

LEGISLATIVE SUMMARY SHEET

Tracking No. 0163-22

DATE: September 19, 2022

TITLE OF RESOLUTION: RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A RENEWEL CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, AS AMENDED), FOR A FIVE (5) YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2027 FOR ADULT DETENTION SERVICES; APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

PURPOSE: This resolution, if approved, will renew the 638 contract for adult detention for five years.

This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each committee member to review the proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Johnson
Website Posting Time/Date: 2:11pm; 09-20-22
Posting End Date: 09-25-22
Eligible for Action: 09-26-22

Law & Order Committee
Thence
Budget & Finance Committee
Thence
Naabik'iyáti' Committee

PROPOSED STANDING COMMITTEE RESOLUTION
24th NAVAJO NATION COUNCIL - Fourth Year, 2022

INTRODUCED BY



OTD (Sponsor)

TRACKING NO. 0163-22

AN ACTION

RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND
NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A RENEWEL
CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES
DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 5301 *et seq.* (P.L. 93-638,
AS AMENDED), FOR A FIVE (5) YEAR TERM FOR THE PERIOD BEGINNING
JANUARY 1, 2023 AND ENDING DECEMBER 31, 2027 FOR ADULT DETENTION
SERVICES; APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL
FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE
CONTRACT TERM

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Law and Order Committee is a standing committee of the Navajo Nation Council and is empowered with oversight authority over the Division of Public Safety, including the Department of Corrections. 2 N.N.C. § 600 and 601(C)(1).
- B. The Budget and Finance Committee is a standing committee of the Navajo Nation Council and is empowered to authorize, review, approve and accept agreements, including contracts and grants between the Navajo Nation and federal authority upon the recommendation of the standing committee which has oversight over the division,

1 department or program which has applied for the agreement. 2 N.N.C. §§ 300 and §
2 301(B)(15).

- 3 C. The Naabik'iyáti' Committee is a standing committee of the Navajo Nation Council
4 and is empowered to authorize, review, approve and accept any and all contracts,
5 grants and associated budgets with the United States, its departments and agencies for
6 the implementation of the Indian Self-Determination and Education Assistance Act,
7 25 U.S.C. §5301 *et seq.* (P. L. 93-638 as amended), upon the recommendation of the
8 standing committee which has oversight over the division, department or program
9 which has applied for the contract and/or grant. 2 N.N.C. §701(A)(12).

10 11 **SECTION TWO. FINDINGS**

- 12 A. It is in the best interest of the Navajo Nation and its citizens to enter into the Indian
13 Self-Determination and Education Assistance Act, 25 U.S.C. §5301 *et seq.* (P. L. 93-
14 638 as amended) contract, including the Annual Funding Agreement and Scope of
15 Work, attached as **Exhibit A**, with the United States Department of Interior Bureau of
16 Indian Affairs to fund and support Adult Corrections Services for a five year term
17 beginning January 1, 2023 and ending December 31, 2027.
- 18 B. The proposed Adult Corrections Services P.L. 93-638 contract, Annual Funding
19 Agreement, and Scope of Work, attached as **Exhibit A**, has been endorsed by
20 requisite reviewers and is determined legally sufficient and eligible for signature. *See*
21 **Exhibit B**.

22 23 **SECTION THREE. APPROVALS**

- 24 A. The Navajo Nation hereby approves and authorizes a contract between the Navajo
25 Nation and the United States Department of the Interior, Bureau of Indian Affairs,
26 under 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), for a five (5) year period
27 beginning January 1, 2023 and ending December 31, 2027 for Adult Detention
28 Services as set forth in the documents attached as **Exhibit A**.

1 B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement
2 and Scope of Work for the Adult Detention Services, for the contract term, as set
3 forth in the documents attached as **Exhibit A**.

4 C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute
5 and effectuate the P.L. 93-638 Contract, Annual Funding Agreement, and Scope of
6 Work, provided the terms and conditions in such documents are substantially similar
7 to those approved by this resolution.



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

A. Authority and Purpose

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract"), is entered into by the Secretary of the Interior or the Secretary of Health and Human Services (referred to in this agreement as the "Secretary"), for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) and by the authority of the Navajo Nation (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities and programs (or portions thereof), that are otherwise contractible under Section 102(a) of such Act, including all related administrative functions, from the Federal Government to the Contractor: Adult Corrections Services Program.

B. Terms, Provisions and Conditions

1. Term

Pursuant to Section 105(c) (1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c)

(1)), the term of this contract shall be **five (5) years**. Pursuant to Section 105(d)(1) of such Act (25 U.S.C. 5324(d)(1)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

2. Effective Date

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

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation laws and policies, federal laws (including the Indian Civil Rights Act), 25 C.F.R. Part 10: Indian Country Detention Facilities - Policies and Procedures to Operate Detention Facilities; 25 C.F.R. Part 63, Indian Child Protection and Family Violence Prevention; Navajo Nation and 9th, 10th, and District of Columbia Circuit Court decisions related to Public Law 93-638 Indian Country correctional facilities; the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq. and the Navajo Nation Bill of Rights, 1 N.N.C. § 1 et seq.; Consent Decree in *Silver et al. vs. Pahe*, No. WR-CV-235-92; BIA Office of Justice Services, Division of Operations Handbook, 1st Edition; BIA Adult Detention Standards; Navajo Nation Inmate Handbook; Prison Rape Elimination Act (PREA) Prison and Jail Standard, 28 CFR 115.

4. Funding Amount

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection F2. Such amount shall not be less than the applicable amount determined pursuant to Section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5325(a)).

5. Limitation of Costs

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

6. Payment

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

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

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

- (i) In general - Pursuant to Section 108(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection F2 by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year, in a lump-sum payment or as semiannual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement; and
- (ii) Method of quarterly payment - If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal

year for the programs, services, functions and activities subject to this Contract; and

(iii) Applicability - Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in clause (i).

7. Records and Monitoring

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

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

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

(i) the contractor agrees to one or more additional visits; or

(ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist. No additional visit referred to in clause (ii) shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

8. Property

A. In general - As provided in Section 105(f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

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

C. Joint Use Agreements - Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the

parties of real or personal property that is not reasonably divisible.

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

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

F. Screener Identification Card - A screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

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

9. Availability of Funds

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

- A. shall remain available until expended; and
- B. with respect to such funds, no further:
 - (i) approval by the Secretary, or

(ii) justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

10. Transportation

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

11. Federal program guidelines, manuals, or policy directives

Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

12. Disputes

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

B. Alternative Procedures - In addition to, or as an alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331), the parties to this Contract may jointly:

(i) submit disputes under this Contract to third-party mediation; and

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

C. Effect of Decisions - The Secretary shall be bound by decisions made pursuant to the procedures set forth in subparagraph B, except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

A. In general - Negotiations for a successor annual funding agreement, provided for in subsection F2, shall begin not later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(c)(2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106(b) of such Act (25 U.S.C. 5325(b)).

B. Information - The Secretary shall prepare and supply relevant information, and promptly comply with any

request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection F2 of this Contract.

15. Contract Requirements, Approval by Secretary

A. In general - Except as provided in subparagraph B, for the term of the Contract, Section 2103 of the Revised Statutes (25 U.S.C. 81), Section 16 of the Act of June 18, 1934 (48 Stat. 987, Chapter 576; 25 U.S.C. 476) and the Act of July 3, 1952 (25 U.S.C. 82a), shall not apply to any contract entered into in connection with this Contract.

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

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

C. Obligation of the Contractor

1. Contract Performance

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

2. Amount of Funds

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

3. Contracted Programs

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

4. Trust Services for Individual Indians

A. In general - To the extent that the annual funding agreement provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

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

5. Fair and Uniform Services

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

D. Obligation of the United States

1. Trust Responsibility

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

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

2. Good Faith

To the extent that health programs are included in this Contract, and within available funds, the Secretary shall act in good faith in cooperating with the Contractor to achieve the goals set forth in the Indian Health Care Improvement Act (25 U.S.C. 1601, et seq.).

3. Programs Retained

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

E. Other Provisions

1. Designated Officials

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

2. Contract Modifications or Amendment

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

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

3. Officials Not to Benefit

No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

4. Covenant Against Contingent Fees

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

F. Attachments

1. Approval of Contract

Unless previously furnished to the Secretary, the resolution of the Naabik'íyáti' Committee of the Navajo Nation Council authorizing the contracting of the programs, services,

functions, and activities identified in this Contract is attached to this Contract as Attachment 1.

2. Annual Funding Agreement

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

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) subject to subsections (a) and (b) of section 102 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5321), such other provisions, including a brief description of the programs, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agree.

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

Jonathan Nez, President
The Navajo Nation

Date

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

Date

**FISCAL YEAR 2023
ANNUAL FUNDING AGREEMENT**

CONTRACT NO. _____
Adult Detention Services Program
(Mature Definite for 01/01/23 to 12/31/xx)

BY AND BETWEEN

THE NAVAJO NATION

AND

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

FOR THE PERIOD

January 1, 2023 through December 31, 2023

Pursuant to 25 U.S.C. 5301et. seq.
(Pub. L. 93-638, as amended)

ANNUAL FUNDING AGREEMENT

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

A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

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

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

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

7. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulation, as well as any updates, used as standards under this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau update its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

B. PROGRAM BUDGET AND FUNDING

1. Proposed Budget. Attached hereto as Attachment B is the proposed program budget for the services to be provided under this AFA. The amount reflects the Fiscal Year 2022 recurring enacted amount allocated. If Congressional appropriation for full year funding is not available at the start of the FY 2023, as an initial budget, the Navajo Nation may enter in the FMIS a full year budget at the actual, total amount of recurring funds distributed for FY 2022 that is based on Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

2. Funding Distribution and Final Budget. Subject to the availability of Congressional appropriation, DOI shall distribute direct program funding for Fiscal Year 2023 exclusive of any Central Office or Regional Office shares, direct contract support cost and indirect cost funds, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. The final program budget shall reflect the actual funds distributed. Funding award(s) such as one time funding which require separate expenditure report shall

be specified in the contract modification (SF-30) by BIA. A separate account Financial Management Information System (FMIS Business Unit) shall be assigned by the Navajo Nation accordingly. Full payment shall be made by all-electronic payment through an Automated Standard Application for Payment (ASAP), an information system developed by the Financial Management Services and the Federal Reserve Bank of Richmond. The Navajo Nation must have: (1) an active registration in ASAP by completing the Participation Request Form; (2) an active Data Universal Number System (DUNS); and an active registration in the System for Award Management (SAM).

3. DOI acknowledges that the amount allocated does not fully fund the contracted activities and to the extent that any shortfalls exist in funding (direct, contract support cost or otherwise,) owed to the Navajo Nation, the DOI and BIA shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress and simultaneously provide the Navajo Nation with such report.

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

5. BUDGET REVISION. The Navajo Nation shall request prior approval from the Awarding Official for a budget revision that will increase the amount of indirect cost for the Contract.

All other budget revisions do not require BIA approval, including carryover funds attributable to operation of the program.

6. DEOBLIGATION OF FUNDS.

- a. Funding under this AFA may be reduced only according to the provisions of Section 106(b) of the ISDEAA, as amended.

- b. In the event that funding of this AFA is reduced because of Congressional action, the Navajo Nation retains the option to rescind the Contract, renegotiate the attached Scope of Work, or suspend performance under the Contract consistent with Section B(5) of the Contract.

C. TRIBAL SHARES

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2023 Pub. L. 93-638, as amended, Contracts.

D. CONTRACT SUPPORT COST (CSC) FUNDS

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

1. Direct Contract Support Cost (DCSC) Funds

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

2. Indirect Costs (IDC) Funds

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

3. Contract Support Cost (CSC) Calculation

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

E. PRE-AWARD COSTS

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

F. APPLICABLE LAW

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all expressly applicable Federal laws, regulations and executive orders, including the Drug-Free Workplace Act of 1988 (Pub. L. 100-689), and all applicable Navajo Nation laws, regulations and executive orders. The parties shall renegotiate and modify the language of this AFA to conform to any applicable federal and Navajo Nation laws, regulations or executive orders which are passed after the effective date of this AFA.

The BIA shall inform the Navajo Nation, in writing, of all existing, newly enacted or amended federal laws, regulations and executive orders it believes apply to this AFA within 60 days of execution of this AFA or within 60 days of adoption. The Navajo Nation retains the right to renegotiate the attached Scope of Work to reflect any amended federal laws, regulations, and executive orders and shall not be held responsible under this AFA for compliance with such laws, regulations, and executive orders until the BIA has provided the notice described above.

G. MANAGEMENT SYSTEMS

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

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

The Navajo Nation agrees to provide Recordkeeping Policies within 90 days of final adoption by the responsible oversight committees.

1. Accounting/Financial System

The Navajo Nation shall maintain a fiscal accounting system which will provide

accurate, current and complete information with respect to the Contract and this AFA in such a manner as to facilitate audit and review of the financial records consistent with federal statutory and regulatory requirements.

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

2. Personnel Management

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

3. Records System

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

- 1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.
- 2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control Schedule.

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

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

H. EXAMINATION OF RECORDS.

1. The Navajo Nation agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs of whatever nature for which expenditure, payment or reimbursement is claimed under the provisions of the Contract or this AFA.

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

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

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

b. If the Contract is completely or partially cancelled, the records relating to

the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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

5. Except for documentary evidence required under paragraph 4 above, the Navajo Nation may in fulfillment of its obligation to retain records substitute photographs, microphotographs, or other authentic reproductions or such records, after the expiration of 2 years following the last day of the month of payment or reimbursement to the Navajo Nation of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or his duly authorized representative.

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

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

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

I. NAVAJO PREFERENCE

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

J. REPORTS

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

1. **Annual Federal Financial Report (FFR).** Notwithstanding the process set forth in Paragraph N(1) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual FFR to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and Grants Section/OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual FFR shall be submitted within 90 days after closure of each contract funding period.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual FFR referenced above, submit a final FFR within 90 days after the closure of the contract ending date as extended and shall also be supported by FMIS Job Status Inquiry.

2. **Annual Narrative Report.** Pursuant to the process set forth in Paragraph O(1) of the AFA, the Navajo Nation agrees to submit the brief Annual Narrative Report and include status report on each one-time funded projects for this contract to the Awarding Official through the designated AOTR within 90 days after closure of each contract funding period. The report shall describe the conduct of the program and activities in:

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

The Navajo Nation is a Mature Contractor and Section 5(a) (2) of the ISDEAA only

requires a brief annual narrative report.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual narrative report referenced above, submit a final Narrative Report within 90 days after the closure of the contract ending date as extended.

3. **GPRA Reports.** The Navajo Nation agrees to submit applicable and relevant data and information concerning the operation of the attached Scope of Work to the Awarding Official through the AOTR necessary for the BIA to meet the requirements of the Government Performance Results Act ("GPRA") of 1993 (Pub. L. 103-62). The data and information, including format and due date(s), that the Navajo Nation will submit shall be negotiated between the parties and delineated in Attachment C, which is attached hereto and incorporated herein by reference. The BIA shall simultaneously provide the Navajo Nation with copies of any GPRA reports it submits to the Central Office or the Office of Management and Budget.

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

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

6. When the Navajo Nation submits the Annual FFR and Narrative Report, the BIA NRO shall review and respond to the reports no later than May 30 after the closure of the contract funding period.

K. SINGLE AUDIT REQUIREMENTS

1. The Navajo Nation shall comply with the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., and agrees to arrange for an annual single organization-wide audit as prescribed by the ISDEAA, as amended; the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (Uniform Guidance) and 43 CFR Part 12.

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

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

a. Single Audit Report with Form SF-SAC (Data Collection Form) to:

Federal Audit Clearinghouse
U.S. Bureau of the Census
1201 East Tenth Street
Jeffersonville, IN 47132
(301) 763-1551

b. Single Audit Report to the Clearinghouse for each funding agency wherein the Report includes a finding related to the funding awarded to the Navajo Nation by such agency.

c. Two copies of the Single Audit Report to:

Division of Internal Evaluation and Assessment
U.S. Department of the Interior
12220 Sunrise Valley Drive
Reston, VA 20191
(709) 390-6357

L. TECHNICAL ASSISTANCE AND MONITORING

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in Paragraph N(1), BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include plan of action and a time frame for completion of the technical assistance.
2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.
3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide thirty (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:
 - a. Up to two (2) evaluations (Monitoring Sessions) can be conducted by the Awarding Official and AOTR per contract term. These visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.
 - b. Additional visits beyond the above mentioned Monitoring Sessions shall only occur when requested by the Navajo Nation or when the Awarding Official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of contract payments, or that other serious Contract performance deficiency may exist in accordance with Section B(7)(C) of the Contract. Such visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract.
 - c. The Monitoring Session shall be conducted pursuant to the Memorandum

of Understanding entered into by the Navajo Nation and BIA NRO.

M. FEDERAL TORT CLAIMS ACT

1. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.

2. In accordance with the requirement in 25 CFR Part 900, Subpart M, subsection 900.188(a), the Navajo Nation agrees to designate an individual to serve as tort claims liaison with the Federal government. The designated tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, and Subpart M. subsection 900.188(c).

N. CONTRACT ADMINISTRATION

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

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

Navajo Nation Contracting Officer

Contracts and Grants Section - Office of Management and Budget

Post Office Box 646

Window Rock, Arizona 86515

Telephone No.: (928) 871-6470

Fax No. (928) 871-6567

2. **Federal Contract Administration.** All correspondences by BIA NRO concerning the Contract and this AFA shall be routed as follows for submission to the Navajo Nation

by:

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

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

O. SEVERABILITY

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

P. EFFECT ON EXISTING RIGHTS

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

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

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

Q. EFFECTIVE DATE

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2023 through December 31, 2023 or until such time that a successor AFA is executed or a new contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

Jonathan Nez, President

THE NAVAJO NATION

Date

Secretary, Department of the Interior,

Or designee

UNITED STATES OF AMERICA

Date

SCOPE OF WORK

SECTION 1. Programs. The Navajo Division of Public Safety, Department of Corrections, (“the Contractor”) shall perform that portion of the Bureau of Indian Affairs **Adult Corrections Services Programs** described herein in accordance with the term, provisions and conditions of the Contract.

SECTION 2. Program Standard. The Contractor Agrees to administer programs, services, function, and activities listed in Section 1 above in conformity with the following standards:

- A. Purpose. The Contractor agrees to administer programs, services, functions, and activities under this Agreement in accordance with Navajo Nation laws and policies, which are incorporated herein by reference. The provisions of Federal regulations promulgated to implement Public Law 93-638, as amended, and other applicable Federal regulations applicable to Indian tribes shall apply, unless such regulations have been waived by the Secretary, Department of the Interior.
- B. Intent. The Corrections Programs to be conducted shall include any and all services authorized by law for which funds have been appropriated by the Bureau of Indian Affairs (“BIA”) or made available from other agencies through the BIA. Funds made available may be utilized to acquire other resources to further the objectives of this Agreement.
- C. Standards: The Contractor shall use the following detention operations program standards:
 - (1) 25 C.F.R. Part 10: Indian Country Detention Facilities – Policies and Procedures to Operate Detention Facilities.
 - (2) 25 C.F.R. Part 63, Indian Child Protection and Family Violence Prevention.
 - (3) Navajo Nation and 9th, 10th, and District of Columbia Circuit Court decisions related to Public Law 93-638 Indian Country correctional facilities.
 - (4) The Indian Civil Rights Act, 25 U.S.C. § 1301 et seq. and the Navajo Nation Bill of Rights, 1 N.N.C. § 1 et seq.
 - (5) Consent Decree in *Silver et al. vs. Pahe*, No. WR-CV-235-92
 - (6) BIA Office of Justice Services, Division of Operations Handbook, 1st Edition.
 - (7) BIA Adult Detention Standards
 - (8) Navajo Nation Inmate Handbook

- (9) Prison Rape Elimination Act (PREA) Prison and Jail Standard, 28 CFR 115

D. Juvenile Definitions. For purposes of this Contract, the terms “juvenile,” “status offense,” and “juvenile delinquent” are defined as follows:

- (1) Juvenile—A person who has not attained his or her 18th birthday.
- (2) Status offense—A violation of the Navajo Nation Children’s Code when a juvenile does some act that would not be considered illegal if an adult did it but that indicates the minor is beyond parental control such as truancy or habitual disobedience
- (3) Juvenile Delinquent—also referred to as a criminal-type offender, a juvenile who has been charged with or adjudicated for conduct that would, under Navajo Nation law, be crime if committed by an adult.

Section 3. Scope of Bureau Programs to be Performed

- A. Performance of Contract Scope of Work. The Contractor shall provide corrections services to individuals who have been remanded to its custody by Navajo Nation courts and/or individuals pending adjudication by Navajo Nation courts.
- (1) The authority to perform and carry out the terms of the Scope of Work shall be vested in the Contractor.
 - (2) The Contractor may enter into subcontracts and retain subcontractors to perform this Scope of Work.
- B. Agreements: The Contractor may enter into agreements with other governmental entities (which may include federal, state, county, local or other tribal agencies) to lease Contractor’s jail beds to house individuals who have are remanded for incarceration under the respective agency’s judicial/court system. The Contractor may charge a fee equal to the industry’s standard rate under the agreements.
- C. Purpose. To state the terms, conditions, and work to be performed under the Contract, the rights and responsibilities of each for the Parties and to enable the Contractor to acquire and utilize all resources made available by the BIA for the delivery of services and programs specified herein pursuant to the Public Law 93-638, as amended, and other applicable Federal Laws.
- (1) The Contractor shall obtain from the BIA all such funds and other resources made available for the benefit of the Navajo Nation for all programs to be operated and services to be delivered by the Contractor

through this Contract on behalf of the BIA, except for those “Trust” and “Executive Direction” functions of the BIA which are considered non-contractible.

- (2) The BIA shall transfer to the Contractor all such funds and other resources made available for the benefit of the Navajo Nation through this Contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Contractor and as provided herein
- (3) The Contractor shall exercise full discretion over the funds made available subject only to the provision of this Contract and Federal law.

Section 4. Statement of Work

- A. The purpose of this Contract is to ensure that professional, effective and efficient Adult Corrections / Detention Services are provided for the Navajo Nation utilizing best practices in law enforcement and corrections techniques and practices. These services shall provide for the protection of lives and property of persons visiting or residing within the jurisdictional boundaries of Navajo Indian Country.
- B. Services shall be provided in accordance with defined authority and procedures contained in the Corrections Operation Program Standards identified in Section 2C.
- C. When operating within the scope of this contract, the Contractor may be required to leave or operate outside of Navajo Indian Country. Such requirements, while in the performance of functions authorized by the Contract, may include but are not limited to:
 - (1) Traveling from one portion of the affected Navajo Indian Country to another portion of Navajo Indian Country;
 - (2) Traveling to and from and testifying in tribal, state, or federal court;
 - (3) Transporting detainees to and from corrections facilities;
 - (4) Traveling to and from Navajo Indian Country to professional service facilities;
 - (5) Traveling to and from and attending meetings, conferences and training sessions;

- D. The Contractor shall obtain all necessary licenses, permits, certification insurance and approvals required by tribal, state, and Federal statutes to perform all programs and functions under this Contract.
- E. Complaints. The Contractor shall develop and maintain a reporting system, which allows any resident of, or visitor to the Navajo Nation Adult Corrections Facilities in Navajo Indian Country to report suspected or alleged Corrections Personnel misconduct or mismanagement.
- F. Incidents. The Contractor shall maintain a reporting system to notify the BIA Corrections Division of the number and type of serious incidents involving detainees and the disposition through serious incident reports and monthly statistical reports. When a serious incident occurs, the Contractor's Officer in Charge ("Officer in Charge") shall immediately notify by telephone the Department of Corrections Director ("DOC Director"). If the DOC Director is not available, the Officer in Charge shall immediately notify by telephone the next delegated individual. The Officer in Charge who directly observed or responded to the serious incident shall complete a serious incident report that will be immediately transmitted to the DOC Director's review. The DOC Director shall immediately notify the OJS Corrections Program Specialist or the BIA District IV Special Agent In-Charge telephonically of the incident. A serious incident report, upon completion, shall be forwarded to the Navajo Nation Department of Justice and BIA, OJS District IV Office, Albuquerque, NM.

Serious Incident Report (SIR): A serious incident report will be completed when an incident occurs with an inmate that is serious in nature which may include the following: an inmate is unresponsive, an injury of an inmate that requires medical attention, an of illness that requires medical attention or hospitalization of an inmate, attempted suicide by an inmate, an escape of an inmate, allegations of physical/sexual abuse by an inmate or to an inmate, inmate with communicable disease, a disaster or emergency that requires evacuation and closure of the corrections facility and/or a riot in the facility.

G. Detention Facilities

- (1) The Contractor will operate the following Corrections / Detention Facilities:
 - (a) Window Rock Adult Detention Facility (temporary holding)
Window Rock, Arizona
 - (b) Crownpoint Adult Corrections' Facility (long term)
Crownpoint, New Mexico
 - (c) Shiprock Adult Detention Facility (temporary holding)

Shiprock, New Mexico

- (d) Chinle Adult Corrections' Facility (long term)
Chinle, Arizona
- (e) Kayenta Adult Corrections' Facility (long term)
Kayenta, Arizona
- (f) Tuba City Adult Corrections' Facility (long term)
Tuba City, Arizona

(2) Policies and Procedures.

- (a) The Contractor shall abide, in operating the detention facilities, by the following Navajo Nation Corrections Standards unless expressly or implicitly contradicted by this Scope of Work:
 - (i) All mandatory standards in the BIA Adult Detention Standards.
 - (ii) Navajo Nation Model Inmate Handbook
- (b) The Contractor shall provide all qualified, certified, and licensed personnel, equipment, supplies, training, and materials to operate corrections services in Navajo Indian Country. Services will be provided to the extent of amount of funds awarded to the NN by BIA.
- (c) The Contractor shall abide by the Navajo Nation Personnel Policies Manual, as amended, the Navajo Division of Public Safety General Orders and any personnel policies and procedures developed by the Navajo Nation during the contract period.

(3) Administrative Duties – Corrections Operations.

- (a) Separation of Adults and Juveniles. Juvenile delinquents shall not be detained in the same corrections facility as adult detainees in accordance with 42 U.S.C §5633(a)(13) and (14), the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, and 28 C.F.R. Part 31. If detention of a juvenile delinquent is duly ordered he or she shall be detained in either the Crownpoint Juvenile Corrections, Chinle Juvenile Corrections or the Tuba City Juvenile Corrections facility.

- (b) Juvenile Delinquents. All juveniles who require detention will not be brought into a secure area of any adult facility, will not be restrained to a fixed object, but can be restrained to themselves. Security for the juvenile will be provided by a corrections officer in charge of the juvenile at all times.
- (c) Transports of Juveniles. All juveniles who are detained will be immediately transported to a juvenile Corrections / detention facility.
- (d) Dietary Allowanced. The corrections facility shall document that a registered dietician reviews dietary allowances at least annually to ensure compliance with nationally recommended food allowances. A diet menu approved by a registered dietician shall guide dietary allowanced including special diets

All detainees will be provided with three (3) nutritionally-adequate meals a day, with no more than 14 hours between supper and breakfast, Juveniles will be provided a snack at or around 7 p.m.

- (e) Medical Special Diets. The Corrections Lieutenant/Sergeant shall provide for special diets that are prescribed by appropriate medical or dental personnel.
- (f) Health Protection. Food service facilities and equipment shall meet health and safety standards. Food service personnel and detainees working in the food service area shall comply with applicable health regulations. The Corrections Lieutenant/Sergeant shall document compliance with Navajo Nation and Indian Health Service health and safety regulations including, but not limited to, health clearance and food handler's certification.
- (g) Inspection of Food Service Area. The Corrections Lieutenant/Sergeant shall conduct weekly inspection of all food service areas and equipment to ensure that they are sanitary, that all food storage areas are temperature controlled, and that food service personnel have made daily checks of refrigerator and water temperatures.
- (h) Preliminary Health Care Screening (Not a Medical Clearance). Corrections Staff, trained by Indian Health Services' Community Health Nurses, shall perform medical screening of all detainees prior to the Corrections Officer accepting the detainees into the facility. The Corrections Officer shall record findings on a printed medical screening form to ensure that no sick or injured person is

booked or held in a corrections facility unless a medical clearance has been obtained from a medical officer and to ensure that any detainee requiring medical attention is treated as soon as possible.

- (i) **Suicide Screening.** The Corrections Lieutenant/Sergeant shall ensure that all detainees are screened for a risk of suicide at the time of booking. When a risk is identified, Corrections Staff shall make an emergency referral to the Indian Health Service for evaluation by a health care professional. The detainee shall be continuously monitored until assessment has been completed.
- (j) **Twenty-Four Hour Emergency Care.** NDOC Corrections Lieutenant/Sergeant shall work with the Indian Health Services to provide twenty-four (24) hour emergency medical, dental, and mental health care. The Corrections Lieutenant/Sergeant shall work with the Indian Health Service to address issues regarding inmate health care as needed and to review any changes annually.
- (k) **Health Care Treatment.** NDOC will work with Indian Health Services to provide treatment pursuant to written medical orders by health care professionals authorized by law to give such orders.
- (l) **Management of Medication.** NDOC Lieutenant/Sergeant shall work with Indian Health Services to provide for the proper management of individual doses of medications kept in the facility for detainees. Corrections Lieutenant/Sergeant and Indian Health Service work together to review and develop training needs related to medication management for Corrections Officers.
- (m) **Male and Female Staff Requirements.** When both males and females are housed in a facility, at least one male and one female staff member shall be on duty at all times.
- (n) **Full Coverage of Corrections Officer Posts.** Corrections Officer posts shall be located in or immediately adjacent to detainee living areas to permit officers to hear and respond promptly to emergency situations.
- (o) **Supervision of Co-Ed Activities.** Facility staff shall directly and continuously supervise male and female detainees in co-ed activities and spaces.
- (p) **Cell Checks.** Corrections Officers shall directly observe detainees at least every thirty minutes on an irregular schedule. Corrections Officers shall directly observe detainees who are mentally disordered or who demonstrate unusual or bizarre behavior every

fifteen minutes. Suicidal detainees shall be under continuous observation.

- (q) Rules of Conduct. Corrections Lieutenant/Sergeant shall provide written rules of conduct for detainees. The rules shall specify acts allowed, and prohibited within the facility. Penalties that maybe imposed for various degrees of violations shall be clearly documented. Corrections Lieutenant/Sergeant shall provide these rules to all detainees and shall ensure that all detainees understand them. All corrections personnel shall receive sufficient training prior to working in the facility to be thoroughly familiar with the rules of detainee conduct, the sanctions available and the rationale for the rules. Corrections Lieutenant/Sergeant shall review the written rules of detainee conduct annually and update them if necessary.
- (r) Uniforms and Identification. In compliance with the Navajo Division of Public Safety, the Department of Corrections Uniform Manual, uniforms, when worn, shall positively identify the wearer as Corrections personnel. Nameplate/Identification Cards and Badges shall be visible at all times as well as Navajo Nation Patches for Corrections Officers. Uniforms of all detention personnel shall be plainly distinguishable from the uniforms of other non-corrections personnel.
- (s) Orientation. All newly admitted detainees shall receive a copy of the Inmate Handbook and be provided an oral orientation of the handbook. The admitting officer shall document completion of the orientation by a written statement that shall be signed and dated by the detainee. The facility shall separate newly admitted detainees until completion of the orientation process. The orientation shall include but is not limited to:
 - (i) Rules of conduct and potential disciplinary actions that may be taken;
 - (ii) Programs and services available in the facility;
 - (iii) Procedures for accessing health care services and;
 - (iv) Rights and Privileges;
 - (v) Health and suicide screening will be completed at the time of booking a detainee into a facility.

- (t) Corrections Lieutenant/Sergeant shall disseminate the Contractor's policies and procedures, as amended, to designated staff, volunteers, and where appropriate, detainees, prior to implementation. Staff shall review and indicated in writing that they understand the content of procedures prior to their implementation.

All employees of the facility shall have access to a detention facility handbook and its supporting documents.

- (u) Personal Property Inventory. The admitting officer shall complete a written, itemized inventory of all personal property of newly admitted detainees and shall securely store all detainees' property including money and other valuables. The admitting officer shall give the detainee a receipt for all property held until release.
 - (v) Rated Capacity. The number of detainees shall not exceed a facility's rated capacity with the exception of mass arrests, which is not exceed eight (8) hours after the emergency crisis situation has been addressed. In addition, the Contractor may accept federal and other detainees who are in transit for temporary detainment for up to hours, subject to available space on a case-by-case situation.
 - (w) Visitations. The Contractor shall provide visitations for detainees pursuant to the Contractor's visitation policies and procedures.
 - (x) Public Relation Outreach Program. The Contractor may purchase banners, literatures, tables, tablecloths, etc., to use for presentations, job fairs, and local fairs to disseminate information about Department of Corrections services, recruitment to fill vacant positions and conference / training presentations.
- (4) Administrative Duties – Corrections Officers.

The Contractor shall:

- (a) Use the Navajo Nation Personnel Policies Manual and the Navajo Division of Public Safety General Orders. The Department of Corrections will recommend updates to the policies and orders when needed for these policies and orders to remain functional.
- (b) Establish a Code of Conduct for all Corrections Personnel:

- (i) All Corrections personnel must acknowledge in writing his/her receipt and understanding of this Code of Conduct and his/her acknowledgment shall be kept on file.
 - (ii) Training will be conducted on this Code of Conduct and on other ethic issues at least annually.
- (c) Maintain and implement a method of performance evaluation for all personnel to meet the requirements of the Corrections program.
- (d) The Contractor shall ensure that compensation for Corrections personnel is comparable to that of BIA corrections personnel to the extent of the amount of funds awarded to the Contractor by BIA.
- (e) Ensure that no Corrections personnel are permitted to work more than 12 hours in a 24-hour period, including travel, training, and on-duty work.
- (5) Training Requirements. Newly employed Corrections Officers shall successfully complete the approved Basic Corrections Officer Training Program conducted at the Indian Police Academy, or equivalent training, as determined by the Indian Police Academy and the Director, Office of Justice Services.
 - (a) Corrections personnel funded by the BIA / Office of Justice Services (OJS) must not perform Corrections officer duties until they have completed the Basic Corrections Officer-training course unless the BIA, OJS and the Federal Law Enforcement Training Academy (FLETA) approves a waiver.
 - (b) Every effort shall be made to provide this training immediately upon entry on duty, but requisite training shall be provided before the end of the first year of employment, if a waiver permitting untrained personnel to perform corrections duties has been approved.
 - (c) The Contractor shall ensure that all Corrections personnel receive a minimum of 40 hours of in-service training annually at the discretion and approval of the Department of Corrections Director.
 - (d) All newly selected Supervisory Corrections Personnel will successfully complete the Supervisory Corrections Officers Training Program as offered by Federal Law Enforcement

Training Academy (1) year after appointment to supervisory positions. In addition, all Supervisory Corrections Personnel will receive a minimum of 40 hours of in-service training annually at the discretion and approval of the Department of Corrections Director.

H. People to Be Provided Services.

The Contractor shall provide corrections services in the Navajo Indian Country in accordance with the provisions of applicable Federal and Navajo Nation law, U.S. Supreme Court decisions and other applicable tribal and federal court decisions.

I. Personnel Standards.

(1) The Contractor will be responsible to ensure that, in accordance with 25 C.F.R. Subpart D, § 12.32, a thorough background investigation is completed on applicants for all Corrections personnel positions.

(a) The Contractor shall comply with the provisions of the Indian Child Protection and Family Violence Prevention Act (ICPFVPA) 25 U.S.C. §§ 3201-3211, and in 18 U.S.C. § 1169; 25 C.F.R Part 63.

(b) All applicants for any position and employees in the Contractor's Corrections programs, adult and juvenile corrections officers, educators, volunteers, cooks, janitors, and other support staff for corrections operations whose duties and responsibilities would allow them regular contact or control over children shall be subject to a thorough background investigation that will capture disqualifying convictions as specified under ICPFVPA. See Personnel Standard (2) (c) below.

(2) Every Corrections personnel employed by the Contractor shall:

(a) Be a United States Citizen;

(b) Possess a high school diploma or its equivalent;

(c) Pursuant to 18 U.S.C. § 921(a)(33)(A)(B) and § 922(g)(9), not be found guilty of, or have entered a plea of *nolo contendere* or guilty to any felonious offense or any of two or more misdemeanor offenses, or any crime against a child under Federal, state or Navajo Nation Law such as crimes of violence, sexual assault, molestation, exploitation, contact,

prostitution, crimes against persons, or offenses committed against children, or drug related offense;

- (d) Not have been convicted of a misdemeanor crime of domestic violence, as defined in 18 U.S.C. §921 (a)(33)(A), (B), and §922 (g) (9) and as defined by the Domestic Abuse Protection Act in the Navajo Nation Code, Chapter 13;
 - (e) Not have been convicted of any offense, defined in 18 U.S.C., §922 (g) and (h), which would render it unlawful for an individual to possess or receive a firearm(s) or ammunition;
 - (f) Be free from physical, emotional, or mental conditions which might adversely affect their performance as Corrections personnel and;
 - (g) Be certified by Navajo Nation Officials as having passed a complete background investigation. Such investigation must be documented and available for inspection subject to the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 et seq.
- (3) Persons hired as a Corrections Officer shall:
- (a) Be at least 19 years of age upon initial appointment to a corrections officer position; and
- (4) For positions requiring the operation of a Navajo Nation Government- or Federal Government-furnished motor vehicle, employees must possess a valid state motor vehicle operator's license, as well as a current Navajo Nation Vehicle Operator's Permit.
- (5) Prior to employment of any Corrections Officer, the Contractor shall complete a thorough background investigation. Such investigations shall include, but are not limited to, Navajo Nation, local, state and federal criminal history checks.
- (a) Background investigations shall be no less stringent than required of a federal officer performing the same duties.
 - (i) The background investigations must be adjudicated by trained and qualified professionals
 - (ii) The background investigations must be documented and available for inspection subject to Navajo Nation Privacy Act, 2 N.N.C. §§ 81 et seq.

- (b) A thorough background investigation consists of:
 - (i) Checks/clearances through the National Crime Information Center (NCIC), state criminal history centers, and local tribal police as well as court records.
 - (ii) All background checks/clearances shall be recorded, documented and kept on file for each corrections officer Contractor (NDOC).
 - (iii) Careful review and documentation shall be made on each Corrections Officer applicant's education, employment, medical and military history, previous residences within 5 years, organizations and affiliations, personal references, credit record and police record, including driver's license history and status.
 - (iv) Background reviews may be conducted either by a written questionnaire or by personal interview with present and past supervisors and associates who have personal knowledge of the applicant's service record and character.
 - (c) The Contractor shall update the background investigations of corrections officers every five years.
- (6) Physical Examinations – Corrections Officers. Applicants for and employees in corrections officer positions must be physically capable of performing the essential duties of the position efficiently and without hazard to themselves or to others. Failure to meet any of the required physical qualifications will usually be considered disqualifying for employment except when substantial evidence is presented that the individual can perform the essential functions of the job efficiently and without hazard to themselves or others with or without reasonable accommodations.
- (a) A copy of completed and signed SF 78 "Certification of Medical Examination" shall be in each Corrections officer's personnel file and available for inspection subject to the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 et seq.
 - (b) The Contractor maintains the responsibility to determine the individual Corrections officer's fitness for duty and to evaluate for fitness as deemed necessary at any time of employment.

- (7) Non-Detention Officer Personnel Standard and Physical Examination Requirements.
 - (a) The same personnel standards for Corrections officers apply to non-corrections officer personnel.
 - (b) A copy of a completed and signed SF 78 "Certification of Medical Examination" shall be in a non-corrections officer's personnel file and available for inspection subject to the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 et seq.; however, the physical requirements may be different for the non-corrections officer positions in the performance of duties.

J. Record Keeping

The Contractor will be required to maintain a record keeping system, which will produce but not be limited to the following information:

- (1) Intake Records
- (2) Number of Detainee Admissions/Releases
- (3) Average Daily Population
- (4) Total Number of Deaths
- (5) Total Number of Suicide Attempts
- (6) Total Number of Escapes
- (7) Total Number of Sexual Assaults
- (8) Total Number of Assaults
- (9) Number of Detainees Transported
- (10) Detainee Meals Served
- (11) Facility Operational Logs
- (12) Annual Facility Maintenance Report
- (13) Payroll Records
- (14) Correctional Personnel Training Records

- (15) Navajo Nation property inventory
- (16) Detainee Medical and Medication Records
- (17) Purchase Orders
- (18) Vehicle Operator's Maintenance Records
- (19) Detainee Personal Property
- (20) Detainee Program Summary
- (21) Serious Incident Reports shall be telephonically reported and completed in writing as set forth in Section F.

K. Contractor's Innovative Input.

- (1) The Contractor will be afforded latitude in the development of innovative methods for performing the various programs within the requirements of the Contract. Examples of innovative methods, not herein contracted, would include non-secure detention by home monitoring and use of ankle bracelets, or carrying firearms during transport of detainees.
- (2) Before implementing any such innovative methods, proposals shall be reduced to writing and copies furnished to the Contract Awarding Official and the District IV Corrections Program Specialist for review, subsequent negotiation if applicable under 25 U.S.C. §5301 et seq. and, if both parties agree, modification of the Contract.
- (3) Before any innovative methods are approved and incorporated into the current Contract, the Contractor must develop policies and procedures for each such method.

L. Lethal and Non-Lethal Weapons Management and Certification.

- (1) The Contractor shall follow established Navajo Division of Public Safety General Orders in the training, management, use, storage and disposal of all lethal and non-lethal weapons issued to the Contractor.
- (2) The Corrections Personnel Certification Record on lethal and non-lethal weapons will be maintained by the Contractor (NDOC) Administrative Staff and shall be available for inspection subject to the Navajo Nation Privacy Act, 2 N.N.C. §§ 81 et seq.

M. No Third-Party Beneficiary

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

<div>Navajo Nation</div> <div>Summary of Proposed Budget on</div> <div>CY 2023 AFA - P. L. 93-638 BIA Contract</div>			
Part I. - Program Information: A. Program / Division: <u>Dept of Corrections - Adult/NDPS</u> B. Contract No.: <u>A18AV00235</u>			
Part II. - Budget Information:			
A	B	C	D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount
2001	Personnel Salary	Personnel Salaries, 3% General Wage Adjustment, Overtime, Holiday	\$4,641,436.00
2900	Fringe Benefit	Fringe Benefits at 52.06%	\$2,416,332.00
3000	Travel		
3500	Meeting		
4000	Supplies		
5000	Lease & Rental		
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service		
7000	Special Transactions	General Liability and Workers Comp	\$44,488.00
8000	Assistance		
9000	Capital Outlay		
9720	Indirect Cost		
Part III. - Signatures: <div> <div> <u>Delores Greaves, MSW, Ph.D, Director</u> Delores Greaves, MSW, Ph.D, Director </div> <div> <u>Jesse Delmar</u> Jesse Delmar, Division Director </div> </div> <div> <div> <u>8-22-22</u> Program Manager / Date </div> <div> <u>8/23/22</u> Division Director / Date </div> </div>			Total Budget \$7,102,256.00

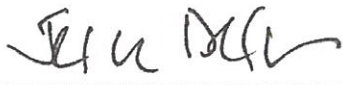
THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO : TO WHOM IT MAY CONCERN

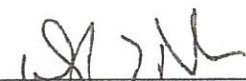
FROM : 
Jesse Delmar, Division Director
Division of Public Safety

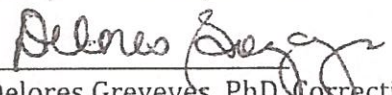
DATE : January 4, 2022

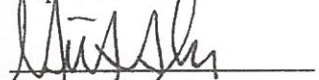
SUBJECT : **STANDING DELEGATION OF AUTHORITY**
DIVISION OF PUBLIC SAFETY – Fiscal Year 2022

This is notification that the following personnel have signature authority for Navajo Division of Public Safety, in my absence. They shall have the authority to administer, oversee, and monitor routine tasks in carrying all the duties and responsibilities associated with this office. This delegation is not transferable and shall not be sub delegated.

ACKNOWLEDGED:


Daryl Noon, Chief of Police
Navajo Police Department


Delores Greyeyes, PhD, Corrections Director
Department of Corrections


Michael Henderson, Director
Department of Criminal Investigations

If you have any questions, please contact our office at 928-871-6581.

DISTRIBUTION
XC: file

Government Performance and Results Act **(GPRA)**

If applicable, GPRA Report will be identified and finalized in coordination with BIA NRO.

Program Specific Report

If applicable, program specific reports will be identified and finalized in coordination with BIA NRO.

FACILITY MANAGEMENT PROGRAM

STATEMENT OF WORK

ADULT DETENTION PROGRAM

**THE NAVAJO NATION
Division of Public Safety**

Facility Management Program – Scope of Work

I. Bureau of Indian Affairs (BIA) Facility Operations Program

- A. Operation Program. The operation program is designed to implement the needs of the Detention buildings. The program is to input the requirements in the computerized MAXIMO. The operation program includes utilities, custodial, grounds, GSA rental, communications, guard services, refuse and support services for program planning purpose.
- B. The objectives of the O&M program are to keep the facility, including equipment and grounds, in safe operating operations.
- C. The requirements are input into the BIA-MAXIMO system on annual basis for any changes on the detention building and grounds to update the BIA-MAXIMO for annual funding purpose.
- D. The Operation Program is a general day-to-day service such as: cleaning facilities, responding to fire calls, monitoring utility systems and services, accomplishing and assuring the proper disposal of trash and garbage and arranging for and paying for utilities services.

II. BIA Facility Operations and Maintenance (O&M) Program

- A. Maintenance Program. The maintenance program is designed to implement the needs of the Detention buildings. The program is to input the requirements in the computerized MAXIMO. There are two aspects of maintenance: Preventive Maintenance and Unscheduled Maintenance.
- B. Preventive Maintenance. The technology report is generated from the BIA-MAXIMO system. This report is detailed for manpower and man hours for each building and the grounds to maintain the facilities on daily basis.
- C. Unscheduled Maintenance. Repairs and service calls that are beyond the preventative maintenance program. The repairs and service calls are responded to immediately and treated upon the merits of each case. If the work is considered major; then the job is put into the BIA-MAXIMO system as deferred maintenance for supplemental funding.
- D. The Operation and Maintenance program is to maintain government-owned buildings. This requirement is to provide safety controls or protection to the life and health of employees, students and other persons, to maintain property and equipment in proper working order. The funding is based on the entire inventory of the building and grounds generated by a special formula designed for BIA-MAXIMO. Other supplemental funds will be transferred based on the request from the Contractor.

Facility Management Program

I. Operation Programs

- A. The contractor's Operation Program is designed and tailored to meet the expressed and anticipated needs of the facility user. The program to facilitate this requirement is BIA-MAXIMO. The Contractor shall schedule plant operations, which includes, but not limited to, utilities, custodial, grounds, GSA rental, communications, guard services, refuse and support services. The contractor shall provide for supplies and materials at Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center to maintain real property facilities and equipment and personal property items at a level that will keep the facilities and equipment in safe and acceptable conditions as follows:
1. The contractor shall be responsible for establishing, coordinating, managing and performing an efficient operation, which includes custodial, and grounds keeping, and utilities to maintain the facilities and grounds in a safe and acceptable condition at the Tuba City Adult Detention Facility, Chinle Adult Detention Facility, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center.
 2. The contractor shall be responsible for providing supervision and management to fully carry out the requirements set forth in this contract in accordance with all federal building codes and regulations.
 3. The contractor shall be required to establish, coordinate and maintain a work request system using the MAXIMO Work Ticket Program which records necessary time data and record keeping essential for an efficient operations program.
 4. The contractor shall implement the Facility Management Annual Work Plan (AWP), which becomes a part of this contract by reference. The AWP (budget) for each location will be reviewed each year of the term of the contract, adjusting the rate of performance of functions according to the funds available.
 5. Any modification or alteration to government-owned facilities must have prior written request to, and written approval from the Awarding Official (AO), Office of Facilities Management and Construction, Division of Risk Management, Agency Facility Management, and OIP Property Management.
- B. Operations. This term applies to that program which provides for the distribution of utilities and the furnishing of services essential to maintain the operational program.
- C. Regular Site Operations. Regular site operations are normal recurring work; such as custodial and grounds keeping.

II. Maintenance Program

- A. The contractor's Maintenance Program is designed and tailored to meet the expressed and anticipated needs of the facilities users. The program to facilitate this requirement is the computerized BIA-MAXIMO. The contractor shall plan regular maintenance and repairs, preventive maintenance, inspections, and emergency services. The contractor shall provide for supplies at Tuba City Adult Detention Center and the Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center to maintain real property facilities and equipment and personal property items at a level that will keep the facilities and equipment in safe and acceptable conditions as follows:
1. The contractor shall be responsible for establishing, coordinating, managing and performing an efficient facility preventative maintenance program, inspection, and maintenance and repair program to maintain the facilities and grounds in a safe and acceptable condition at Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center.
 2. The contractor shall be responsible for providing supervision and management to fully carry out the requirements set forth in this contract in accordance with all federal building site codes and regulations.
 3. The contractor shall be required to establish, coordinate and maintain a work request system using the BIA-MAXIMO Work Ticket Program which records the necessary time data and record keeping essential for an efficient preventive maintenance and repair program.
 4. Maintenance and repair exceeding \$2,500.00 in labor and/or materials cost per occurrence is considered beyond the scope of the contract, must be encoded in BIA-MAXIMO backlog as deferred deficiency. If funds are available and the Office of Facilities Management and Construction agrees, additional funds may be spent by the contractor. Minor Improvement and Repair (MI&R) projects and emergencies shall be cleared through the AO, Agency Facility Manager and Office of the Management and Construction. Each occurrence must be entered in the BIA-MAXIMO backlog.
 5. The contractor shall implement the Facility Management AWP which becomes a part of this contract by reference. This AWP (budget) will be reviewed each year of the term of the contract, adjusting the rate of performance of functions according to the funds available.
 6. Any modification or alteration to government-owned facilities must have prior written request to, and written approval from the AO, Agency Facility Management, and BIA-OIP Property Management.
 7. Update and maintain the computerized BIA-MAXIMO on a regular basis.

- B. Regular Maintenance and Repairs. Regular maintenance and repair is unscheduled work and is the result of normal wear and tear; and preventive maintenance and inspection is necessary to the upkeep of facilities.
1. Maintenance. The unscheduled work required to keep real and personal property (facilities, structure, equipment, property) in such condition that may be continuously and safely utilized for its intended purpose as originally designed for capacity and efficiency.
 2. Preventive Maintenance. This maintenance consists of continued scheduled acts of routine maintenance activity that keeps the facilities in good working condition, such as inspecting, adjusting, lubricating, cleaning and making necessary minor repairs to the various parts and subassemblies, to assure that property may serve its full life expectancy.
 3. Emergency Work. Work requiring unscheduled immediate attention. This includes instances where delay would endanger lives, damage government property or seriously impair the residential routine. The work is accomplished both during and after regular working hours (24 hours a day) including Saturdays, Sundays, and holidays. Emergency work shall include, but is not limited to: gas leaks, exposed energized wires, arcing in electrical circuits, leaks of fixtures or fittings, roof leaks, falling ceiling, gas leaks in refrigeration units, main water breaks, and sewage overflow or stoppage. Emergency-type work shall be responded to immediately and treated upon the merits of each case.

III. General Program

- A. On a 24-hour-a-day, 7-day-a-week basis, the Contractor shall be responsible for plant operations, repair and maintenance, emergency work and service work to all buildings, grounds, utilities and equipment. The Contractor shall provide qualified employees or contractual services to economically operate, regulate, and maintain the heating and cooling system, hot water system and any other permanently installed equipment in the building. The Contractor shall be responsible for executing a preventive maintenance program and inspection program. This work consists of scheduled inspection, examination, cleaning lubricating, and minor adjustment as required.

In the event that outside specialized services are required, the Contractor shall notify appropriate person(s) and make necessary arrangements to provide these services.

- B. Heating. Provide all labor, equipment and consumable materials and supplies required to perform maintenance, repair, preventive maintenance, inspections, and services on all heating systems.
- C. Electrical. Provide all labor and equipment required to perform maintenance, repair, and preventive maintenance, inspection and services on all electrical distribution within the facilities to the service entrance of disconnect switch serving the building, structure, etc.

- D. Water Systems. Provide all labor and equipment required to perform maintenance, repair, and preventive maintenance, inspection, and services on all domestic water mains, service lines, distribution system and valves servicing the buildings, including the fire sprinkler system, fire mains and hydrants. The domestic water maintenance program is to include the sprinkler system for the irrigation to the common lawn areas.
- E. Sewage Systems. Provide all labor and equipment required to perform repair, maintenance, preventive maintenance, inspections and service on all sewer mains, manholes and service lines servicing each buildings.
- F. Grounds and Streets. Provide all labor and equipment required to perform maintenance, repair, and preventive maintenance work on all government-owned grounds at the Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center, applicable structures and system, open drainage systems, dock facilities, fences, retaining walls, flag poles, walks, parking areas, recreation areas, culverts, athletic equipment, park benches and tables, curbs, streets, and gutters. Performance also includes work such as caring of trees, shrubs, fertilizing, seeding or reseeding the athletic ball fields and common lawn areas, trimming trees to eliminate safety hazards such as deadwood or hanging branches. Services provided under this heading include mowing, raking, watering, trimming hedges and shrubs, snow removal and street sweeping. Responsibilities also include keeping concrete sidewalks, outdoor side steps, parking area (paved or unpaved), driveways (paved or unpaved), and other similar areas surrounding the buildings free of paper scraps, cans, bottles, cigarettes butts, and other debris. Sweep or hose as necessary or as directed. Remove all snow, hail, sleet or ice from sidewalks, outside steps, dock areas, driveways or other public conveniences which are directly associated with the pedestrian vehicular approaches to the buildings, walks, and entrances.

These areas shall be cleared before expectancy of use and shall be kept clear at all times during use to the extent reasonably possible. Toxic materials harmful to the concrete, lawn, shrubbery, etc., shall not be used.

- G. Fixtures. Provide laborers and equipment required for maintenance and repair, and preventive maintenance work on fixtures and equipment normally located in buildings and permanently installed or affixed in place except as defined elsewhere. Included are items such as exhaust fans, built-in lockers, scoreboards, range hoods including related filters and duct work, and systems such as master clocks, intercom, fire sprinklers, etc. Also, included are plumbing fixtures such as water closets, lavatory sinks, bath and laundry tubs, shower heads, water heaters and all related fittings valves, etc., electrical panels, and repair of items of equipment which are permanently connected to the utility system in the kitchen, dining facilities such as steam tables and steam kettles, domestic water lines, sewer lines, walk-in cooler, walk-in freezer, ice maker machine, refrigerator, food warmer, fruit boxes, grills, ranges, garbage disposals, grease trap and dish washers furnished in government buildings. The facilities kitchen, dining hall used for other than structural and/or commercial purposes is not included in this cost feature. Excluded as a part of this contract are repair and

maintenance of furnishing provided by the using activity such as rugs, draperies, furniture, lamps, radios, televisions and appliances required for instructional purposes.

- H. Buildings. Provide all labor and equipment required to perform maintenance, repair, and preventive maintenance inspection and service except as defined elsewhere on all buildings; interior and exterior architectural and structural components; interior water and sewer lines and electrical wiring including junction boxes, receptacles, wall switches and light fixtures. Also included as part of this service are exterior and interior walls, doors, windows, roofing, gutters and downspouts.
- I. Refuse Collection and Solid Waste Disposal. To be in conformance with Hazardous Material Transportation Regulations 49 CFR, the contractor shall furnish all labor, tools, materials, equipment, transportation, supervision and incidentals necessary to provide collection and disposal of refuse at the installation of Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center. All refuse collected shall be hauled and disposed on site in the trash bin and carried away by an independent Contractor. Any spillage on Indian roads, state highway will be the responsibility of the contractor.
- J. Custodial Services. The Contractor shall provide all labor and equipment required in furnishing janitorial services for all government-owned buildings. Custodial services and frequency of performance for all buildings and rooms shall be maintained per the Facility Management Requirement and negotiated Annual Work Plan. The contractor shall assign areas of responsibility to all janitorial personnel. All products will meet quality standards currently in effect for government-owned installations. Supply costs are to be borne by the Contractor.
- K. General.
 - 1. All buildings and grounds shall be checked on a scheduled basis for evidence of insects and rodents. The contractor shall provide pest control service. The contractor may continue to utilize the Bureau's Facility Management Centralized Crew to provide pest control services. The Bureau's Pest Control Program provides these services for government-owned installations and services are rendered based on work order requests. The costs of these services are to be borne by the Contractor through a cost reimbursable method. However, the Contractor has an option to obtain the same services from an independent licensed contractor.
 - 2. The contractor will identify an "Emergency Request" to the AOTR, a condition which adversely affects the Detention Programs of the Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center, such as: failure of heating system, power failure, water system or other occurrence which may endanger human life or cause damage to the facilities. The Contractor and government shall agree on action(s) to be taken subject to the availability of funds. The Contractor will direct the local work force for temporary repair. All emergency requests shall be forwarded immediately to the AOTR, to the

Western Navajo Agency, Chinle Agency Facility Manager or Crownpoint BIE Eastern Agency and the Awarding Official. If emergency funds are not secured, the cost shall be borne by the party which incurred the cost.

3. Quarterly meetings will be held between the Awarding Official's Technical Representative and Contractor to review and discuss such things as future projects, schedules, procedures and methods, performance, report, etc., as necessary.
4. The Contractor shall keep records of each maintenance activity through the BIA-MAXIMO Work Ticket Program. The record shall be such that the stock of materials kept on site is adequate for the work to prevent delays due to lack of materials. The records shall result in good control of time and materials so that the data will result in the leveling of peak loads for estimating future labor and material requirements.
5. Fire prevention shall be exercised at all times by the contractor and its employees. Janitor closets, storage rooms, etc., shall be kept clean and free from combustible materials.
6. The government will not be responsible in any way for damage occasioned by fire, theft, accident or otherwise, to contractor owned equipment or employee's personal property.
7. The Contractor shall be responsible for establishing a communication system to cover emergency situations. The contractor shall provide the AOTR and designated inspector's specific instructions on personnel to contact and/or system in effect for quick response to any situation that may arise.
8. The following required reports shall be submitted to the AOTR, Western Navajo Agency, Chinle Agency Facility Management or Crownpoint BIE Eastern Agency:
 - i Fire Protection Report – Monthly (see appendix)
 - ii Fire Extinguisher/Hose Cabinet Report – Monthly
 - iii Boiler log (shall be kept in the boiler room at all times) – Daily (see appendix)
 - iv MI&R/FI&R and QI&R Projects Submission – April of each year (BIA-MAXIMO)
 - v AWP, Budget Report - April of each year (BIA-MAXIMO)
 - vi DI-134 Reports including damage to government property or personal injury - within 24-hours of incident
 - vii Energy report – Semi-annual (April and October) (BIA-MAXIMO)

- viii Utility Actual Cost – April to March (1 year cycle, input into BIA-MAXIMO)
- ix Supplemental Funding Request – July (BIA-MAXIMO)
- x Health and Safety Abatement Plans – 30 days after receipt of inspection report (BIA-MAXIMO)
- xi Statement of Work (SOW) of Tuba City Adult Detention Center, Chinle Adult Detention Center Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center. (Update July of each year)

9. Maintenance shall conform to BIA guidelines entitled:

- i Facilities Management Guides 11057. Indian Affairs Deficiency Report (NAMP-300) and Improvement Items Report (NA PM 301)
- ii Facilities Management Guide 11055. Janitorial Management
- iii Operation and Maintenance Guide 14. Boiler Operation
- iv Navajo Region Fire Protection Guide 11062, 25 BIAM Supplemental 19
- v 40 CFR Part 763, Asbestos Management in the list of Guidelines

L. Utilities and Telephone.

- 1. The Contractor shall provide and pay for all utilities monthly as billed. The Contractor shall be responsible for paying for telephone service as required. (The Contractor has the option to use the Tribal FTS System.)
- 2. Federal Energy Conservation Guidelines will be adhered to.

M. Minor Repairs and Facilities. Any major repairs required, items over \$2,500.00 and maximum \$250,000.00 labor, materials and supply cost per occurrence, must be requested to the Branch of Facility Management, Western Navajo Agency, Chinle Agency or Crownpoint BIE Eastern Agency and be encoded in the MAXIMO backlog. These repairs shall be approved by facility management on a priority basis. The request for these repairs is done annually in the MAXIMO program titles the Supplemental Fund Request (SFR) and is due July 1.

N. Cooperation and Training. The contractor and the Bureau will cooperate in meeting the on-going learning needs of employees performing maintenance and facility operation.

O. Deficiencies Categories and Rank. The projects are identified in BIA-MAXIMO according

to the Deficiencies Categories and Ranks:

Deficiencies are identified with a category and rank (alphanumeric codes). These codes provide the user an easy means of determining the criticality of each deficiency. Table 6.1 displays a list of the available categories and ranks used in BIA-MAXIMO along with a description example.

Table 6.1

Cat/Rank	Severity	Description/Example
U-1	Emergency	<p>An emergency is a condition where death, physical harm, or property damage can be foreseen and possible eliminated.</p> <p>Examples: Roof caving in or destroyed by a storm; heating system failed posing a threat to a building. <u>(Facility conditions must not be the cause of lack of maintenance.)</u></p>
S-1	Safety-Serious Deficiency	<p>Safety-Serious Deficiency poses a threat to safety and health; including violations of Occupational Safety and Health Standards, Life Safety Code, Uniform Building Code, among other code laws, as applicable. (S-1 safety deficiencies can only be identified through safety inspectors in MAXIMO.)</p> <p>Examples: Required means of egress such as protected corridor an terminating after exit discharge; fire enclosing hazardous areas, fire rated doors, exit and emergency lighting; means to alert occupants of danger-fire alarms, visual alarms, etc., required sprinkler systems (i.e., janitor closets in schools).</p>
S-2	Safety-Moderate Deficiency	<p>Safety-Moderate Deficiencies affecting Safety and Health.</p> <p>Examples: Trip and fall hazards when not on stairways or ramps, exterior lighting when not involving exit discharges, steps, ramps; lack of ventilation; sprinkler systems desired to be added which are in excess of life safety code requirements and Bureau policy; fume hoods in science laboratories.</p>
M-1	Physical Plant, Non-Programmatic, Deficiency Condition	<p>A Physical Plant, Non-Programmatic, Deficiency Condition (<u>that renders a facility, facility system, or facility component inoperable</u>). This is related to structural, mechanical, electrical, roofs, walls, floors, foundations, utilities, paving, etc.</p> <p>Examples: Roof deterioration causing interior building damage; serious overload of electrical system due to modernization of equipment; removal and replacement of refrigerant compressor on chiller; replacement of defective sections on boiler, sewer, water or gas line deterioration.</p>
M-2	Physical Plant, Non-Programmatic, Deficiency Condition	<p>A Physical Plant, Non-Programmatic, Deficiency Condition (<u>that if not attended to will render a facility, facility system or component inoperative</u>). This is related to structural, mechanical, electrical, roofs, walls, floors, foundations, utilities, paving, etc.</p> <p>Examples: Replace door locks that have worn to a point where they do not operate; replace cracked sidewalks causing tripping hazard.</p>
M-3	Functional Facility equipment exceeds is normal life expectancy	<p>Functional facility equipment exceeds its normal life expectancy.</p> <p>Example: replace boiler, replace steam kitchen equipment, and replace carpeting.</p>

X-1	A serious environment code deficiency	A serious environment code deficiency that poses a threat to life or property. Examples: Remove friable asbestos on piping in occupancies areas; remove leaking underground storage tanks.
Cat/Rank	Severity	Description/Example
X-2	Environment code deficiencies	Examples: remove asbestos floor tile from a building; install code compliant leak detection system on tanks; remove lead paint from quarters.
H-1	Serious handicap code deficiencies	Examples: Provide handicapped accessibility to building; provide handicap accessible restrooms.
H-2	Violation of Federal Handicap Codes and Standards	Examples: Install code compliant handrails for handicapped; restrooms or portions of restrooms that need to be modified for handicapped compliance.
E-2	Violation of energy codes and standards	Examples: installation of new energy efficient lighting fixtures; replacement of single-glazed windows with double- or triple-glazed windows for energy efficiency; upgrading or replacement of heating systems.
E-3	Deficiencies which when corrected will reduce energy consumption	Examples: Installation or replacement of automated night setback switches for heating systems; replacement of weather seals on exterior doors throughout the building.
F-2	Deficiencies for Fire Support	For Direct Entry Deficiencies only. Example: Fire Stations, Fire Training classes, etc.
C-1	Construction to correct serious multiple code/safety deficiencies	Construction (new replacement or addition) to correct serious multiple code/safety deficiencies. Examples: Major renovations throughout a building or facility to <u>abate numerous</u> high cost code violations such as fire sprinklers, fire doors, etc.
C-2	Constructions to correct code and/or standards violation	Construction (new replacement or addition) to correct code and/or standards violation Examples: Major retrofit a building or facility for handicap code compliance; Major replacement of HVAC systems for code compliance.
P-2	Programmatic Capital Improvements	Renovations and additions to existing building to change the functional space to accommodate programmatic space needs. Examples: Retrofit existing classrooms use into a computer lab; remodel a classroom to comply with FACE program standards. Convert a dorm to classrooms; convert science lab to general classroom; building addition to dining room.

P. Government Facilities

1. It is understood and agreed that the contractor shall hold the government harmless from any and all claims or liabilities arising out of the use or possession of said property by the contractor, or any injury sustained by any other persons, or damage to property incurred in the use of said property during the term of this contract, except if cause results from negligence of factor(s) covered under the Government's responsibilities as outlined in this contract.
2. The contractor will not assign or sub-permit any of the properties covered by this contract without first obtaining the Government's written approval to do so. The contractor agrees that the properties permitted herein shall only be used for the purposes related to the contract and that any contemplated change as to the use of these properties shall not be implemented without obtaining the government's written approval.
3. The Government shall have the right, at any reasonable time during the term of occupancy, to enter upon the premises of any part thereof, to inspect the same and all buildings and other improvements. Any inspection will be coordinated with the contractor. A copy of the reports, if any, will be given to the contractor or through the BIA-MAXIMO Report system.
4. The contractor further agrees and understands that the property is subject to rules and regulations of the Bureau of Indian Affairs, Indian Health Service, and the Navajo Nation, as they pertain to safety and sanitation codes and/or other requirements.
5. Accident Prevention. In order to provide safety controls or protection to the life and health of employees, students and other person(s), for prevention of damage to property, materials, supplies and equipment, and for avoidance of work interruption in the performance of this contract, the contractor shall institute and carry-out a safety program in compliance with OSHA Standards, EPA Standards and BIA as directed by the AO. The contractor and any subcontractors shall maintain an accurate record of, and will report to the AO in the manner and on forms prescribed by the AO, all accidents resulting in death, traumatic injury, or occupational disease.

Q. Inventory

1. The Acquisition, use and disposal of all personal property policy must be in accordance with the policies and procedures contained herein, and in accordance with OMB Circular A-102 ATTN. 25-CFR 276.11 and 48 CFR-3-4 6013. The term "Personal Property" denotes all property except Real Property.
2. The Contractor is responsible for a facility management system that ensures physical control procedures, maintenance, surveillance, optimum use, and disposal of all personal property in the custody of Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center and of various programs administered by the Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center,

and the Crownpoint Adult Detention Center .

3. Two primary property management responsibilities are the maintenance of property management records and the preparation of property reports for use by the Federal Agencies and the Contractor.
4. Technical Support by Agency Facility Management - The Detention Facility Management personnel is to update and maintain the facility inventory at the Western Navajo Agency, Chinle Agency or Crownpoint BIE Eastern Agency since the Detention Centers do not have access to BIA-MAXIMO.

IV. Government Facilities

The United States shall deliver to the contractor, to the extent that such delivery has not already been made, the following described real property, all situated in Tuba City Adult Detention Center, Chinle Adult Detention Center, Crownpoint Adult Detention Center, and Kayenta Adult Detention Center, for use in performing the work under this contract subject to the provisions of this clause and is hereinafter collectively referred to as "Government Facilities":

Building Nos.: #7173A #7985B #7289A #7309

- A. Purpose. Government facilities identified above shall be used only for the performance of this contract, unless written permission is received from the AO for other specific uses.
- B. Function. Facilities Maintenance.
- C. Mission Statement. It is the mission of Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center Facilities Management that these facilities shall be managed and operated as a safe, humane, secure detention facility that protects the public.

The Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center are designed to house as a short and long term facility for adult who are pending adjudication or who have been adjudicated, but are waiting disposition, placement or to be confined at the facility as a condition of probation.

The facility is committed to operating safety and secure detention institution by staffing the facility maintenance unit with trained individuals that adopts a philosophy of a fair, firm and constant team, a team that builds a strong humane treatment and mutual respect of both the offenders and staff to focus on the development and planning of the facility to extend the life of the building.

D. Program Function

1. Contractor is responsible for five activities and programs:

1. Contractor is responsible for five activities and programs:
 - Operations and Maintenance (O&M)
 - Minor Improvement and Repairs (MI&R)
 - Emergency
 - Excess Space
 - Facility Management Information System/Indian Affairs Facility Management System (BIA-MAXIMO)
2. The major activity of this function is O&M at facilities and related systems owned or operated by the Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center. Such facilities include office buildings, utilities and grounds, and O&M activities include:
 - Operations – general day-to-day services
 - Preventive (scheduled) maintenance – routine maintenance activity
 - Unscheduled Maintenance – not routine
3. The Contractor shall coordinate and implement the emergency evacuation procedures for use in Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center facilities and shall arrange for regular evacuation drills per NFPA 101.

E. General Approach.

1. The Tuba City Adult Detention Center, Chinle Adult Detention Center, Kayenta Adult Detention Center, and the Crownpoint Adult Detention Center Facilities Management Program shall give special emphasis and attention to the following areas:
 - i. The focus of O&M activities is being shifted to emphasize routine preventive maintenance procedures to reduce long-term repair costs for buildings and equipment. This will be accomplished through the training of the facilities maintenance personnel, improved scheduling of O&M activities and increased oversight and monitoring.
 - ii. Schedules will be generated from existing data on facilities and equipment for routine maintenance activities. These schedules are expected to aid the maintenance personnel in completing necessary routine maintenance activities, such as replacing filters and oiling and making necessary adjustments to the machinery, so that major repairs will not be needed as frequently and equipment will have a longer useful life.
 - iii. A supporting program will provide training to facilities management personnel. These educational efforts are expected to help facilities management personnel prepare work schedules and provide better services to their facilities users.

2. The Agency Facility Manager shall be the official who coordinates with BIA Agency and Navajo Regional Office facilities management personnel, as needed, to obtain technical or other assistance to meet facilities management mission statement and goals.
- F. Construction and Alteration. Upon written approval from the Awarding Official, the contractor may make specific authorized improvements to government facilities.
- G. Access. The United States, and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.
- H. Subcontractor Use of Facilities. If the contractor transfers facilities to the possession and control of a subcontractor, the transfer shall not affect the liability of the contractor for loss or destruction of, or damage to, the facilities. However, the contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the facilities while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the AO, relieves the subcontractor from such liability. In the absence of such approval, the subcontractor shall contain appropriate provisions requiring the return of all the facilities in a good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provision of the prime contract.
- I. Special Provisions.
1. The contractor shall not use or permit to be used any part of the government facilities for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, consumption or storage of intoxicating liquors, beverages or drugs.
 2. The contractor agrees and understands that its operation of the property is subject to the program standards set out in the Program Standards, and Budget under the model contract.
 3. The contractor shall comply with all Bureau of Indian Affairs fire protection requirements.
 4. The contractor should comply with all applicable Codes and policies adopted by the Bureau of Indian Affairs to include National Fire Codes (NFPA) – 1927, Uniform Codes (ICBO) – Oct 1927, OSHA Standards, UFAS and ADAAG (Accessibility), and B.I.A. Policies.
- J. Ingress and Egress Rights. The contractor is granted Ingress and Egress and rights to and from the government facilities over and through other government-owned and administered areas not expressly provided under this contract.
- K. Reports of Loss or Damage. The contractor shall promptly notify the AOTR of any loss or

damage and, with the assistance of AO, shall take all reasonable steps to protect the facilities from further damage, and promptly furnish to the AO (and in any event within 30 days) a statement of:

1. The facilities lost or damages;
2. The time and origin of the loss or damages;
3. All known interests in commingled property of which the facilities are a part; and
4. Any insurance covering any part of or interest in such commingled property

Document No. 018886Date: 06/27/2022**SECTION 164 REVIEW FORM**Title of Document: CY 2022 SAFA renewal Adult Detention Contact Name: GREYEVES, DELORESProgram/Division: DIVISION OF PUBLIC SAFETYEmail: dgreyeyes@navajo-nsn.gov Phone Number: 928-871-7555Division Director Approval for 164A: [Signature]

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
<input type="checkbox"/>	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)			
	1. OMB: <u>MS - refer to memo 7/18</u>	Date: <u>7/18/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OOC: <u>[Signature]</u>	Date: <u>8/9/22</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. OAG: <u>[Signature]</u>	Date: <u>8/24/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

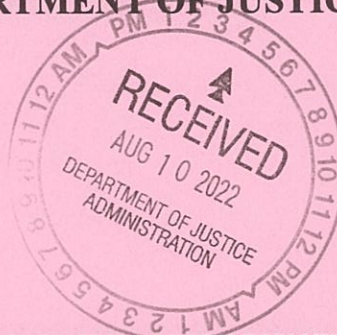
<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>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



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL



DOJ
8/10/22 409p
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 18886
SAS #:
UNIT: Hsqn

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

CLIENT TO COMPLETE

DATE OF REQUEST: 6/27/2022 ENTITY/DIVISION: public safety
CONTACT NAME: Delores Greyeyes DEPARTMENT: corrections
PHONE NUMBER: 928-871-7555 E-MAIL: dgreyeyes@navajo-nsn.gov
TITLE OF DOCUMENT: CY 2022 SAFA renewal Adult detention

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 8/10/2022 @ 4:32 pm REVIEWING ATTORNEY/ADVOCATE: MEN / CP

DATE/TIME OUT OF UNIT: 8/24/2022 @ 11:10am

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient. Forward for surname.

REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
Michelle Begay Nakai	8/24/22 9:00am	US	8/24/22

DOJ Secretary Called: Emailed: dgreyeyes for Document Pick Up on 8/24/22 at 11:00am By: CP

PICKED UP BY: (PRINT) DATE / TIME:

Contracts and Grants Section / OMB
Document Review Check on Grant Application, Award or Modification

(Fill in Spaces Highlighted Green that Apply)

Document Review No. / Date : **164A #018886 / 07.12.2022**

Application, A. **A.** Hard or On-line Submit? **Hard Copy**
 Appli. due date: **10/1/2022** Date Appli. Submitted to funding agency:
 Award, B or C. Mod. No.,
 Signature Block for Branch Chief?

FY 2022 NN BIM Appendix L Sec. IV. Submit Grant Application/Accept Grant Award

- A. **Application**, Sec. 164(A) or Executive Official Review on EO 07-2013
 Reference Application e.g., SF-424, etc. **Model 108 and AFA not avail. - guidance to be updated**
 1 Grant Agreement, Terms & Conditions **AFA not attached.**
 Budget **\$7,401,075.00** Funding Period **01/01/2023 - 12/31/2027**
 2 Scope of Work (SOW) specific to grant purpose. **Attached - No RFS**
 3 Required NNBF 1-5: budget comply w/ Sec. III. B. justify, calcu., etc. **BIA Budget Summary only**
 - NNBF 3 supported by DPM List of Employee Assignment **N/A**
 - Budget each Subcontract Separate **N/A**
On lower right hand corner of each page, initial & indicate date of review.
 4 IDC, use most current approved IDC rate. Indicate FY & IDC Rate **15.46%**
 - Supported by IDC calculation check sheet, page 86 of BIM. **N/A**
 5 Cost Sharing Contribution, Form Appendix L-2 **N/A**
 6 CFDA No. on federal funds **N/A**
 7 DUNS no. 009001702 **009001702**
 8 SAMS **N/A**
 B. **Award**, Sec. 164(B) Review; Address Appli. requirement above.
 - Document review no. on Appl./ Date **N/A**
 - Notice of Grant Award (NOGA) / Date (attach): **N/A**
 - Change to Appli. on Award, explain in **Comment** section below **N/A**
 C. **Award** (automatic) for successor year on multi-year contract; Address Appli. requirement above.
 - Term (Begin & End Date) of multi-year contract **N/A**
 - NOGA / Date (attach): **N/A**
 D. Sec. III. C. **Contract Modification**, Form Summary of Change to Ext Grant Budget Appdx L-1
Additional allocation to annual award e.g., CR funding on federal award.
 - Required NNBF 3 or 4 or both. **N/A**
 - NOGA / Date (attached): **N/A**
 E. **Comment on issues, concerns, etc.**

Review 07/12/22 - After thorough review of packet, the document is deemed sufficient with the following comment:
1) As instructed in email of 06/23/22 (attached) from Mr. Shortey, CGS/OMB, NDOC was advised to utilize FY22 guidance/instruction on submission of proposal for contract renewal. Organization of document packet is provided as a diagram. NDOC has attached SOW with no RFS to NDOJ and the BIA Budget Summary form only.

F. Document is Sufficient or Insufficient: **Sufficient w/Comment**

G. Review By / Date: **J. James, PCA / 07.12.22**

Surname By / Date: **CJ 7/18/22**

Result of Review: Explain by memorandum reason document is deemed Insufficient and issues/concerns noted in Section E above.

Doc Review Check Grant Appl Award_164A DN018886 CY22 AFA Renewal ADU NDOC_7.12.22

Dev. Sept. 2021

1. Based on email 7/13/22

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)

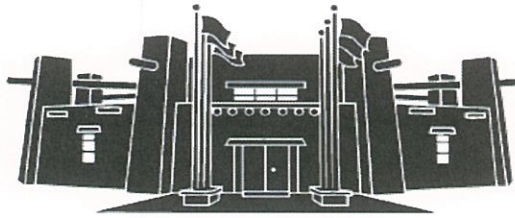
PLEASE NOTE OOC (ALL SECTIONS IN TOTAL) HAS 7 DAYS TO REVIEW

18886

OOO - Section		Date
1	Accounts Receivable:	
2	General Accounting:	7/25/22
3	Contract Accounting: S.G.	7/25/22
4	Contract Administration:	

Comments:

No detailed budget, only summary S.G.



MEMORANDUM

TO: Delegate Otto Tso

FROM:


Loya M. Honaghaahnii Henderson
Office of Legislative Counsel

DATE: September 19, 2022

SUBJECT: RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A RENEWEL CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, AS AMENDED), FOR A FIVE (5) YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2027 FOR ADULT DETENTION SERVICES; APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0163-22

SPONSOR: Otto Tso

TITLE: An Action Relating to Law and Order, Budget and Finance, and Naabik'iyáti' Committees; Approving and Authorizing a Renewel Contract Between the Navajo Nation and the United States Department of Interior Under 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended), for a Five (5) Year Term for the Period Beginning January 1, 2023 and Ending December 31, 2027 for Adult Detention Services; Approving and Authorizing the Fiscal Year Annual Funding Agreement and Scope of Work for the Period of the Contract Term

Date posted: September 20, 2022 at 2:11PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

**Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586**

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 et. seq.

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0163-22

SPONSOR: Honorable Otto Tso

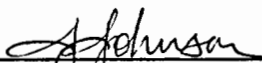
TITLE: An Action Relating to Law and Order, Budget and Finance, and Naabik'iyáti' Committees; Approving and Authorizing a Renewel Contract Between the Navajo Nation and the United States Department of Interior Under 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended), for a Five (5) Year Term for the Period Beginning January 1, 2023 and Ending December 31, 2027 for Adult Detention Services; Approving and Authorizing the Fiscal Year Annual Funding Agreement and Scope of Work for the Period of the Contract Term

Posted: September 20, 2022 at 2:11 PM

5 DAY Comment Period Ended: September 25, 2022

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Comments/Recommendations	<i>None</i>



**Legislative Tracking Secretary
Office of Legislative Services**

September 26, 2022; 8:15 AM
Date/Time

**LAW AND ORDER COMMITTEE
24TH NAVAJO NATION COUNCIL**

FOURTH YEAR 2022

COMMITTEE REPORT

Mr. Speaker,

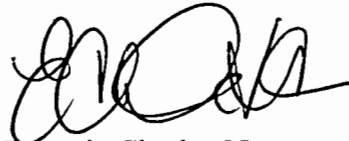
The **LAW AND ORDER COMMITTEE** to whom has been assigned:

Legislation No. 0163-22: An Action Relating to Law and Order, Budget and Finance, and Naabik'iyati' Committees; Approving and Authorizing a Renewel Contract between the Navajo Nation and the United States Department of the Interior Under 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), for a Five (5) Year Term for the period beginning January 1, 2023 and ending December 31, 2027 for Adult Detention Services; Approving and Authorizing the Fiscal Year Annual Funding Agreement and Scope of Work for the period of the Contract Term – *Sponsor: Honorable Otto Tso*

Has had it under consideration and reports the same with the recommendation that it **DO PASS** with no amendment:

And thereafter refer to Budget and Finance Committee.

Respectfully submitted,



Eugenia Charles-Newton, Chairwoman
Law and Order Committee
24th Navajo Nation Council

Date: September 26, 2022

Main Motion:

Motion : Honorable Eugene Tso
Second : Honorable Otto Tso
Vote : 3-0-2

LAW AND ORDER COMMITTEE

**Regular Meeting
September 26, 2022**

Legislation No. 0163-22: An Action Relating to Law and Order, Budget and Finance, and Naabik'iyati' Committees; Approving and Authorizing a Renewel Contract between the Navajo Nation and the United States Department of the Interior Under 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), for a Five (5) Year Term for the period beginning January 1, 2023 and ending December 31, 2027 for Adult Detention Services; Approving and Authorizing the Fiscal Year Annual Funding Agreement and Scope of Work for the period of the Contract Term – *Sponsor: Honorable Otto Tso*

VOTE TALLY SHEET:

Main Motion:

Motion: Honorable Eugene Tso

Second: Honorable Otto Tso

Vote: 3-0-2

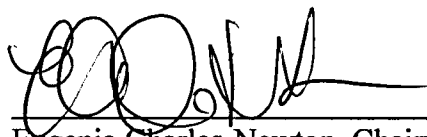
Yea: Honorable Vince James/Honorable Eugene Tso/Honorable Otto Tso

Nay:

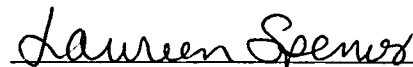
Not Voting: Honorable Eugenia Charles-Newton

Excused: Honorable Edmund Yazzie

Absent: None



Eugenia Charles-Newton, Chairwoman
Law and Order Committee
24th Navajo Nation Council



Laureen Spencer, Legislative Advisor
Office of Legislative Services