

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

24<sup>TH</sup> NAVAJO NATION COUNCIL - Third Year, 2021

AN ACTION

RELATING TO THE BUDGET AND FINANCE COMMITTEE; APPROVING A  
BUDGET ALLOCATION IN THE AMOUNT OF EIGHT MILLION EIGHT HUNDRED  
NINETY-THREE THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS  
(\$8,893,839) FOR COVID-19 RELIEF EFFORTS

BE IT ENACTED:

SECTION ONE. AUTHORITY

1. The Budget and Finance Committee is empowered to appropriate, allocate, cancel, reappropriate, and review the use of Navajo Nation funds. 2 N.N.C. § 301(A)(3).
2. The Budget and Finance Committee is authorized to approve the budgets for all donated funds that have been received by the Nation as of the date the Fund Management Plan, COVID-19 Response Donation Fund was enacted. COVID-19 Response Donation Fund, 1003, Administration, Legislative Oversight.

SECTION TWO. FINDINGS

- A. The Budget and Finance Committee approved the COVID-19 Response Donation Fund, Fund Management Plan through Resolution BFD-43-20, which is attached as **Exhibit A**, on December 1, 2020.
- B. The Budget and Finance Committee is required to approve allocations from the COVID-19 Response Donation Fund ("Donation Fund") that have been received as of December 1, 2020 as well as budgets that exceed one hundred thousand dollars (\$100,000). Fund Management Plan, COVID-19 Response Donation Fund, 1003, Administration.
- C. The purpose of the Donation Fund is to hold "all financial donations received by the Navajo Nation for its COVID-19

relief efforts not restricted by donor for a specific purpose, from any external funding sources other than federal, state, or local governments." Fund Management Plan, COVID-19 Response Donation Fund, 1002, Purpose.

- D. Funds may be expended from the Donation Fund for use by the Navajo Nation Department of Emergency Management for preparedness, emergency response, recovery, and mitigation of COVID-19 effects and to account for the needs of any Navajo Nation governmental entity.
- E. The Department of Emergency Management has prepared a budget, which is attached as **Exhibit B**, requesting an allocation of Eight Million Eight Hundred Ninety-Three Thousand Eight Hundred Thirty-Nine Dollars (\$8,893,839), to provide assistance in the COVID-19 relief efforts of the Department of Health and the Division of Community Development.
- F. The Office of Management and Budget (OMB) has reviewed the budget forms prepared by the Department of Emergency Management and provided two memoranda, which are attached as **Exhibit C**.
- G. Notwithstanding the issues noted by OMB, the Budget and Finance Committee is satisfied that the legislation has been drafted to conform with the Donation Fund, Fund Management Plan at **Exhibit A**.
- H. These relief efforts will enable Department of Health to provide alternative care site/isolation for COVID-19 positive patients and well as continued support for contact tracing. The Division of Community Development will be able to manage supplies needed by Navajo Nation chapters including, trucking, delivery support, program management, and loading bulk shipments purchased through CARES Funds.
- I. In its approval of the Navajo Nation Budget Instruction Manual ("BIM") for Fiscal Year 2021, the Budget and Finance Committee recognized the difficulties involved in obtaining signatures on budget forms related to requests for appropriation. The Fiscal Year 2021 BIM, therefore, reflects that divisions and departments are encouraged, rather than required, to have written concurrence from the appropriate Branch Chief or Division Director. Navajo Nation BIM, Fiscal Year 2021, Section XII.B.1.a.i.

**SECTION THREE. APPROVAL OF ALLOCATION FROM THE COVID-19 RESPONSE DONATION FUND**

- A. The Budget and Finance Committee approves the allocation from the COVID-19 Response Donation Fund in the amount of Eight Million Eight Hundred Ninety-Three Thousand Eight Hundred Thirty-Nine Dollars (\$8,893,839), to Business Unit NEW, as indicated in the budget documents in **Exhibit B**.

**SECTION FOUR. COVID-19 RESPONSE DONATION FUND REIMBURSEMENT**

The COVID-19 Response Donation Fund shall be reimbursed for any eligible expenditures set forth in this legislation from any eligible FEMA reimbursements and/or other federal funding, specifically including additional Congressional appropriations for COVID-19 related relief, made available to the Navajo Nation.

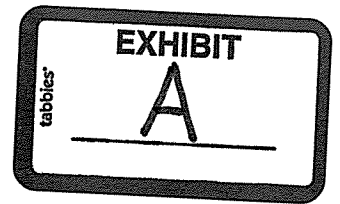
**CERTIFICATION**

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 by teleconference at which a quorum was present and that the same was passed by a vote of 3 in favor and 1 opposed, this 21<sup>st</sup> day of January 2021.

A handwritten signature in blue ink, appearing to read 'Jamie Henio', is written over a horizontal line.

Jamie Henio, Chairperson  
Budget and Finance Committee

Motion: Honorable Jimmy Yellowhair  
Second: Honorable Nathaniel Brown



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

**24<sup>TH</sup> NAVAJO NATION COUNCIL - Second Year, 2020**

**AN ACTION**

**RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND BUDGET  
AND FINANCE COMMITTEES; APPROVING THE FUND MANAGEMENT PLAN FOR  
THE NAVAJO COVID-19 RESPONSE DONATION FUND**

**BE IT ENACTED:**

**SECTION ONE. AUTHORITY**

- A. The Health, Education and Human Services Committee is empowered to recommend the COVID-19 Response Donation Fund, Fund Management Plan, to the Budget and Finance Committee. Council Resolution CJY-52-20, Section 5.A.
- B. The Budget and Finance Committee is empowered to approve fund management plan upon the recommendation of the appropriate oversight committee and the affected division or branch. 2 N.N.C. § 301(B)(14).

**SECTION TWO. FINDINGS**

- A. The Navajo Nation received financial and property donations from individuals, businesses, non-profits, agencies, and enterprises to support the Nation's COVID-19 relief efforts.
- B. The Navajo Nation Council approved the COVID-19 Response Donation fund in Council Resolution CJY-52-20 to ensure that all financial donations are accounted for and spent solely on COVID-19 response efforts.
- C. The Fund Management Plan for the COVID-19 Response Donation Fund is attached as **Exhibit A**.

**FUND MANAGEMENT PLAN, COVID-19 RESPONSE DONATION FUND**

Table of Contents:

- 1001. Establishment
- 1002. Purpose
- 1003. Administration
- 1004. Fund Management
- 1005. Effective Date
- 1006. Audit Requirements
- 1007. Amendments
- 1008. Restrictions
- 1009. Compliance

1001. Establishment

There is hereby established a Fund Management Plan (“FMP”) for the COVID-19 Response Donation Fund (“Fund”), for use by the Navajo Nation Department of Emergency Management (“Department”) in the management of the Fund. The Department shall manage and administer the Fund pursuant to this FMP in keeping with all applicable Navajo laws, and following recommendation of the FMP by the Health, Education, and Human Services Committee and approval by the Budget and Finance Committee, both standing Committees of the Navajo Nation Council.

1002. Purpose

A. The Fund is established for the purpose of:

1. housing all financial donations received by the Navajo Nation for its COVID-19 relief efforts not restricted by the donor for a specific purpose, from any external funding source other than federal, state, or local governments; and
2. expending these donations only for the Navajo Nation’s COVID-19 relief efforts as prioritized by the Department, including but not limited to preparedness, emergency response, recovery, and mitigation of COVID-19 effects, including but not limited to, emergency alerts and public service announcements; and take into account the needs of any Navajo Nation governmental entity.

B. The FMP is established for the purpose of ensuring that the funds donated to the Navajo Nation’s COVID-19 response and relief efforts are:

1. expended only for COVID-19 response related efforts of the Navajo Nation, in a manner consistent with the general purposes for which the funds were donated; and
2. promptly expended; and
3. expended in a manner that maintains the integrity of the COVID-19 donation response efforts; and
4. subject to monitoring and accounting, including auditing.

C. Financial donations restricted by a donor for a specific purpose shall be treated as a grant, and those donations shall be deposited into the account(s) of the donor-specified

Department or Program, or the account(s) of the Department or Program with the responsibility for accomplishing the donor-specified purpose.

1003. Administration

A. Funding Source

All financial donations received and properly accepted by the Navajo Nation for its COVID-19 relief efforts not restricted by the donor for a specific purpose, from any external funding source other than the federal, state, or local governments. The available amount of financial donations shall be determined following the payment of any and all administrative and processing fees charged by the fundraising platforms used to receive the financial donations.

B. Legislative Oversight

1. Donations received shall be reported to the Naabik'iyáti' Committee of the Navajo Nation Council, at the end of each fiscal quarter, by the Office of the Attorney General and the Office of the Controller.
2. Any individual financial donation exceeding one hundred thousand dollars (\$100,000.00) shall be reported to the Speaker of the Navajo Nation, within ten (10) days of receipt, by the Office of the Attorney General and the Office of the Controller.
3. The Budget and Finance Committee of the Navajo Nation Council shall approve the budget(s) for all donated funds that have been received by the Nation as of the date this Fund Management Plan is enacted. The budget(s) for donated funds received thereafter shall be approved administratively, except for budgets exceeding one hundred thousand dollars (\$100,000) which shall be approved by the Budget and Finance Committee.
4. All Fund expenditures shall be reported to the Naabik'iyáti' Committee at the end of each fiscal quarter, by the Department and any other Navajo Nation governmental entity that is allocated donation funds.

C. Program Management

The Department shall manage and administer the Fund pursuant to this FMP, and follow a budgeting process executed by Executive Branch internal review and approval processes that ensure expeditious expenditure of the funds for their

intended purpose. This budgeting process is to be established by the Office of Management and Budget, in consultation with the Navajo Department of Justice. Budget forms created following this budgeting process shall be presented to the Budget and Finance Committee for approval prior to the Department expending funds.

1004. Fund Management

A. Fund Accounting

1. The Office of the Controller, of the Division of Finance, shall follow established policies and procedures for recording and depositing all monies into the Fund and accounting for the Fund in accordance with generally accepted accounting principles;
2. All records and accounts for the Fund shall be separately kept, including a separate Balance Sheet(s) and Expenditure Statement(s);
3. The Department shall account for all monies disbursed from the Fund, and such accounting shall be included in Department's fiscal quarterly reporting to the Naabik'íyáti' Committee.

B. Eligible Expenditures

These funds shall only be used for the Navajo Nation's COVID-19 relief efforts as prioritized by the Department, including but not limited to preparedness, emergency response, recovery, and mitigation of COVID-19 effects; and may take into account the needs of any Navajo Nation governmental entity.

C. Funding Allocation Process

1. The Department shall allocate funds consistent with the general purposes for which the funds were donated.
2. The Department may determine allocation of funds based on the needs identified by any Navajo Nation governmental entity; and
3. The Fund shall not be used to fund meeting stipends, the Department's payroll expenses, or other costs budgeted for in the Nation's annual comprehensive budget.



1005. Governing Dates

A. Effective Date

The FMP shall become effective upon establishment of the Navajo Nation COVID-19 Response Donation Fund by law and following recommendation of the FMP by the Health, Education, and Human Services Committee and approval by the Budget and Finance Committee, both standing Committees of the Navajo Nation Council.

B. Terminating Date

The FMP shall cease to have effect once the Fund has been fully expended, including full closeout of any agreements obligating funds from the Fund, and the Fund has been subject to a final annual audit.

1006. Audit Requirements

The Fund, until fully expended, shall be audited as part of an overall annual audit of the Navajo Nation government, by the Office of the Controller, and any contracted independent auditor.

1007. Amendments

The FMP may be amended, as necessary, upon proposal by the Department, and following recommendation by the Health, Education, and Human Services Committee and approval by the Budget and Finance Committee, both standing Committees of the Navajo Nation Council.

1008. Restrictions

The Fund shall not be expended or allocated to uses other than those specified in Council Resolution CJY-52-20 and this FMP.

1009. Compliance

Use and management of the Fund shall comply with all Navajo Nation laws, including but not limited to the Navajo Nation Procurement Act, Navajo Business Opportunity Act, and the Navajo Nation Ethics in Government Law.

## BUDGET AND FINANCE COMMITTEE

1 December 2020

Regular Meeting

### VOTE TALLY SHEET:

**Legislation No. : 0266-20:** An Action Relating to the Health, Education and Human Services and Budget and Finance Committees; Approving the Fund Management Plan for the Navajo COVID-19 Response Donation Fund *Sponsored by Jamie Henio, Council Delegate*

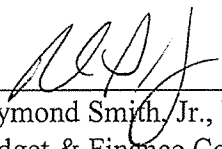
*Motion: Nathaniel Brown*

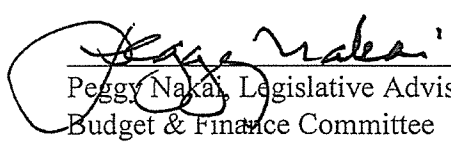
*Second: Amber K. Crotty*

*Vote: 5-0, Vice Chairman not voting, with 1 amendment*

### Final Vote Tally:

Jamie Henio	<b>yea</b>	
Jimmy Yellowhair	<b>yea</b>	
Raymond Smith Jr.		
Elmer P. Begay	<b>yea</b>	
Amber K. Crotty	<b>yea</b>	
Nathaniel Brown	<b>yea</b>	

  
\_\_\_\_\_  
Raymond Smith, Jr., Vice Chairman  
Budget & Finance Committee

  
\_\_\_\_\_  
Peggy Nakai, Legislative Advisor  
Budget & Finance Committee

THE NAVAJO NATION  
PROGRAM BUDGET SUMMARY

FY 2021

PART I. Business Unit No.: NEW		Navajo Department of Emergency Management		Division/Branch: Public Safety	
Prepared By: Harland Cleveland		Phone No.: (928) 871-6892		Email Address: hcleveind@navajo-nsn.gov	

PART II. FUNDING SOURCE(S)		Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY			Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
DONATION FUND		10/01/20-09/30/21	8,893,839.00	100%	2001	Personnel Expenses			0		
					3000	Travel Expenses			44,795		
					3500	Meeting Expenses					
					4000	Supplies			323,718		
					5000	Lease and Rental					
					5500	Communications and Utilities					
					6000	Repairs and Maintenance			50,586		
					6500	Contractual Services			4,431,282		
					7000	Special Transactions					
					8000	Public Assistance			3,793,458		
					9000	Capital Outlay			250,000		
					9500	Matching Funds					
					9500	Indirect Cost					
					TOTAL				\$0.00	8,893,839.00	0

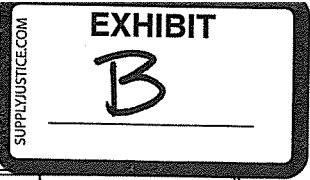
  

PART IV. POSITIONS AND VEHICLES		(D)	(E)
Total # of Positions Budgeted:			0
Total # of Vehicles Budgeted:			0

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

SUBMITTED BY:	Harland Cleveland	APPROVED BY:	Jesse Delmar
	Program Manager's Printed Name		Division Director / Branch Chief's Printed Name
	<i>[Signature]</i> 11/11/2021		<i>[Signature]</i> 01/11/21
	Program Manager's Signature and Date		Division Director / Branch Chief's Signature and Date



THE NAVAJO NATION  
PROGRAM PERFORMANCE CRITERIA

FY 2021

PART I. PROGRAM INFORMATION:		Navajo Department of Emergency Management								
Business Unit No.:	NEW	Program Name/Title:								
<b>PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:</b> LOCAP-07-18 The purpose of the Navajo Department of Emergency Management is to provide effective and efficient emergency management services on a 24-hour basis to everyone within the territorial jurisdiction of the Navajo Nation, as defined by Title 7 N.M.C. § 254 and 18 U.S.C. § 1151. An objective of the department is coordinating such services with other Navajo Nation divisions, departments, programs and local communities as well as other tribal, federal, state and county organizations.										
<b>PART III. PROGRAM PERFORMANCE CRITERIA:</b>			1st QTR		2nd QTR		3rd QTR		4th QTR	
			Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement: (NDEM)										
Disseminate information regarding COVID-19 shelter-in-place, curfew information										
Program Performance Measure:										
Issue daily, weekend lockdown and curfew notices.					15		15		15	
2. Goal Statement: (NDCD)										
Process 9200 pallets of life-support materials (CARES Act)										
Program Performance Measure:										
Receive, store and distribute supplies to Navajo Chapters					1		1		1	
3. Goal Statement: (NDOH)										
Reduce in home transmission of COVID-19										
Program Performance Measure:										
Number of isolation/quarantine referrals					10		10		10	
4. Goal Statement: (NDOH)										
Increase access to families in need of resources while shelter in place or safer at home.										
Program Performance Measure:										
Number of deliveries to families.					25		25		25	
5. Goal Statement: (NDEM)										
Provide Emergency Assistance to Navajo Chapters and Communities										
Program Performance Measure:										
Purchase emergency supplies food, water, wood and PPE Supplies					30		30		30	
<b>PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.</b>										
Program Manager's Printed Name Harland Cleveland Signature: <i>[Signature]</i> 11/11/2021 Program Manager's Signature and Date			Division Director/Branch Chief's Printed Name Jesse Delmar Signature: <i>[Signature]</i> 11/11/21 Division Director/Branch Chief's Signature and Date							

THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION

FY 2021

PART I. PROGRAM INFORMATION:		Business Unit No.:	
Program Name/Title:		NEW	
Navajo Department of Emergency Management			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
	<b>3000 TRAVEL EXPENSES</b>		44,795
	Travel expenses for NDOH staff working at Health command operation center.		
3230	Personal Travel (NDOH)		
.3250	Per Diem Meals:		
	Area A - \$55 x 15 Staff x 18 Days =		\$14,850.00
.3250	Lodging		
	Area A - \$98 x 15 Staff x 18 Days =		\$25,920.00
.3260	POV Mileage		
	0.575 NM Rate x 500 miles x 14 Staff		\$4,025.00
			<u>\$44,795.00</u>
	<b>4000 SUPPLIES</b>		323,718
	Diesel fuel for semi-trucks and box trucks to continue distribution throughout the Navajo Nation. (DCD Operations)		
4700	Diesel		
	Fuel for DCD Subcontractor to transport supplies to Navajo Chapters	323,718	
	<b>6000 Repairs &amp; Maintenance</b>		50,586
	Waste disposal Chirle ASC Site (NDOH). Mass Notification System payment renewal to inform Navajo Communities of COVID-19 Stay-at-home orders, shelter-in-place & curfew notices.		
6200	External Contractors		
.6250	Waste Disposal for ACS Site in Chirle (NDOH)	1,500	
6300	Technology		
.6320	Software Support (NDEM)	49,086	
	<b>TOTAL</b>	<b>419,099</b>	<b>419,099</b>

PART I. PROGRAM INFORMATION:		Business Unit No.: _____		NEW	
Program Name/Title: _____					
PART II. DETAILED BUDGET:					
(A)		(B)		(C)	
Object Code (LOD 6)		Object Code Description and Justification (LOD 7)		Total by DETAILED Object Code (LOD 6)	
				Total by MAJOR Object Code (LOD 4)	
6500 CONTRACTUAL SERVICES		Support DCD Operations for distribution of supplies to Navajo Chapters throughout the Navajo Nation. Support NDOH Operations for Alternative Care Sites (ACS) site for COVID-19 patients.		4,431,282	
6960		Subcontracted Services (NDOH)		4,431,282	
		Subcontracted Services (NDOH)			
		Subcontracting with Chinle Unified School District Alternative Care Site/Isolation for patients requiring Isolation/quarantine		650,000	
		EPI Subcontracted Services		500,000	
		PAE Technologies and/or other vendors for full wrap around services ACS Site.		1,580,000	
		COPE Contract Tracing Services		525,000	
		DCD NECA Contract Services to provide Chapter Supply Distribution, trucking delivery services to Navajo Chapters		1,176,282	
		delivery support, program management & loading of bulk shipment purchase from CARES Act Funds (CS-73-20)		54,431,282	
8000 ASSISTANCE		Purchase food, water, wood, supply for direct services to Navajo Communities through Humanitarian Aid under Department of Emergency Management.		3,793,458	
8020		Social		3,793,458	
		Emergency Assistance			
9000 CAPITAL OUTLAY		Purchase equipment for distribution of supplies, food, water, wood and PPE to support NDEW Humanitarian Aid Operations, cargo trailers, gooseneck and flatbed trailers and forklift.		250,000	
9140		Equipment		250,000	
		Equipment			
		TOTAL		8,474,740	
				8,474,740	

# SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

Consultant's telephone number

## SERVICES CONTRACT

### ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and Navajo Engineering & Const. Authority (NECA), hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning January 11, 2021, and ending March 12, 2021.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ 1,176,282.00, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the Div. of Comm. Dev. (*Contracting Program*), and its Authorized Representative, Patrick Dalgai, CHID, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-\_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The



**CONSULTANT** is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the **NATION** is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONSULTANT**, nor shall the **NATION** be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the **CONSULTANT'S** work and services under this Contract shall be and will remain the property of the **NATION**. The **NATION** may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The **CONSULTANT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the **CONSULTANT** that is related to the performance of this Contract; and **CONSULTANT** further agrees that the **NATION** may, at reasonable times and places, inspect and audit the **CONSULTANT'S** books and records to the extent that such books and records relate to the performance of this Contract. The **CONSULTANT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, **CONSULTANT** agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the **CONSULTANT'S** final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

<i>Insert the NATION'S and the CONSULTANT'S contact and contact information:</i>	
<u>Patrick Dalgai, Dept Manager II</u>	<u>Terry Gorsuch, Manager of Engineer</u>
<u>Division of Comm. Development</u>	<u>Navajo Engineering Const. Authority</u>
<u>PO Box 1904</u>	<u>PO Box 969</u>
<u>Window Rock, AZ 86515</u>	<u>Shiprock, NM 87420</u>
<u>928-871-7240</u>	<u>505-210-7070</u>

**NOTE:** The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The **CONSULTANT** agrees to hold harmless and indemnify the **NATION** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **NATION** or to the extent they result from the negligence of **NATION** officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The **CONSULTANT** is solely responsible for the payment of all applicable taxes.

19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
20. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
21. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT'S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

#### SIGNATURES OF THE CONTRACT

**For the Consultant:**

**For The Navajo Nation:**

Brett Grubbs, CEO/Gen. Mngr \_\_\_\_\_ Date \_\_\_\_\_  
NECA  
PO Box 969  
Shiprock, New Mexico 87420

\_\_\_\_\_  
Branch Chief  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515  
\_\_\_\_\_ Date \_\_\_\_\_

## SERVICES CONTRACT

### ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	<u>Navajo Engineering &amp; Construction Authority</u>
ADDRESS	<u>PO Box 969</u>
	<u>Shiprock, New Mexico 87420</u>
TELEPHONE NO.	<u>505-210-7070</u>

**Scope of Work**  
Division of Community Development  
and  
Navajo Engineering & Construction Authority

**Chapter Distribution Operation**

The Division of Community Development (DCD) has a mission to acquire and distribute critical supplies for the Navajo Nation Chapters. DCD is partnering with Navajo Engineering & Construction Authority (NECA) to utilize NECA's available transport equipment to assist in delivering supplies to Navajo Nation Chapters. The major components of these deliveries include:

DCD is in the process of acquiring approximately 9,200 pallets of life-support materials, including water, bleach, non-perishable food, PPE, blankets, clothing and other essential supplies. NECA will provide services to deliver approximately 9,200 pallets of life-supporting materials.

**Trucking**

- Trucks and trailers as required including, but not limited to 53' box trailers, 53' float trailers, 26' flatbed trailers and 1-ton and 2-ton trucks
- Qualified, permitted, insured driver's
- Fuel and mechanical support for trucks
- PPE for drivers and helpers

**Delivery Support for Chapters**

- All staff and MHE (material handling equipment) required to offload the trucks at the Chapters as directed.
- Shuttling materials to Chapters in cases where semi-trucks cannot access the designated location.
- PPE for Chapter-Support personnel

**Dispatch Coordination/Delivery**

- On-the-ground project management to ensure successful operations and coordination with DCD. Mobile office and support for DR operations as-needed.
- Management of trucking operation to ensure the right types of trucks and trailers are on site each day, in the right numbers. This dispatch plan to be coordinated on a rolling 72-hour basis with DCD for maximum efficiency.
- Load planning to ensure the most efficient use of trucks, personnel and delivery of materials.
- Food, lodging, transportation and support for DR employees as-needed.
- Delivery and removal of equipment from job sites as-needed.

**Variables and Contingency Plan**

As part of this plan NECA will provide other services as needed to ensure successful operations as unexpected circumstances almost certainly will arise. This may include additional personnel on the ground; variations to the trucking plan; additional trucks, forklifts and other equipment, etc.

**Timing/Period of Performance**

NECA has been heavily engaged in pre-planning for this operation. NECA will begin trucking right after it receives direction and approval from DCD.

Based on our understanding of DCD's plans for this operation, the Period of Performance (PoP) for deployed resources will be forty-five (45) days from the start of the trucking operation. PoP can be extended as needed by DCD on requirements and terms to be discussed.

**Pricing**

NECA agrees to a fixed-price, performance per day pricing (the estimate attached in this contract). Performance per day pricing will allow NECA to provide a successful outcome as circumstances change throughout the PoP.

Based on that approach NECA estimates a \$1,109,700 firm fixed estimate with the Navajo Nation sales tax of 6%, which brings the total to \$1,176,282 for the solution outlined above.

## SERVICES CONTRACT

### EXHIBIT A – Accounting Codes and Budget

FIRM NAME Navajo Engineering & Construction Authority  
ADDRESS PO Box 969  
Shiprock, New Mexico 87420  
TELEPHONE NO. 505-210-7070

### ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	Contractual Services	\$ <u>1,109,700.00</u>
_____ - _____	Navajo Nation Tax 6%	\$ <u>66,582.00</u>
_____ - _____		\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ <u>1,176,282.00</u>

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.**  
**The detailed budget total must match the totals above and the totals on Page 1 of the Contract.**

#### -Cost Estimate-Fees

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_  
\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_  
\_\_\_\_\_ % Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_  
Total Fees: \$ \_\_\_\_\_

#### -Cost Estimate-Expenses

Travel (\_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_  
Meals (\_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_  
Lodging (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_  
Airfare (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_  
Materials, supplies, and goods (list each item and associated cost): \$ \_\_\_\_\_  
Total Expenses: \$ \_\_\_\_\_

# Navajo Engineering And Construction Authority

P.O. Box 969  
No. 1 Uranium Blvd.  
Shiprock, NM 87420

Phone: (505) 210-7070  
Fax: (505) 210-7009

<b>To:</b> Division Of Community Development	<b>Contact:</b> Patrick Dalgai
<b>Address:</b> Window Rock, AZ	<b>Phone:</b> (480) 540-5468
	<b>Fax:</b>
<b>Project Name:</b> DCD Chapter Distribution Operation - Revised To 45 Days	<b>Bid Number:</b>
<b>Project Location:</b> Navajo Nationwide	<b>Bid Date:</b> 12/22/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Transport Truck - Float Trailer - Driver - Swamper (10 Trucks) - \$,2005 Per Truck, Per Day	45.00	DDAY	\$20,050.00	\$902,250.00
2	2 Ton Truck - Equipment Trailer - Forklift Or Equivalent - Pickup - Driver - Operator - Swamper (2 Setups) - \$2,305 Per Setup, Per Day	45.00	DDAY	\$4,610.00	\$207,450.00

**Base Bid Price Subtotal:** \$1,109,700.00

**Total Navajo Nation Sales Tax 6.00%:** \$66,582.00


**Total Bid Price:** \$1,176,282.00

## Alternate

3	2 Ton Truck For Delivery Of Provisions - Driver - Swamper (Any)	1.00	DDAY	\$1,130.00	\$1,130.00
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## Notes:

- NECA has based the estimate on 45 working days, but only the actual number of days required will be invoiced.
- NECA's team and our subcontractors understand that time is of the essence; therefore, we anticipate a starting date during the week of December 28th.
- NECA's estimate is based on 5 working days per week.
- It is understood that DCD has Logistics Coordination arranged and this scope WILL NOT be NECA's responsibility
- An alternate has been included to utilize 2-Ton flatbed trucks for distribution. Please note that these units will haul less than 1/2 of the capacity of the transport truck/flat deck combo units.
- A Performance Bond and taxes have been included in the estimate.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.  <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Navajo Engineering And Construction Authority</b>  <b>Authorized Signature:</b>  <b>Estimator:</b> Terry Gorsuch terry@navajo.net
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## SERVICES CONTRACT

### EXHIBIT B - Consultant Credentials

FIRM NAME	<u>Navajo Engineering &amp; Construction Authority</u>
ADDRESS	<u>PO Box 969</u>
	<u>Shiprock, New Mexico 87420</u>
TELEPHONE NO.	<u>505-210-7070</u>

#### FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>NAVAJO ENGINEERING &amp; CONSTRUCTION AUTHORITY</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>GOVERNMENT - TRIBAL</b>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <b>PO BOX 969</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>SHIPROCK, NM 87420</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

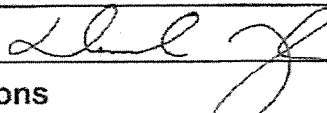
Social security number								
			-				-	
or								
Employer identification number								
8	6		-	0	2	7	6	1 8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>11-16-20</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

**Applicant's Address**

Navajo Engineering & Const. Authority


#1 Uranium Blvd.

Shiprock, New Mexico 87420

**Name & Signature of Applicant**

Terry Gorsuch, Manager of Engineering

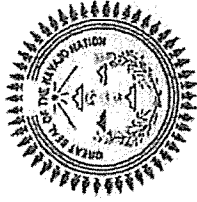
Type or Print Name

  
Signature Date 12-27-2020

# The Navajo Nation

## Contract and Purchase Certification Certificate of Eligibility

Certificate No. 0420-8695



INDIGENOUS DESIGN STUDIO & ARCHITECTURE, LLC - PROFESSIONAL SERVICE - Architecture, Master Planning, facility assessments, design build, feasibility studies, land use planning, cultural consulting, programming, building information modeling, economic development training, and community participatory facilitation, sustainable and LEED design, and interior design.

Priority No. 1

### TO ALL PERSONS DOING BUSINESS ON THE NAVAJO NATION:

The above named entity is hereby certified, in accordance with the Navajo Business Opportunity Act, Title 5, Chapter 2, § 204 (A) (1) & (2), as a Navajo or Indian Owned Business and being duly certified with this Office, shall be afforded all economic opportunities pursuant to the Navajo Nation Council Resolution CAP-37-02.

A certified business entity is one owned by an Enrolled Member of the Navajo/Other Indian Tribe and is at least 51 % or more Navajo/Indian owned and controlled.

**ONE HUNDRED (100 %)**

PERCENTAGE OF BUSINESS OWNERSHIP

**4/28/2020**

DATE OF CERTIFICATION

**4/27/2021**

EXPIRATION DATE

*Alvin H. Wauneka*

**Alvin H. Wauneka**, Department Manager  
Business Regulatory Department  
Division of Economic Development

## SERVICES CONTRACT

### **EXHIBIT C - Certificate of Insurance**

FIRM NAME	<u>Navajo Engineering &amp; Construction Authority</u>
ADDRESS	<u>PO Box 969</u>
	<u>Shiprock, New Mexico 87420</u>
TELEPHONE NO.	<u>505-210-7070</u>

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.

# THE NAVAJO NATION VERIFICATION OF COVERAGE



**ISSUED TO: NAVAJO ENGINEERING & CONSTRUCTION AUTHORITY**

THIS CERTIFIES THAT THE NAVAJO NATION MAINTAINS FOR ALL, ITS DEPARTMENTS, PROGRAMS, CHAPTERS, BOARDS, COMMISSIONS, ENTERPRISES, AND EMPLOYEES INSURANCE AND SELF INSURANCE OF THE TYPE(S) AND AMOUNTS SPECIFIED BELOW, IN ACCORDANCE WITH THE NAVAJO TRIBAL CODE.

COVERAGE	LOCATION/DESCRIPTION	LIMITS OF COVERAGE
AUTO PHYSICAL DAMAGE	N/A	N/A
ALL RISK PROPERTY LIABILITY	N/A	N/A
	PROOF OF COVERAGE	PER POLICY LIMITS
COMMERCIAL CRIME	N/A	N/A
BOILER & MACHINERY	N/A	N/A
TRAVEL/STUDENT ACCIDENT	N/A	N/A
SURETY BONDS	N/A	N/A
AIRCRAFT HULL & LIABILITY	N/A	N/A

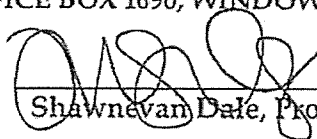
DESCRIPTION OF OPERATIONS, PERIOD AND CONDITIONS TO WHICH THIS COVERAGE APPLIES: COVERAGE IS EXTENDED TO NAMED INSURED BUT ONLY FOR NAMED INSURED AND FOR ACTS WITHIN THE SCOPE OF THEIR EMPLOYMENT, THIS EXCLUDES INJURY OR ILLNESS TO EMPLOYEES. COVERAGE EXTENDED ON BEHALF OF NAVAJO ENGINEERING & CONSTRUCTION AUTHORITY

**NOTES: COVERAGE EFFECTIVE DATE:** From October 01, 2020 to September 30, 2021.

IN THE EVENT THE INSURED RECEIVES FUNDS PURSUANT TO P.L. 93-638, AS AMENDED, AND IS COVERED UNDER THE FEDERAL TORT CLAIMS ACT (FTCA), FTCA WILL BE USED. TO THE EXTENT AN EVENT IS NOT COVERED BY FTCA, THE NATION WILL PROVIDE COVERAGE, CONSISTENT WITH THE NAVAJO LAWS AND POLICIES.

THIS CERTIFICATE ISSUED BY THE NAVAJO NATION RISK MANAGEMENT PROGRAM, POST OFFICE BOX 1690, WINDOW ROCK, AZ 86515. (928) 871-6335/6085.

BY:



Shawneen Dale, Program Supervisor II

for:

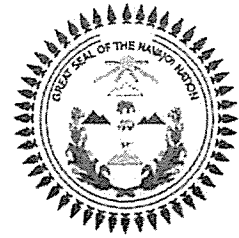
DATE:

November 25, 2019

# THE NAVAJO NATION

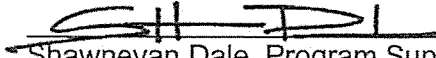
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JONATHAN NEZ | PRESIDENT    MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO : Lillian Schwales, Attorney  
Department of Justice  
Navajo Nation

FROM:   
Shawnevan Dale, Program Supervisor II  
Risk Management Program

DATE : August 21, 2020

RE : Minimum Insurance – Navajo Engineering & Construction Authority (NECA) &  
Division of Community Development Bathroom Addition Project.

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The Risk Management Program is in receipt of the above-mentioned document for insurance minimum review. The review focused primarily on the Master Contract. After further Review, the Risk Management Program has the following comments:

1. The Navajo Nation should require the following minimum insurance requirements: Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos; Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**
2. Since NECA is a member of the Navajo Nation Property & Casualty pool (RMP), the contractor **has met** the minimum insurance requirements. Please report any changes or terms of the contract immediately to RMP for review.

If you have any question, please feel free to contact me at extension 6335 or [sdale@navajo-nsn.gov](mailto:sdale@navajo-nsn.gov).

Cc: Arita Yazzie, Advocate NNDOJ



THE NAVAJO NATION  
PROGRAM BUDGET SUMMARY

FY 2021

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>FY2021 HEALTH COMMAND OPERATIONS CENTER</u>		Division/Branch: <u>NDOH</u>	
Prepared By: <u>Christine M. Chavez</u>		Phone No.: <u>928-871-6733</u>		Email Address: <u>christine.m.chavez@navajo-nm.gov</u>	

PART II. FUNDING SOURCE(S)	Fiscal Year Term	Amount	% of Total	PART III. BUDGET SUMMARY		Fund Type Code	(A) NNC Original Budget	(B) Proposed Budget	(C) Difference or Total
Donation	01/1/21-12/31/21	\$7,175,000.00	100%	2001	Personnel Expenses	1	0	82,070.00	
				3000	Travel Expenses	1	0	44,795.00	
				3500	Meeting Expenses	1	0	0.00	
				4000	Supplies	1	0	123,227.00	
				5000	Lease and Rental	1	0	5,000.00	
				5500	Communications and Utilities	1	0	5,100.00	
				6000	Repairs and Maintenance	1	0	81,500.00	
				6500	Contractual Services	1	0	6,020,000.00	
				7000	Special Transactions	1	0	63,308.00	
				8000	Public Assistance	1	0	0.00	
				9000	Capital Outlay	1	0	750,000.00	
				9500	Matching Funds	1	0	0.00	
				9500	Indirect Cost	1	0	0.00	
				TOTAL				\$0.00	7,175,000.00

PART IV. POSITIONS AND VEHICLES		(D)	(E)
Total # of Positions Budgeted:		0	10
Total # of Vehicles Budgeted:			

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

SUBMITTED BY: Dr. Jill Jim, Executive Director      APPROVED BY: Paulson Chaco, Chief of Staff

Program Manager's Printed Name: Christine M. Chavez      Division Director / Branch Chief's Printed Name: Paulson Chaco

Program Manager's Signature and Date: [Signature]      Division Director / Branch Chief's Signature and Date: [Signature]



THE NAVAJO NATION  
PROGRAM PERFORMANCE CRITERIA

PART I. PROGRAM INFORMATION:		FY2021 HEALTH COMMAND OPERATIONS CENTER							
Business Unit No.:	NEW	Program Name/Title:							
<b>PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:</b> HEHSCJA-01-18 Resolution of the Health, Education and Human Services Committee, 23rd Navajo Nation Council -- 4th Year 2018. Relating to Health, Education and Human Services Committee: Amending and Approving the Navajo Department of Health Master Plan of Operation.									
<b>PART III. PROGRAM PERFORMANCE CRITERIA:</b>									
1. Goal Statement:		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Stop the person to person transmission of COVID-19									
<b>Program Performance Measure:</b> Provide preventive messaging using COVID-19 materials (oral/video) approved by CDC Guidance on the radio		30		30		30		30	
2. Goal Statement:									
Develop preventative materials to educate the public and communities on COVID-19 transmission									
<b>Program Performance Measure:</b> Number of materials developed for billboards		2		2		2		2	
3. Goal Statement:									
Reduce in home transmission									
<b>Program Performance Measure:</b> Number of isolation/quarantine referrals		10		10		10		10	
4. Goal Statement:									
Increase access to families in need									
<b>Program Performance Measure:</b> Numbers of food boxes delivered to all agencies		5		5		5		5	
5. Goal Statement:									
Provide isolation and quarantine for individuals to reduce transmission of COVID-19									
<b>Program Performance Measure:</b> Number of patients admitted		40		40		40		40	
<b>PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED:</b>									
Program Manager's Printed Name Dr. Jill Jim, Executive Director		Paulson Chaco, Chief of Staff Division Director/Branch Chief's Printed Name							
Program Manager's Signature and Date <i>[Signature]</i> 1/5/21		Division Director/Branch Chief's Signature and Date <i>[Signature]</i>							

THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION

FY 2021

PART I. PROGRAM INFORMATION:		Business Unit No.:	
Program Name/Title:		FY2021 HEALTH COMMAND OPERATIONS CENTER	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
2001	PERSONNEL EXPENSES		\$82,070.00
2310	Salaries and fringe benefits for FY 2020. Budget amount to cover two temporary employees. Temporary (1 temp hire @ \$25,854.40)	\$16,253.00	83,840
2510	2320 Temporary FT: \$72,768.80 (Temporary payroll to 01/01/2021-01/31/2021)		
	Overtime	25,000.00	
	2520: Overtime Pay Regular - HCOC Staff Hazard Pay		
2710	Regular - HCOC Staff Hazard Pay	20,000.00	
	2720: Merit Bonus		
	2740: Bonus Pay		
2900	Fringe Benefits	20,817.00	
	Temporary: \$16,252.80 X 10.06% =		
	Permanent Staff: \$45,000 X 46.56% =		
		22,500	
3000	TRAVEL EXPENSES		
3230	Personal Travel		\$44,795.00
	Meals and lodging expenses (P-Cards) directly related to the program business. Transportation to and from ACS Site for staff and other programs who are assisting with COVID-19 Pandemic		
	3240 Per Diem Meals:		
	Area A: \$55 X 15 staff X 18 days =		
			\$14,850.00
	3250 Lodging		
	Area A: \$96 X 15 staff X 18 days		
			\$25,920.00
	3250 POV Mileage: 0.575 NN Rate x 500 miles X 14 staff =		
			\$4,025.00
TOTAL		82,070.00	126,865.00

THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION

FY 2021

PART I. PROGRAM INFORMATION:			
Program Name/Title:		Business Unit No.:	
FY2021 HEALTH COMMAND OPERATIONS CENTER			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
4000	<b>SUPPLIES</b>		
4120	<b>Office Supplies</b> Desktop supplies, folders, envelopes, pens, pencils, xerox paper (brochures, binding, photocopying) 4130 General Office Supplies -To purchase standard consumable office supplies for daily office operations	1,500.00	123,227.00
4200	<b>Non Capital Assets</b> 4230 Non-Cap Computer Equipment to purchase two new printers and high quality scanners \$5,000 each x 2 scanners = \$1,200 each x 2 printers =	\$10,000.00 \$2,400.00 \$12,400.00	
4410	<b>Operating Supplies - General Operating Supplies</b> All expendable supplies/materials expenditures to include food compartment trays, food expense for Senior Centers program operations 4420 General Operating Supplies: = 4460: Food Supplies for Senior Centers 4490: Custodial Supplies 4530 Printing/Binding/Photocopying: Copying at NN Record Management \$2083/month x 12 mos	\$25,000.00 \$50,000.00 \$4,826.50 \$25,000.00 \$104,826.50	\$104,827.00
4610	<b>Supplies</b> 4620: Parts & Supplies for Forklifts 4630: Tires & Lubes for Forklifts	\$2,500.00 \$1,000.00 \$3,500.00	3,500.00
4700	<b>Fuel for Forklifts</b> 4710: Gasoline 4720: Diesel	\$500.00 \$500.00 \$1,000.00	1,000.00
<b>TOTAL</b>		123,227.00	123,227.00

THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION

FY 2021

PART I. PROGRAM INFORMATION:			
Program Name/Title:		Business Unit No.:	
FY2021 HEALTH COMMAND OPERATIONS CENTER			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
5310	<b>5000 LEASE &amp; RENTAL</b> Cover the rental cost for storing supplies and space rental for employee isolation/quarantine <b>Building/Space</b> 5330 Storage Space: \$2,000.00 5350 Other Space Rental: \$3,000.00 <u>\$5,000.00</u>	5,000.00	5,000.00
5520	<b>5500 COMMUNICATIONS &amp; UTILITIES</b> To communicate with hospitals, CDC, and other governmental agencies (additional lines for logistics, planning and case management) <b>Telephone</b> 5530: Basic Service \$500.00 5540 Long Distance: Office phones \$500.00 5550: Optional Charges \$200.00 5560: Hardware/Install \$400.00 <u>\$1,600.00</u>	1,600.00	5,100.00
5570	<b>Internet</b> Internet/T-1 services: \$1,500.00 <u>\$1,500.00</u>	1,500.00	
<b>TOTAL</b>		8,100.00	10,100.00

PART I. PROGRAM INFORMATION:			
Program Name/Title:		Business Unit No.:	
FY2021 HEALTH COMMAND OPERATIONS CENTER			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
6200	<b>Energy</b> 5720: Electric \$500.00 5730: Natural Gas \$500.00 5740: Propane \$500.00 <u>\$1,500.00</u> <b>Services</b> 5760: Water \$250.00 5770: Sewage \$250.00 <u>\$500.00</u> <b>8000 REPAIRS &amp; MAINTENANCE</b> <b>External Contractors</b> 6250: Waste Disposal for ACS Site in Chinle \$1,500.00 6290: General Contractors remediation cleaning \$80,000.00 <u>\$81,500.00</u>	1,500.00          81,500.00	         81,500.00
6960	<b>6500 CONTRACTUAL SERVICES</b> <b>SUBCONTRACTED SERVICES</b> 6990: Subcontracted Services Subcontracting with Chinle Unified School (\$350,000) Alternative Care Site/Isolation for patients requiring isolation/quarantine in various parts of the NN and Dimagi, Inc. (\$500,000) \$6,020,000.00 PAE Technologies and/or other vendors for full wrap around service - \$5,000,000 COPE - \$175,000	5 6,020,000.00	5 6,020,000.00
<b>TOTAL</b>		6,103,500.00	6,101,500.00

THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION

FY 2021

PART I. PROGRAM INFORMATION:		Business Unit No.:	
Program Name/Title:		FY2021 HEALTH COMMAND OPERATIONS CENTER	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
7000	<b>SPECIAL TRANSACTIONS</b>		63,308.00
	Pay for cost of HCOC staff for lunch and refreshments while on duty		
	<b>Programs</b>		
	7180 Catering:	\$2,500.00	
	7190 Refreshments:		
	<b>Media</b>		
	7440: Print Advertising Newspaper	\$60,000.00	
	7450: Radio Advertising		
	<b>Insurance Premiums</b>		
	7765 Policy Payment:	808.00	
	7767 Workers' Comp Prer		
7710	<div style="display: flex; justify-content: space-between;"> <div> <p>83,840</p> <p>\$ 336.49</p> <p>\$ 471.65</p> <p>\$ 808.13</p> <p><u>81539</u></p> </div> <div> <p>\$82,070.00 / 100 * .41</p> <p>\$61,252.80 / 100 * .77 =</p> </div> </div>		63,308.00
9000	<b>CAPITAL OUTLAY</b>		
	<b>Equipment</b>		
9140	9142 Equipment Purchase cargo trailer, gooseneck flatbed trailer and forklifts for transporting food, supplies and PPE across the Navajo Nation	750,000.00	750,000.00
<b>TOTAL</b>		813,308.00	813,308.00

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



December 30, 2020

PAE APPLIED TECHNOLOGIES LLC  
7799 LEESBURG PIKE NORTH, SUITE 300  
FALLS CHURCH, VIRGINIA 22043

ATTENTION: PINAR MUTLU-STEPHENSON, SENIOR CONTRACTS MANAGER

REFERENCE: 164 Review 015649/Services Contract Modification #2

Dear Ms. Mutlu-Stephenson:

Attached please find your copy of the approved Modification of Services Contract (CO14387) with the Navajo Nation Department of Health. The Contract has been modified to extend the ending date to July 31, 2021. All provisions of the subcontract not specifically modified herein remain unchanged.

The above contract number (CO14387) must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Ms. Christine Chavez at 928-871-6874.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Ben".

Jeremy Ben, Accounting Manager  
Office of the Controller – Purchasing

xc: Christine Chavez, Navajo Nation Department of Health  
Tye Browne, Navajo Nation Office of the Controller  
Contract Folder: CO14387

NAVAJONATION OFFICE OF THE CONTROLLER  
POST OFFICE BOX 3150 • WINDOW ROCK, AZ 86515 • PHONE: (928) 871-6308 • FAX: (928) 871-6026

Navajo Nation - Division of Finance  
Office of the Controller  
164 or Signature Authorization Sheet (SAS) Sign-Off Sheet for OOC

*(Attach sign off sheet to SAS document to ensure each section within OOC signs off on SAS)*

**PLEASE NOTE OOC (ALL SECTIONS IN TOTAL) HAS 7 DAYS TO REVIEW**

15649

**OOC - Section**

**Date**

1 Accounts Receivable:

2 General Accounting:

3 Contract Accounting:

4 Contract Administration:

*Debra Lee 12/31/20*

**Comments:**



Document No. 015649

Date Issued: 12/28/2020

**SECTION 164 REVIEW FORM**

Title of Document: PAE Applied Technologies LLC Amendment 2 Contact Name: DEPARTMENT OF HEALTH-ADMIN

Program/Division: DEPARTMENT OF HEALTH

Email: jilljim@navajo-nsn.gov

Phone Number: 928-871-1390

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 type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)				
	1. OMB:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OOC:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OAG:	_____	Date: _____	<input 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 checked="" type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:				
	1. Division:	_____	Date: <u>12/28/20</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. BRD:	<u>[Signature]</u>	Date: <u>12/28/2020</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OMB:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC:	<u>[Signature]</u>	Date: <u>12/28/20</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. OAG:	<u>[Signature]</u>	Date: <u>12/28/20</u>	<input checked="" 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"/>

MODIFICATION/AMENDMENT  
To  
PROFESSIONAL SERVICE CONTRACT  
BETWEEN  
THE NAVAJO NATION

AND

PAE Applied Technologies, LLC  
7700 Leesburg Pike North, Suite 300  
Falls Church, Virginia 22043

CONTRACT NO: 014387

MODIFICATION/AMENDMENT NO: 02

TYPE OF AMENDMENT:

- ☐ SCOPE OF WORK  
☐ CONTRACT BUDGET  
☒ TERM OF CONTRACT  
☐ TERMINATION  
☐ OTHER

ATTACHMENTS

- ☐ REVISED SCOPE OF WORK  
☐ REVISED BUDGET  
☒ TERM OF CONTRACT  
☐ TERMINATION NOTICE  
☐ OTHER

SIGNATURES OF CONTRACT

For the Contractor:

Marina Paz

12/28/2020  
Date

For the Navajo Nation:

Jonathan Nez  
Jonathan Nez, President

12.29.2020  
Date

THE NAVAJO NATION  
Post Office Box 9000  
Window Rock, Arizona 86515-9000

FIRM NAME : PAE Applied Technologies, LLC  
ADDRESS : 7700 Leesburg Pike North, Suite 300  
Falls Church, VA 22043  
TELEPHONE NO: (000) 000-0000

DIVISION OF ECONOMIC DEVELOPMENT  
BUSINESS REGULATORY DEPARTMENT

NAVAJO BUSINESS OPPORTUNITY CLEARANCE

☐ I certify that the above named person or firm is certified Navajo or Other Indian Owned Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.

☒ I certify that the above named person or firm is not certified as a Navajo or Other Indian firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.

☐ No certified Navajo or Other Indian Firm available for contract performance.

N/A Attached contract has been let out for bid in accordance with all Tribal Contract Laws - Navajo Business Opportunity Act (5 N.N.C. §201 et seq.), Navajo Nation Procurement Code (12 N.N.C. §301 et seq.) and Title Two (2 N.N.C §223). (Invitation to Bid and Bid Results attached). See Comments Below.

N/A This proposed contract is in compliance with applicable Navajo Business Opportunity Act (3 N.N.C §201 et seq.). See Comments Below.

ALH/Wmr  
Signature

Department Manager I  
Title

12/28/2020  
Date

Reviewed by: BPae edil  
Staff/Business Regulatory Department

Date: 12/28/20

COMMENTS (If Any): Document is a modification (#2) of an PSC between the Navajo Nation (DOH) and the above listed non-certified entity. Modification is to amend Contract Term only. Modification does not affect original contract budget amount. Accordingly, ok to sign off on document as requested.

**SERVICE AGREEMENT (CO# 014387)**  
between  
**THE NAVAJO NATION DEPARTMENT OF HEALTH – HEALTH COMMAND**  
**OPERATIONS CENTER (HCOC)**  
and  
**PAE Applied Technologies, LLC**

**AMENDMENT 02**

Pursuant to Paragraph 12 of Contract Number 014387 and through mutual agreement by both parties, the NAVAJO NATION DEPARTMENT OF HEALTH – HCOC and the PAE Applied Technologies, LLC agree to the following Amendment:

**Relating to Paragraph 1:**

The NAVAJO NATION and the CONTRACTOR agree to extend the term of the contract to end on July 31, 2021

**Relating to Attachment B:**

The NAVAJO NATION and the CONTRACTOR agree to an amended Scope of Work to include new locations on or near the Navajo Nation as quarantine and/or isolation sites as determined between the parties. This amended Scope of Work shall include the original SOW and the SOW from amendment 1 of this Agreement. The Socorro and Holbrook isolation and/or quarantine sites are included in the amendment.

The NAVAJO NATION DEPARTMENT OF HEALTH – HCOC and PAE Applied Technologies, LLC agree that all other provisions contained in the Agreement shall remain in full force and effect.

MODIFICATION/AMENDMENT  
To  
PROFESSIONAL SERVICE CONTRACT  
BETWEEN  
THE NAVAJO NATION

AND

PAE Applied Technologies, LLC  
7799 Leesburg Pike North, Suite 300  
Falls Church, Virginia 22043

CONTRACT NO: 014387

MODIFICATION/AMENDMENT NO: 01

TYPE OF AMENDMENT:

- ☒ SCOPE OF WORK  
☒ CONTRACT BUDGET  
☐ TERM OF CONTRACT  
☐ TERMINATION  
☐ OTHER

ATTACHMENTS

- ☒ REVISED SCOPE OF WORK  
☒ REVISED BUDGET  
☐ TERM OF CONTRACT  
☐ TERMINATION NOTICE  
☐ OTHER

SIGNATURES OF CONTRACT

For the Contractor:

*Pinar Mutlu-Stephens*  
Pinar Mutlu-Stephens  
on 10.30.2020  
Date

For the Navajo Nation:

*J-X Nez*  
Jonathan Nez, President  
THE NAVAJO NATION  
Post Office Box 9000  
Window Rock, Arizona 86515-9000  
11.02.2020  
Date

**PROFESSIONAL SERVICES CONTRACT (CO# 014387)**  
between  
**THE NAVAJO NATION DEPARTMENT OF HEALTH – HEALTH COMMAND  
OPERATIONS CENTER (HCOC)**  
and  
**PAE Applied Technologies, LLC (CONTRACTOR)**

**AMENDMENT 01**

Pursuant to Paragraph 12 of Contract Number 014387 and through mutual agreement by both parties, the NAVAJO NATION – HCOC and the PAE Applied Technologies, LLC agree to the following Amendment:

**Relating to Paragraph 3:**

The NAVAJO NATION and the CONTRACTOR agree to amend the amount for compensation under the agreement to be increased to an amount not to exceed \$59,323,301 and

**Relating to Attachment B:**

The original Scope of Work is being replaced with an amended Scope of Work.

The NAVAJO NATION – HCOC and PAE Applied Technologies, LLC agree that all other provisions contained in the Agreement shall remain in full force and effect.

**PAE**

Navajo NATION COVID-19 Support Services  
#CO14387

# **PAE Statement of Work Amendment**

## **Support the Navajo NATION COVID-19 Response**

**Submitted by:**  
PAE Applied Technologies LLC

POC: Nick Visconti  
Ms. Pinar Mutlu-Stephenson

**Submitted to:**  
Navajo NATION

POC: Dr. Jill Jim, PhD

### **STATEMENT OF DISCLOSURE**

This estimate includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on all sheets.

**1. INTRODUCTION**

PAE presents the following Statement of Work (SOW) revision to support the contract amendment and contract value increase under the Navajo NATION COVID-19 Support Services Contract #CO14387.

**2. TASK ORDERS**

The intent of this contract and PAE's SOW is that Navajo NATION has the flexibility to respond quickly to dynamic requirements. For that purpose the Contract SOW is designed to offer a variety of services from which Navajo NATION may choose and adapt to specific requirements.

Any supplies and performance of services to be furnished under this Contract shall be ordered by issuance of funded Task Order(s) and contract modification of Task Order(s) by the Navajo authorized individual(s) or activities designated under the Contract.

Such modification(s) or Task Order(s) may be issued from the award date/ execution through the expiration date of the contract. All contract modifications and Task Orders must be bi-laterally agreed upon.

(a) All modification(s) or Task Order(s) are subject to the terms and conditions of this Contract. In the event of conflict between a modification or task order(s) and this Contract, the Contract shall control. All Task Orders will have an individual Statement of Work (SOW), which will be priced at the Task Order level; this may be in the form of an NTP/ROM.

(b) Each modification(s) or Task Order(s) issued hereunder will contain a dollar ceiling which the Contractor will not exceed (NTE), except at its own risk.

**3. UPDATED SECTION \*8 - ROUGH ORDER OF MAGNITUDE (ROM) / NTE PRICING**

The following list provides ROM pricing for the following COVID-19 related activities:

(a) **Chinle Community Center:**

- Full *wrap-around services* (see below for definition) and medical staffing
- 50 bed isolation ward (IW) for a-symptomatic, low-acuity patients
- 50 Bed alternate care site (ACS) for symptomatic, low-acuity patients (IW to convert to ACS dependant upon patient census and/or patient acuity level)
- Period of Performance (PoP): through 12/30/20
- ROM/NTE: \$31,200,000.00
- Chinle Facility upgrades (HVAC, electric, water, asbestos remediation)
- ROM/NTE: \$2,600,000.00



- (b) **Non-offender IW/ Quarantine** (containerized housing units at Chinle Community Center):
- Full wrap-around services and medical staffing
  - 10 bed IW for a-symptomatic, low-acuity patients
  - 10 bed Quarantine for persons-under investigation (PUIs)
  - PoP: through 12/30/20
  - ROM/NTE: \$2,400,000.00
- (c) **Kayenta hotel**
- 10 bed quarantine
  - Security service and medical staffing for well checks
  - PoP: through 12/30/20
  - ROM/NTE: \$1,700,000.00
- (d) **Farminston hotel**
- 10 bed quarantine
  - Security service and medical staffing for well checks
  - PoP: through 12/30/20
  - ROM/NTE: \$1,600,000.00
- (e) **Gallup hotel**
- 10 bed quarantine
  - Security service and medical staffing for well checks
  - PoP: through 12/30/20
  - ROM/NTE: \$1,600,000.00
- (f) **Testing, Mobile Testing & Seasonal Flu Vaccine Administration** (5 Teams)
- Approximately 450-500 PCR tests per day per team
  - Includes testing kits 160,120
  - PoP: through 12/30/20
  - ROM/NTE: \$8,723,301.00
  - Season flu vaccine and vaccination (50,000 doses)
  - ROM/NTE: \$3,000,000.00
- (\*) *Testing under this contract allows for all 3 test types: PCR, Antigen, Antibody per customer direction.*
- (g) **Triage Call Center**
- Medical triage and case management for guests referred to IW or quarantine
  - Administrative data analytics and information management
  - Medical and administrative staffing
  - Test Team coordiNATION and logistical support
  - PoP: through 12/30/20
  - ROM/NTE: \$1,300,000.00

**(h) Laboratory Services**

- Static COVID-19/Flu test processing laboratory located at Chinle
- Mobile COVID-19/Flu test processing laboratory
- Technical staffing
- PoP: through 12/30/20
- ROM/NTE: \$2,000,000.00

(i) Est. Navajo NATION taxes: \$3,200,000.00

Original ROM/NTE Contract: \$50,000,000.00  
Amendment ROM/NTE to Increase \$ 9,323,301.00

**NEW TOTAL ROM/NTE of Contract: \$59,323,301.00**

**(\*) Definition of wrap-around services:**

Wrap-around services include the following:

- Facilities operations & maintenance
  - Power/electrical
  - Water/waste water
  - HVAC
  - Internet/communications
  - Fire Control
  - Environmental Safety & Health/ quality control and assurance inspections
- Security
- Catering (food, water, dietitian)
- Janitorial
- Decontamination
- Laundry
- Transportation/ medical transportation
- Other ancillary services as needed

-----THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK-----

PAE Applied Technologies LLC  
ROM/NTE Price Summary  
COVID-19 Support Services

**PAE**

DESCRIPTION	TOTAL
Additional Test Team Labor	\$ 453,730
Additional COVID-19 Test Kits	\$ 5,711,258
Seasonal Flu Vaccine	\$ 2,630,579
<b>SUBTOTAL</b>	\$ 8,795,567
Navajo Nation Taxes (6%)	\$ 527,734
<b>GRAND TOTAL</b>	\$ 9,323,301

PAE Applied Technologies LLC (herein after referred to as "PAE") provides this non-binding Rough Order of Magnitude (ROM) for your reference. The dollar estimates presented in this ROM are provided solely for budgetary purposes and in no way reflect a binding offer for the provision services/supplies at the stated prices. Prices are based off historical averages, PAE has not gone out to receive official and firm quotes from vendors. Once PAE receives a formal modification request, PAE will be able to provide a formal proposal.

# THE NAVAJO NATION

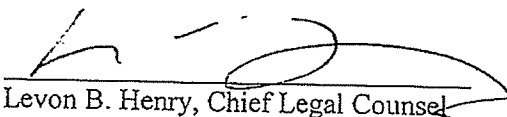
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



December 28, 2020

## MEMORANDUM

TO : Jonathan Nez, President  
Office of the President & Vice President

FROM:   
Levon B. Henry, Chief Legal Counsel  
Office of the President & Vice President

RE : Services Contract Modification – PAE Applied Technologies, LLC

I have reviewed the documents for the Services Contract modification between the Navajo Nation, Department of Health, Health Command Operations Center, and PAE Applied Technologies, LLC. The original contract is for quarantine and isolation sites for the Navajo Nation. The Services Contract modification includes the scope of work change to include quarantine and isolation sites on or near the Nation, including Socorro, NM and Holbrook, AZ. The term of the contract is extended. The Services Contract modification is submitted for your signature.

Document No.	015251449
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### Services Contract:

Original Start Date	
Original End Date	December 30, 2020
Modified End Date	July 31, 2021

Navajo/Native owned company?

☒ No

Services offered by a Navajo/Native owned company?

☐



# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL

DOJ
12/28/20
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 15649
SAS #:
UNIT: HSCIL

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

### CLIENT TO COMPLETE

DATE OF REQUEST:	12/28/2020	DIVISION:	Department of Health
CONTACT NAME:	Dr. Jim	DEPARTMENT:	Department of Health
PHONE NUMBER:	X1390	E-MAIL:	jilljim@navajo-hsn.gov
TITLE OF DOCUMENT: Review P/E Applied Technologies LLC Amendment 2			

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	12/28/20 @ 1:31pm	REVIEWING ATTORNEY/ADVOCATE:	ME/LBJ
DATE TIME OUT OF UNIT:	12/28/20 @ 3:00pm		

### DOJ ATTORNEY / ADVOCATE COMMENTS

The mod is sufficient, but this mod is contingent on NDOH getting all the updated docs to OOC by noon on 12/28.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
WJ for MB	12/28/20 1:31pm	WJ	12/28/20 3:00pm

DOJ Secretary Called:	for Document Pick Up on	at	By:
Reminded	12/30/20	3:18	WJ

PICKED UP BY: (Print)

DATE / TIME:

NNDOJ/DRRF-July 2013

It is recommended that NDOH determine whether it is acceptable to move forward with this amendment ~~cc~~ if all the updated info was not provided to WJ OOC.

# THE NAVAJO NATION

SUPPLYJUSTICE.COM

EXHIBIT

C



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

## MEMORANDUM

TO : Budget and Finance Committee  
24<sup>th</sup> Navajo Nation Council

FROM : Lisa Jymm  
Lisa Jymm, Acting Budget Officer  
Office of Management and Budget

DATE : January 20, 2021

SUBJECT : Legislation 0319-20: Approving a budget allocation in the amount of \$8,893,839 to Department of Emergency Management for COVID-19 Relief Efforts.

The Office of Management and Budget (OMB) reviewed the above budget documents according to 12 N.N.C. § 820 (M) and the following is noted:

1. See the attached memo on document #015708 for the same budget proposal.
2. What responsibility does the Law and Order Committee have on this account as the oversight committee to the Division of Public Safety? The committee's recommendation should be included.
3. The legislation speaks to budget expenses for Navajo Department of Health and the Division of Community Development on Section 2, paragraphs D, E, and F. How much of these funds will be going to these Divisions? The legislation does not state that.
4. The Budget and Finance Committee advisor provided a budget for \$7,175,000 for the FY2021 Health Command Operations Center which was included with a business unit as NEW. Is this budget to be included with the COVID-19 Emergency Funds, business unit #113022, already established under the Navajo Department of Health (DOH) - Administration per CMA-06-20? It was signed by NDOH and OPVP.
5. Corrections to the FY2021 Health Command Operations Center budget has been done in red ink on the proposed budget submitted.

If you have any further questions, you may contact me at extension 6230.

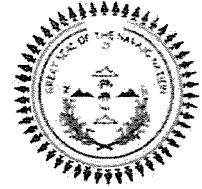
A handwritten signature in black ink, appearing to read "Dominic Beyer".

Dominic Beyer, Executive Director  
Office of Management and Budget



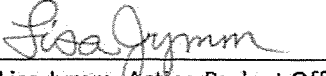
# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT    MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO : Executive Order 164 Process Reviewers

FROM :   
Lisa Jymm, Acting Budget Officer  
Office of Management and Budget

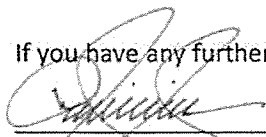
DATE : January 20, 2021

SUBJECT : OMB's review of 164 Review Document #015708: Navajo Nation Donation Budget for Department of Emergency Management in the amount of \$8,893,839.

The Office of Management and Budget (OMB) reviewed the above budget documents according to 12 N.N.C. § 820 (M) and the following is noted:

1. The proposed budget has been submitted by Department of Emergency Management within the Division of Public Safety in the amount of \$8,893,839. The program does have an approved fund management plan attached as BFD-43-20. The program is requesting acceptance of this donation so concurrence is needed from Office of the Controller that this is correct amount and that these funds are currently available for use by the program. What is the balance of this donation fund at this time?
2. Shouldn't the appropriate oversight committee, the Law and Order Committee, be included to review this legislation?
3. The Fund Management Plan states that budgets above \$100,000 be approved by the Budget and Finance Committee. Therefore, on the Section 164 Review form, the box for budget resolutions under 164 A should be used, instead of MOA.
4. Legislation #0319-20 is on the BFC 1/21 agenda for \$8,893,839 for the same purpose. Also, OMB has been requested to review a budget proposal for \$7,175,000 from the same fund source for the Navajo Health Command Center. It is signed by NDOH and OPVP. Which budget is priority?
5. OMB recommends a new business unit to be setup in FMIS with the under the name of "Navajo COVID-19 Response Donation Fund" per the attached fund management plan and placed under the Division of Public Safety/Department of Emergency Management once it has been approved by the Budget and Finance Committee.

If you have any further questions, you may contact me at extension 6230.



Dominic Beyal, Executive Director  
Office of Management and Budget

xc: PChaco, OPVP  
JJim, NDOH  
JDelmar, NDPS



## BUDGET AND FINANCE COMMITTEE

21 January 2021

Regular Meeting

### VOTE TALLY SHEET:

**Legislation No. 0319-20:** An Action Relating to the Budget and Finance Committee; Approving a Budget Allocation in the Amount of Eight Million Eight Hundred Ninety-Three Thousand Eight Hundred Thirty-Nine Dollars (\$8,893,839) for Covid-19 Relief Efforts *Sponsored by Carl Slater and Vince James, Council Delegates*

*Motion: Jimmy Yellowhair*

*Second: Nathaniel Brown*

*Vote: 3-1, Chairman not voting; with 2 amendments*

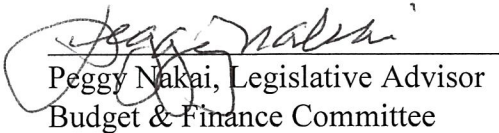
### Final Vote Tally:

Jamie Henio		
Jimmy Yellowhair	yea	
Raymond Smith Jr.		nay
Elmer P. Begay		
Amber K. Crotty	yea	
Nathaniel Brown	yea	

*Absent: Elmer P. Begay*



Jamie Henio, Chairman  
Budget & Finance Committee



Peggy Nakai, Legislative Advisor  
Budget & Finance Committee