/15/15

Chavez John/

Acting Division Director / Date

9/15/2015

9/16/15

Government Performance Results Act **(GPRA)**

GPRA

C

1st Quarter

1830 HIP

	Funds reported as expended for actual construction or repair of housing.	Total amount of funds reported as expended.
1st Quarter	\$0	\$0
2nd Quarter	\$0	\$0
3rd Quarter	\$0	\$0
4th Quarter	\$0	\$0

1874 HIP

	Number of construction schedules met.	Number of projects funded.
1st Quarter	0	0
2nd Quarter	0	0
3rd Quarter	0	0
4th Quarter	0	0

Omnibus

	Number of Tribes Reporting	Number of Tribes Required to Report
1st Quarter	0	0
2nd Quarter	0	0
3rd Quarter	0	0
4th Quarter	0	0

HOUSING IMPROVEMENT PROGRAM ANNUAL PERFORMANCE REPORT

1

GOVERNMENT PERFORMANCE RESULTS ACT (GPRA) REPORTING FORM-REGIONAL														
American Recovery and Reinvestment Act Reporting Template														
1	a. Total Number of Construction Projects:				0		0 0 0% 0% 0%		0		<div style="display: flex; justify-content: space-between;"> <div>REGION</div> <div>NAVAJO</div> </div>			
	b. Total Number of Construction Schedules Met:				0				0					
2	a. Amount of Administration Funds Reported:				\$0				0%		FISCAL YEAR		2012	
	b. Amount of Construction Funds Reported:				\$0				0%		QUARTER		1st Quarter	
	c. Amount of Total HIP Funds Reported:				\$0		0%		ARRA FUNDS		X			
		Type or Printed Name		LaVerne Bensily		Ph		(928) 871-8700		0		<div style="display: flex; justify-content: space-between;"> <div>OMNIBUS FUNDS</div> <div><input type="checkbox"/></div> </div>		
		Title		Program Manager		Fax		(928) 871-7179						#DIV/0!
3	Name of Applicant Provided Program Services			4. Applicant's Servicing Tribe	5. Program Category				6. Construction Schedules Met (Enter Yes / No)	7. Funding going to actual construction or repair of housing.				
	Last	First	Suffix		(A)	(B)	(C-1)	(C-2)		a. Admin cost	b. Project cost	c. Total		
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														

Program Specific Report

Specific Report

D

Attachment D

Program Specific Reporting

Inspection Reports

I. Inspection Reports pursuant to 25 U.S. C. 13 CFR §256.22 to be completed at various stages of construction by a trained and qualified servicing housing office representative or building inspector to ensure that it meets applicable minimum construction standards and building codes. Upon completion of each stage indicated below, further construction is prohibited until the inspection occurs and approval is granted. Inspections are, at a minimum, made at the following stages of construction:

- a) Footings;**
- b) Closed in, rough wiring**
- c) Closed in, rough plumbing, and**
- d) At final completion**

Document Review Form

Sec. 164 (A) Review

Document No. 004764

Date issued: SEP 15 2015 09/15/2015

RECEIVED

DIVISION OF
COMMUNITY
DEVELOPMENT

SECTION 164 REVIEW FORM

Title of Document: FY2016 HIP Contract Renewal

Contact Name: BENALLY, LAVERNE Y.

Program/Division: DIV. OF COMMUNITY DEVELOPMENT


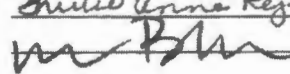
Email: lybenally@nnchid.org

Phone Number: (928) 729-4017

Division Director Approval for 164A: 

Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 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) Final approval rests with Legislative Standing Committee(s) or Council

<input type="checkbox"/>	Statement of Policy or Positive Law:		Sufficient	Insufficient
	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments? (OMB and Controller sign ONLY if document expends or receives funds)			
	1. OMB: <u>CSM - sec OMB Track sheet</u>	Date: <u>9/16/2015</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OOC: <u>Shirley Anna Regdali</u>	Date: <u>09/21/15</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OAG: <u></u>	Date: <u>9.29.15</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section 164(B) Final approval rests with the President of the Navajo Nation

<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M.O.A. or Letter of Assurance expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

Received

SEP 16 2015

Contracts and Grants Section - OMB

Request for Service (SAS Review) on Funding Contract / Agreement

For Program Use - Fill-in, Submit and/or Address

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona**1 Information on Program - Sponsor:**

A. HOUSING IMPROVEMENT PROGRAM / DCD
Program / Division

B. LAVERNE BENALLY (928) 729-4017
Program Manager / Phone No.

2 Information on SAS & Contract:

SAS No. SE

Application

Award

Modification No.

Per Original Annual Funding

A. Budget Amount (Bdgt Amt)

B. Term-Bdgt..Begin - End Date

C. Term-Contr..Begin - End Date

D. FY Funding

E. Funding Agency & CFDA No.

F. IGR legis., # & date...on Award

G. FMIS - Co. & K #s...on Award

Multi-yr Contract

FY2016

DOI-BIA

15.141

Amount +/-:

Term:

01/01/2016 to 12/31/2016

Date..From - To

Other:

e.g., SOW; Acct. Data; etc.

3 Document or Rule Chk:Organize & tab documents in order listed; provide helpful notes.

A. Memo on action required.....

B. Fund Agency - Documents

NOFA / NOGA / LETTER.....

Application, describe.....

Contract/Agreement.....

** Match Fund - Amt or % req..... 0

** IDC - Amt or % Allowed..... 0

Scope Wk/ Budget Forms.....

Req. Rpts / Spec. Cond. - \$/¶:

§ 4.

¶ 7.

3-Years Contract Renewal on P.L. 93-638 Contract Proposal

Include in packet.

Performance based SOW & Budget

Freq / Type-progr., 269.

Q - SF 269

GRPA Report

Period End

Caldr. Qtr.

Caldr. Qtr.

Due Date

45 dys after Qtr. End

C. NN BIPM

Budget Forms 1, 3-6..... FY2016 Summary Budget

IDC/MF - formula/calculate.....

D. Other - specify.....

** Attach citation of funding agency rule.

4 Acknowledgement: To the best of my knowledge, the information provided above is complete and accurate.

Laverne Benally 9/15/15
Program Mgr Signature / Date

For Contracts and Grants Section Use

5 Assigned FMIS Nos.:OMB Tracking No.

Comments:

Co. #

K#

6 Signature - Review / Acceptance:

Contract Analyst / Date

Contracting Officer / Date

****AFTER CGS REVIEW, RETURN SHEET TO OMB OFFICE SPECIALIST TO LOG OUT SAS ****



Office of Management and Budget
164 Review Tracking Sheet
REVIEW SHEET

____ FMIS
____ OMB
____ LOGOUT

164 Number: 004764 Date Received: 9/16/2015 2:50:52 PM Due Date: 9/25/2015
Assigned Reviewer: Rachael Arviso Entered By: Rosita Kee

FMIS information OMB cannot change.

Department: 306 COMM HSNG & INFRASTRCTR DVLPT
DIV. OF COMMUNITY DEVELOPMENT

Name: BENALLY, LAVERNE Y. Email: lybenally@nnchid.org Phone: (928) 729-4017

Title of Document: FY*2016 HIP Contract Renewal

Additional Description:

FY 2016 AFA

COPY

Comments:

164 Review Document No. 004764 is "SUFFICIENT" ** CGS review by Rachael 9/16/15

Housing Improvement Program (HIP) Contract Renewal for BIA P.L. 93-638: Contract is for the period of three (3) years. Packet is complete. New Company and Business Units will be assigned once approved.

Summary Budget form attached for the amount of \$982,436. Electronic word document for SOW sent to Veronica at DOJ.

9/16 summed sufficient based on comments above C/MS ✓

Picked Up By:

PRINT Name

Date



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
9-28-15 @ 12:50
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 004764
SAS #:
UNIT: Hsqw

☒ RESUBMITTAL
(15-1689-Sept 2015)

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

CLIENT TO COMPLETE			
DATE OF REQUEST:	9/28/2015	DIVISION:	OF COMMUNITY DEVELOPMENT
CONTACT NAME:	Laverne Benally	DEPARTMENT:	CH&ID
PHONE NUMBER:	729-4017	E-MAIL:	lybenally@nnchid.org
TITLE OF DOCUMENT: FY 2016 HIP Contract Renewal			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: 9/29 @ 8:17 REVIEWING ATTORNEY/ADVOCATE: V13			
DATE TIME OUT OF UNIT: 9/29 @ 9/29 LS			
DOJ ATTORNEY / ADVOCATE COMMENTS			
legally sufficient			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
		Vannica Blackhat	9/29/15 11:19 AM
DOJ Secretary Called: Laverne for Document Pick Up on 9/29 at 9/29 By: Smith			
PICKED UP BY: (Print) Laverne Benally		DATE / TIME: 10/2/15 11:22 AM	

NAVAJO NATION

RCS# 207

Naa'bik'iyati Committee

11/12/2015

10:00:54 PM

Amd# to Amd#

Legislation No. 0368-15:

PASSED

MOT Tsosie

Approving and authorizing a

SEC Crotty

contract between the NN and US

Department of Interior under 25

Yea : 11

Nay : 0

Not Voting : 13

Yea : 11

BeGaye, N

Crotty

Slim

Tsosie

Bennett

Damon

Smith

Witherspoon

Chee

Hale

Tso

Nay : 0

Not Voting : 13

Bates

Brown

Jack

Phelps

Begay, K

Daniels

Perry

Shepherd

Begay, M

Filfred

Pete

Yazzie

Begay, NM