



## 23<sup>rd</sup> NAVAJO NATION COUNCIL LEGISLATION SPONSORSHIP WITHDRAWAL

I, Orlando, Primary  
Sponsor of proposed legislation hereby withdraw my  
sponsorship of the proposed legislation. The legislation  
tracking number is 0371-16.

If there are any co-sponsors, they may re-sponsor the same  
bill by beginning a new legislation.

SPONSOR SIGNATURE:

A handwritten signature in blue ink, appearing to be "Orlando", written over a horizontal line.

DATE:

11/07/16

**LEGISLATIVE SUMMARY SHEET**

Tracking No. 0371-16

**DATE:** October 10, 2016

**SUBJECT:** AN ACTION RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 et seq. (P.L. 93-638, AS AMENDED), FOR NAVAJO NATION JUDICIAL BRANCH; APPROVING AND AUTHORIZING THE NAVAJO NATION JUDICIAL BRANCH TRIBAL COURTS FISCAL YEAR 2017 ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

**PURPOSE:** The purpose of this legislation is to approve and authorize a contract between the Navajo Nation and the United States Department of Interior Bureau of Indian Affairs for the Navajo Nation Judicial Branch Tribal Courts.

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

5-DAY BILL HOLD PERIOD: None  
Website Posting Time/Date: 4:54pm 10/23/16  
Posting End Date: 10/23/2016  
Eligible for Action: 10/24/2016

Law & Order Committee

THENCE

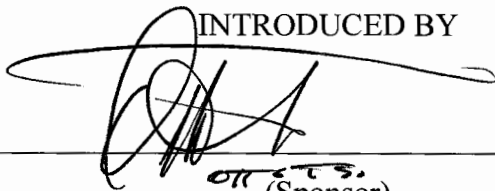
Budget & Finance Committee

THENCE

Naa'bik'íyáti' Committee

PROPOSED STANDING COMMITTEE RESOLUTION  
23<sup>rd</sup> NAVAJO NATION COUNCIL - First Year, 2015

INTRODUCED BY

  
\_\_\_\_\_  
OTTS,  
(Sponsor)

TRACKING NO. 0371-16

AN ACTION

RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND  
NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A  
CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES  
DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS  
AMENDED), FOR NAVAJO NATION JUDICIAL BRANCH; APPROVING AND  
AUTHORIZING THE NAVAJO NATION JUDICIAL BRANCH TRIBAL COURTS  
FISCAL YEAR 2017 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 established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 300.
- B. The Law and Order Committee is the oversight committee for the Judicial Branch of the Navajo Nation. 2 N.N.C. § 600(C)(1).
- C. The Budget and Finance Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 600.

1 D. The Budget and Finance Committee is authorized to approve and accept contracts  
2 from federal authorities upon the recommendation of the standing committee which  
3 has oversight of the program which requested the contract. 2 N.N.C. § 301(B)(15).

4 E. The Naabik'íyáti' Committee is authorized to approve contracts between the Navajo  
5 Nation and the United States Department of Interior for the implementation of the  
6 Indian Self-Determination and Education Assistance Act, 25 U.S.C. §450 *et seq.* (P.  
7 L. 93-638 as amended). 2 N.N.C. §701(A)(12).

8  
9 Section Two. Findings

10 A. The Annual Funding Agreement between the Department of Interior and the Navajo  
11 Nation is self-determination contract under the Indian Self-Determination and  
12 Education Assistance Act is an intergovernmental agreement.

13 B. It is in the best interest of the Navajo Nation to enter into a contract with the United  
14 States Department of Interior Bureau of Indian Affairs for the contract term as set  
15 forth in the documents attached as Exhibit A.

16  
17 Section Three. Approvals

18 A. The Navajo Nation hereby approves and authorizes a contract between the Navajo  
19 Nation and the United States Department of the Interior, Bureau of Indian Affairs,  
20 under 25 U.S.C. § 450 *et seq.* (P.L. 93-638, as amended), as set forth in the  
21 documents attached as Exhibit A.

22 B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement  
23 and Scope of Work for the Navajo Nation Judicial Branch, Tribal Courts for the  
24 contract term as set forth in the documents attached as Exhibit A.

25 C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute  
26 and effectuate the Contract, Annual Funding Agreement and Scope of Work,  
27 provided the terms and conditions in such documents are substantially similar to those  
28 approved by this resolution.





**FISCAL YEAR 2017**  
**ANNUAL FUNDING AGREEMENT**

CONTRACT NO. A12AV00698  
Judicial – Tribal Courts  
(Mature Definite for 01/01/17 to 12/31/21)

**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, 2017 through December 31, 2017

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

## ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of the Interior ("DOI"), pursuant to the agreement between the Navajo Nation and DOI for Judicial-Tribal Courts, 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") Judicial-Tribal Courts identified in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference, in accordance with its own laws and policies and the terms, provisions, and conditions of the Contract and this AFA and any attachments hereto. The program standards, including any provisions of Federal Regulations waived by the Secretary, are identified in Section B of the Contract.
2. The Navajo Nation agrees that any services or assistance provided to Indian beneficiaries under the Contract and this AFA shall be provided in a fair and uniform manner subject to applicable laws and regulations.
3. The Navajo Nation shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe and Indian beneficiaries for all programs to be operated and services to be delivered by the Navajo Nation through the Contract and this AFA on behalf of the DOI, except for "Trust" and executive functions of the BIA considered non-contractible under the ISDEAA, as amended.
4. The BIA shall transfer to the Navajo Nation all such funds and other resources available for the benefit of the Tribe and Indian beneficiaries through the Contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Navajo Nation or as provided herein, in the most

expeditious manner authorized by law.

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

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

**B. PROGRAM FUNDING**

Subject to the availability of Congressional appropriation, DOI shall provide direct program funding for Fiscal Year 2017 in the distribution amount shown on the budget form attached hereto as Attachment B (submitted pursuant to Paragraph F. of this AFA) exclusive of any Central Office or Regional Office shares, direct contract support costs and indirect costs, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. Funding award(s) such as one time funding which require separate expenditure report shall be specified in the 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).

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

**C. TRIBAL SHARES**

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2017 Pub. L. 93-638, as amended, Contracts.

**D. CONTRACT SUPPORT FUNDS**

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

**1. Direct Contract Support Cost (DCSC)**

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

**2. Indirect Costs**

In addition to the amount identified in paragraphs B, C, and D(1) of this AFA, the Navajo Nation shall receive indirect costs applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered



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

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

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

## **E. PRE-AWARD COSTS**

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

## **F. PROGRAM BUDGET**

The budget for the services provided under this AFA reflects the Fiscal Year 2016 recurring enacted amount allocated and is attached hereto as Attachment B. If Congressional appropriation for full year funding is not available at the start of the FY 2017, 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 2016 that is based on Congressional appropriation. The final Fiscal Year 2017 budget shall be based on funds allocated through Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

1. The Navajo Nation shall request prior approval from the Awarding Official for budget revisions whenever:

- a. The budget revision results from changes in the scope of work or stated objective of the program;
- b. The budget revision causes an increase in the amount of indirect cost for the Contract, or;
- c. The budget revision pertains to the addition of items requiring approval of the BIA under the ISDEAA Section 106(k), as amended or 25 CFR §200.420.

2. All other budget revisions do not require BIA approval, including prior year savings attributable to operations of the program.

**G. AVAILABILITY OF FUNDS**

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

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

3. To the extent that any shortfalls exist in funding, direct, contract support or otherwise, owed to the Navajo Nation, the DOI and BIA shall make a good faith effort,

subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress, and simultaneously provide the Navajo Nation with such report.

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

#### **H. APPLICABLE LAW**

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

#### **I. MANAGEMENT SYSTEMS**

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

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

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

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

**1. Accounting/Financial System**

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

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

**2. Personnel Management**

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

**3. Records System**

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



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

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

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

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

**J. EXAMINATION OF RECORDS.**

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

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

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

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

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

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

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

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

7. The Navajo Nation further agrees to include in each of its sub-contracts

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

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

**K. NAVAJO PREFERENCE**

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

**L. REPORTS**

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

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

On contracts that have approved term end dates extended, the Navajo Nation

agrees to, in addition to annual FFR referenced above, submit a final FFR within 120 days after the closure of the contract ending date as extended and shall also be supported by FMIS Job Status Inquiry.

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

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

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

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

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

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



by reference.

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

6. The Annual FFR and Narrative Report submitted by the Nation shall be considered final and not subject to further action by BIA NRO if additional information is not requested by BIA NRO by July 31 of the AFA year.

**M. SINGLE AUDIT REQUIREMENTS**

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

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

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

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

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

- b. Single Audit Report to the Clearinghouse for each funding agency wherein the Report includes a finding related to the funding awarded to the Navajo Nation by such agency.
- c. Two copies of the Single Audit Report to:  
Division of Internal Evaluation and Assessment  
U.S. Department of the Interior  
12220 Sunrise Valley Drive  
Reston, VA 20191  
(709) 390-6357

**N. TECHNICAL ASSISTANCE AND MONITORING**

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in paragraph P, BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include a time frame for completion of the technical assistance.
2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.
3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:
  - a. One annual evaluation (Monitoring Session) by the Awarding Official and AOTR. This visit shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.

b. Additional visits beyond the Monitoring Session shall only occur when requested by the Navajo Nation or when the Awarding Official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of contract payments, or that other serious Contract performance deficiency may exist in accordance with Section B(7)(C) of the Contract. Such visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract.

c. The Monitoring Session shall be conducted pursuant to the Memorandum of Understanding entered into by the Navajo Nation and BIA NRO.

**O. FEDERAL TORT CLAIMS ACT**

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

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

**P. CONTRACT ADMINISTRATION**

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

1. **Federal Contract Administration**

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

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

2. **Tribal Contract Administration**

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

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

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

**Q. SEVERABILITY**

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

**R. EFFECT ON EXISTING RIGHTS**

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




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

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

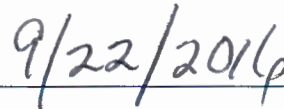
S. **EFFECTIVE DATE**

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2017 through December 31, 2017 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.



Allen Sloan "Acting" Chief Justice

**THE NAVAJO NATION**



Date

\_\_\_\_\_  
Secretary, Department of the Interior,

Or designee

**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Date

**FISCAL YEAR 2017**  
**MODEL 108 CONTRACT**

**CONTRACT NO. A12AV00698**  
**Tribal Courts (Judicial Program)**  
**(Mature Definite 1/1/17 to 12/31/21)**

**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, 2017 through December 31, 2017**

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

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

**A. Authority and Purpose**

**1. Authority**

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

**2. Purpose**

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

**B. Terms, Provisions and Conditions**

**1. Term**

Pursuant to Section 105(c) (I) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j(c) (1) the term of this Contract shall be five years (1/1/17 to 12/31/21).

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

## **2. Effective Date**

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

## **3. Program Standards**

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation law and regulations and the Indian Civil Rights Act. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulations, as well as any updates, used as standards within this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau updates its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

## **4. Funding Amount**

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection F2. Such amount shall not be less than the applicable amount determined pursuant to Section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j-1(a)).



## **5. Limitation of Costs**

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

## **6. Payment**

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

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

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

- (i) In general - Pursuant to Section 108(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference

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

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

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

## **7. Records and Monitoring**

A. In general - Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the recordkeeping system of

the Department of the Interior or the Department of Health and Human Services (or both), records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.

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

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

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

## **8. Property**

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

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

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

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

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

F. Screener Identification Card - A screener identification card (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. 450, et seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

## **12. Disputes**

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

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

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

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

## **13. Administrative Procedures of Contractor**

Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. 1301 et seq.), the laws policies and procedures of the Contractor shall provide for administrative due process (or the

equivalent of administrative due process) with respect to programs, services, functions, and activities that are provided by the Contractor pursuant to this Contract.

#### **14. Successor Annual Funding Agreement**

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

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

#### **15. Contract Requirements, Approval by Secretary**

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

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

- (i) be in writing;
- (ii) identify the interested parties, the authorities of such parties, and purpose of the Contract;

- (iii) state of work to be performed under the Contract; and
- (iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

**C. Obligation of the Contractor**

**1. Contract Performance**

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

**2. Amount of Funds**

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

**3. Contracted Programs**

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

**4. Trust Services for Individual Indians**

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

B. Trust Services to Individual Indians - For the purposes of this paragraph only, the term "trust services for



individual Indians" means only those services that pertain to land or financial management connected to individually held allotments.

**5. Fair and Uniform Services**

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

**D. Obligation of the United States**

**1. Trust Responsibility**

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

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

**2. Good Faith**

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

**3. Programs Retained**

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

assumed by the Contractor in the annual funding agreement under subsection F2.

**E. Other Provisions**

**1. Designated Officials**

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

**2. Contract Modifications or Amendment**

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

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

**3. Officials Not to Benefit**

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

**4. Covenant Against Contingent Fees**

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract

executed pursuant to this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**F. Attachments**

**1. Approval of Contract**

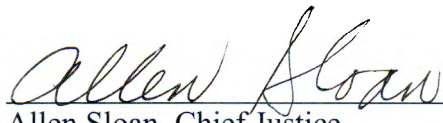
Unless previously furnished to the Secretary, the resolution of the Náabiki'yáti' Committee of the Navajo Nation Council authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Contract as Attachment 1.

**2. Annual Funding Agreement**

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

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provision, including a brief description of the program, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agreed.

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

  
Allen Sloan, Chief Justice  
**THE NAVAJO NATION**

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



## **ATTACHMENT A**

### **Fiscal Year 2017 Scope of Work**

# **THE JUDICIAL BRANCH OF THE NAVAJO NATION**

## **CY 2017 SCOPE OF WORK**

### **A. Program Purpose**

#### **Mission**

The Judicial Branch will provide stability in the Navajo Nation government by providing services through the tribal courts, peacemaking, and probation and parole services to adjudicate cases, resolve disputes, rehabilitate individuals and families, restore harmony, educate the public, agencies, services and other governments in Diné bi beenahaz'áanii, and protect persons and property pursuant to Navajo Nation laws, customs, traditions, and applicable federal laws. Pursuant to Diné bi beenahaz'áanii, the Judicial Branch will carefully develop a justice system that fully embodies the traditional values and processes of the Navajo People.

#### **Vision**

The present Navajo judicial system consists of an adversarial-style tribal court system modeled on the American court system, a peacemaking system modeled on Diné original dispute resolution methods, and Probation and Parole Services. It is our vision that the Judicial Branch will fully embody the values and processes of the Navajo People, including the family and clan-centered Navajo values, so that our justice system as a whole will truly reflect the heart and soul of the Diné. It will be one that the People can recognize as their own and fully participate in the spirit of nabinahaazlaago.

### **B. Scope of Work**

The 2007 Strategic Plan of the Navajo Nation's Judicial Branch outlined 15 specific objectives of the courts and programs for the Judicial Branch. All the below objectives and tasks were included and accepted in CY 2012 AFA. They were likewise appropriately included in the Scope of Work for CY 2013, CY 2014, CY 2015 and CY 2016. For CY 2017, they are again included without change in the scope of work set out below.

1. Ensure the continued provision of efficient, fair and respectful services within the parameters of Title 7 and Title 9 of the Navajo Nation Code;
2. Ensure that the judicial system is in accordance with Diné bi beenahaz'áanii that fully incorporates Navajo values and processes;
3. Actively participate in the development of integrated justice information sharing among Navajo Nation judicial and justice stakeholders;
4. Process and assist with peacemaking cases;

5. Provide rehabilitative and/or restorative justice services in probation and parole cases;
6. Provide case management services to youth that have entered the justice system;
7. Educate and inform the public of judicial court and program services via various measures including the employment of a Judicial Liaison Officer;
8. Create or maintain partnerships with local service providers and other governmental entities;
9. Train personnel to provide effective and continual court services to the public;
10. Ensure safe and adequate court and program facilities;
11. Ensure the public's access to the judicial system;
12. Train and employ bilingual court reporters/transcribers;
13. Fund updates to the Navajo Law Reporter;
14. Continue to train and employ court clerks;
15. Maintain court and program facilities.

In the scope of work, the Judicial Branch has only included its crucial needs of core services, hiring court staff such as court clerks, staff attorneys, court administrators, bailiffs, probation officers, office technicians and traditional program specialist to assist and provide service for judges and the general public because of the limited funds provided by the Bureau of Indian Affairs under the Annual Funding Agreement (AFA).

The task and objectives under AFA, section B, objectives 5, 6, 12, and 13 have never been funded, while objective 15 has not been sufficiently funded and objective 10 was being addressed by BIA under supplemental funding. Many other objectives have been severely underfunded when measured against unmet need.

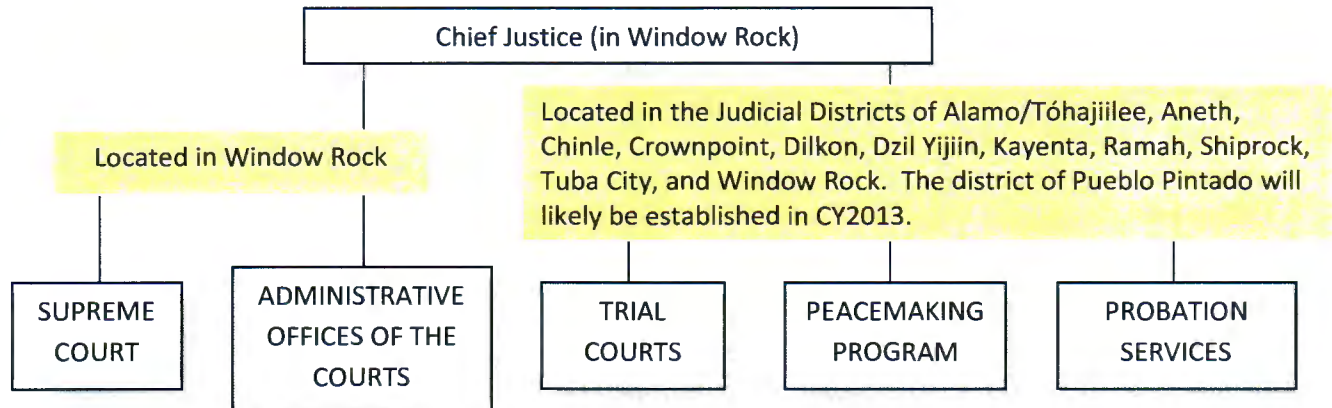
For FY 2017, all of the foregoing tasks and objectives were included with the Scope of Work and will be implemented to the extent of the funds provided under the AFA. This scope of work for CY 2017 includes an additional objective - - the Judicial Branch will plan and implement procedures to encourage greater accountability and transparency in the area of case management and other identified areas of judicial administration within the Branch.

### **C. Operation Guidelines**

The Navajo Nation Judicial Branch is guided in its operations by the laws, procedures, policies, rules and regulations enacted by the Navajo Nation Council and its Committees, adopted by the Judicial Branch, or adopted by the Navajo Nation Peacemaking Program. These include the Fundamental Laws of the Diné, Navajo traditional law, the Navajo Nation Code, applicable federal laws, and the 1968 Indian Civil Rights Act.

#### **D. Organization**

The Judicial Branch of the Navajo Nation is comprised of thirteen (13) Judicial Districts, the Supreme Court of the Navajo Nation, the Administrative Office of the Courts, Probation and Parole Services, and the Peacemaking Program. The Chief Justice of the Navajo Nation administers the Judicial Branch and supervises the work of all justices and judges of the Navajo Nation pursuant to 7 N.N.C. § 371.



#### **E. Performance Measures**

The Judicial Branch of the Navajo Nation establishes performance measurements on an annual basis for each component of the Navajo tribal court services. These measurements gauge the overall progress and accomplishments of the entire court system and are reported quarterly and annually in publications issued by the Judicial Branch.

#### **F. Personnel Policies**

The Employees' Policies and Procedures of the Judicial Branch govern the contract employment positions. The Human Resources office of the Judicial Branch coordinates the class specification and compensation of branch personnel with the Navajo Nation Class Specification and Pay Plan.

#### **G. Plan of Operations**



The plan of operations of the Judicial Branch is codified at 7 N.N.C. §§ 101-424.



## **ATTACHMENT B**

### **Fiscal Year 2017 – Tribal Court Program Budget Summary**

**The Navajo Nation**  
**Summary of Proposed Budget on**  
**FY 2017 P. L. 93-638 BIA Funding**

|                                       |                           |  |   |                      |
|---------------------------------------|---------------------------|--|---|----------------------|
| <b>Part I. - Program Information:</b> |                           |  |   |                      |
| A. Program / Division:                |                           | Judicial Branch - Tribal Courts  |   |                      |
| B. Contract No.:                      |                           | A12AV00698   |   |                      |
| <b>Part II. - Budget Information:</b> |                           |  |   |                      |
| <b>A</b>                              | <b>B</b>                  | <b>C</b>   |   | <b>D</b>             |
| <b>Cost Type</b>                      | <b>Title of Cost Type</b> | <b>Description on the purpose of the budget.</b>   |   | <b>Budget Amount</b> |
| 2001                                  | Personnel Salary          | To fund twenty-eight (28) full time positions.   |   | \$1,036,277.00       |
| 2900                                  | Fringe Benefit            | To provide Fringe Benefits 48.70% for Judicial Branch employees.   |   | \$400,024.00         |
| 3000                                  | Travel                    |  |   |                      |
| 3500                                  | Meeting                   |  |   |                      |
| 4000                                  | Supplies                  |  |   |                      |
| 5000                                  | Lease & Rental            |  |   |                      |
| 5500                                  | Communication & Utilities |  |   |                      |
| 6000                                  | Repairs & Maintenance     |  |   |                      |
| 6500                                  | Contractual Service       |  |   |                      |
| 7000                                  | Special Transactions      |  |   |                      |
| 8000                                  | Assistance                |  |   |                      |
| 9000                                  | Capital Outlay            |  |   |                      |
| 9700                                  | Indirect Cost             |  |   |                      |
| <b>Total Budget</b>                   |                           |  |   | \$1,436,301.00       |
| <b>Part III. - Signatures:</b>        |                           |  |   |                      |
|                                       |                           | <br>Pauline Yazzie, Administrative Service Officer | <br>Allen Sloan, Chief Justice | Date<br>9/22/16      |

## **ATTACHMENT C**

### **Government Performance Result Act (GPRA)**

**The GPRA Reports are not required  
For Judicial Branch – Tribal Courts.**

## **ATTACHMENT D**

### **Program Specific Reporting**

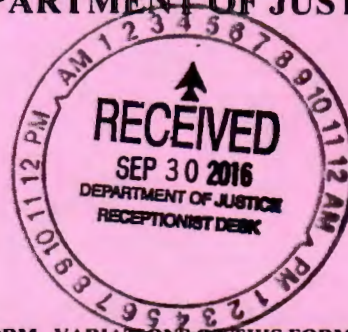
**No Program Specific Reporting is  
Required for Judicial Branch – Tribal Courts.**





# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



|  |
|--|
| DOJ  |
| 09-30-16 4:32pm                                    |
| DATE / TIME  |
| <input checked="" type="checkbox"/> 7 Day Deadline |
| DOC #: 006789                                      |
| SAS #:   |
| UNIT: H59w   |

☐ RESUBMITTAL

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

### CLIENT TO COMPLETE

DATE OF REQUEST: 9-30-16 ENTITY/DIVISION: Judicial Branch  
CONTACT NAME: Robert or Edward DEPARTMENT: AOC  
PHONE NUMBER: 877-6762 E-MAIL:

TITLE OF DOCUMENT: FY'2017 SAFA Proposal - Tribal Courts - Doc# 6789

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 10/3 @ 8:10 REVIEWING ATTORNEY/ADVOCATE: MIB

DATE/TIME OUT OF UNIT: 10/5/16 @ 4:16

### DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient.

| REVIEWED BY: (PRINT) | DATE / TIME     | SURNAMED BY: (PRINT) | DATE / TIME    |
|----------------------|-----------------|----------------------|----------------|
| Michelle Begay       | 10/5/16 2:30 pm | Vernica Blackhart    | 10/5/16 4:03pm |

DOJ Secretary Called: Pauline for Document Pick Up on 10/5/16 at 4:16 By: am

PICKED UP BY: (PRINT) DATE / TIME:

Document No. 006789Date Issued: 09/22/2016**SECTION 164 REVIEW FORM**Title of Document: FY'2017 SAFA PROPOSAL TRIBAL COURTS Contact Name: SAM, ROBERTAProgram/Division: JUDICIAL BRANCHEmail: robertasam@navajo-nsn.gov Phone Number: (928) 871-7025

Division Director Approval for 164A: \_\_\_\_\_

**Check document category; only submit to category reviewers. Each reviewer has a maximum 7 working days,** except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

**Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council**

| <input type="checkbox"/> | Statement of Policy or Positive Law:  |             | Sufficient               | Insufficient             |
|--------------------------|---|-------------|--------------------------|--------------------------|
|                          | 1. OAG: _____   | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds) |             |                          |                          |
|                          | 1. OMB: _____   | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
|                          | 2. OOC: _____   | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
|                          | 3. OAG: _____   | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

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

|                                     |   |                        |                                     |                                     |
|-------------------------------------|---|------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | Grant/Funding Agreement or amendment:   |                        |                                     |                                     |
|                                     | 1. Division: <u>Albert S. [Signature]</u>   | Date: <u>9/22/2016</u> | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                     | 2. OMB: <u>Michelle S. [Signature]</u>  | Date: <u>9/23/16</u>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|                                     | 3. OOC: <u>changes made</u> <u>Shirley Anne Rydali</u>                              | Date: <u>09/28/16</u>  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|                                     | 4. OAG: <u>[Signature]</u>  | Date: <u>10/5/16</u>   | <input checked="" 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: <u>9/30</u>      | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                     | 4. OAG: _____   | Date: _____            | <input type="checkbox"/>            | <input type="checkbox"/>            |



Document No. 006807Date Issued: 09/27/2016**SECTION 164 REVIEW FORM**Title of Document: FY 2017 Contract Renewal P.L. 93-638 BIA Contact Name: SAM, ROBERTAProgram/Division: JUDICIAL BRANCHEmail: robertasam@navajo-nsn.gov Phone Number: (928) 871-6762Division Director Approval for 164A: Surnamed by Chief Justice on 9/22/16

**Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days,**  
except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are  
sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

**Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council**

| <input type="checkbox"/>            | Statement of Policy or Positive Law:   |                                |             | Sufficient               | Insufficient             |
|-------------------------------------|--|--------------------------------|-------------|--------------------------|--------------------------|
|                                     | 1. OAG:  | _____                          | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)</b> |                                |             |                          |                          |
|                                     | 1. OMB:  | <u>Surnamed by OMB 9/23/16</u> | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
|                                     | 2. OOC:  | _____                          | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
|                                     | 3. OAG:  | _____                          | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

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

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



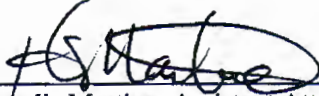
**NAVAJO NATION DEPARTMENT OF JUSTICE**  
**OFFICE OF THE ATTORNEY GENERAL**

ETHEL B. BRANCH  
ATTORNEY GENERAL

RODGERICK BEGAY  
ACTING DEPUTY ATTORNEY GENERAL

**MEMORANDUM**

TO: ALL CONCERNED

FROM:   
Kandis Martine, Assistant Attorney General  
Human Services & Government Unit  
Office of the Attorney General


DATE: April 11, 2016

SUBJECT: **Standing Delegation of Authority**

Please be advised that the personnel listed below, in order of succession, are delegated authority to act in the capacity of the Assistant Attorney General, Human Services and Government Unit, during my absence from time to time because of travel or leave, from the office. Also, the personnel listed below, in order of succession, will have surname authority for Unit matters during my absence.

This authorized delegation will include all routine duties of the Assistant Attorney General, Human Services & Government Unit. Any matters regarding personnel issues will be held for my review/decision upon my return to the office. This Standing Delegation of Authority supersedes all previous Unit delegations. Thank you for your cooperation.


**ADMINISTRATIVE REVIEW:**

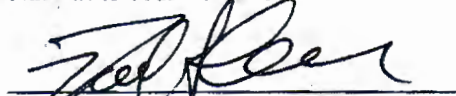
  
Regina Holyan, Principal Attorney  
Human Services & Gov't Unit

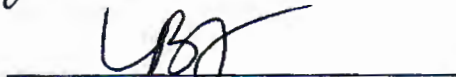
  
Michelle Begay, Attorney  
Human Services & Gov't Unit

  
Christine Schwamberger, Attorney  
Human Services & Gov't Unit

**SURNAME AUTHORITY:**

  
Veronica Blackhat, Ass't Attorney General  
Natural Resources Unit

  
Pam Spruhan, Ass't Attorney General  
Litigation & Employment Unit

  
LaTonia Becenti-Johnson, Acting Assistant  
Attorney General  
Economic & Community Development Unit



**Judicial Branch of the Navajo Nation**  
**Administrative Office of the Courts**

P.O. Box 520 ♦ Window Rock, Arizona 86515

Telephone 928-871-6762 ♦ Fax 928-871-6761



Allen Sloan  
*Chief Justice of the Navajo Nation*

Vacant  
*Administrative Director of the Courts*

September 27, 2016

MEMORANDUM

TO: 164 Reviewers *M. Yazzie*

THRU: Pauline Yazzie, Administrative Service Officer  
Judicial Branch Administration

FROM: *R. Sam*  
Robert Sam, Budget Analyst  
Judicial Branch Fiscal Office

SUBJECT: Document No. 006789 – Funding Proposal for FY 2017 BIA Funds by Tribal Courts

Pursuant to memo dated September 23, 2016, the funding proposal for FY 2017 BIA Tribal Courts was reviewed by Cordell Shortey, Contracting Officer and was surnamed as insufficient. The following issues were cited and we are addressing these issues as:

- 1) 164 Review form is being processed incorrectly. Since 2017 BIA proposal is a renewal contract, Tribal Resolution will be needed and 164 (A) needs to be followed before Navajo Nation President Signature.
  - Judicial Branch is initiating a tribal resolution for the annual funding agreement. Pursuant to Title 2, Section 222 (B) The Chief Justice of the Navajo Nation or their designee shall execute contracts or agreements pertaining to the Judicial Branch. Document No. 6807 is attached as the 164 (A) surnamed by the Chief Justice for Division Director on 9/22/16 and OMB on 9/23/16.
- 2) The Model 108 is inaccurate and states Higher Education's information in areas that need to be changed to Tribal Courts information.
  - The program name was changed to Judicial Branch – Tribal Courts.
- 3) Scope of Work provided by the program does not include Department of Justice (DOJ) Request for Proposal or redline by DOJ if changes or corrections were made.
  - The draft FY17 SOW was emailed to Michelle Begay, Attorney, DOJ on July 23, 2016 by Edward B. Martin, Acting Director of the Courts, with minor changes. On August 23, 2016, Mr. Martin requested a status report on the draft SOW. On September 12, 2016, Michelle Begay informed our office that Judicial has litigation pending against BIA and suggested that we might need to

use the same SOW from FY2016 for FY2017. We have complied and are submitting the FY16 SOW as the FY17 SOW. On 9/26/2016, Michelle Begay stated that she had reviewed the FY17 SOW and determined it to be legally sufficient. (see attached copies of emails)

Your approval is appreciated. If you should have any questions or need additional information, please call me at 7025.

Attachments: Document No. 6789/6807 -Funding Proposal for FY 2017 BIA Funds

# JUDICIAL BRANCH OF THE NAVAJO NATION

**ALLEN SLOAN**

*Acting Chief Justice of the Navajo Nation*

**ELEANOR SHIRLEY**

*Associate Justice, Navajo Supreme Court*



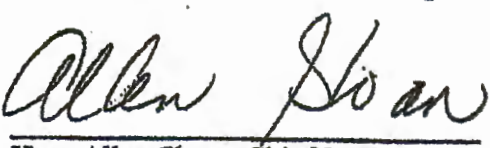
## Supreme Court

P.O. Box 520 ♦ Window Rock, Arizona 86515  
Telephone 928-871-7669 ♦ Fax 928-871-6866

### MEMORANDUM

**Date:** August 30, 2016

**To:** All Judicial Branch Districts/Programs/Supreme Court/AOC

**From:**   
Hon. Allen Sloan, Chief Justice  
Judicial Branch of the Navajo Nation

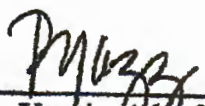
**Subject:** FY 2016 Delegation of Signatory Authority

Delegation of authority is hereby given to Pauline Yazzie, Administrative Service Officer. Delegation is limited to tending to routine administrative matters and overseeing the daily operations of the Administrative Office of the Courts and signatory authority on documents relevant to the administration and financial transactions of the Judicial Branch that require immediate attention.

Ms. Yazzie is to consult with the appropriate executive staff on non-routine administrative matters before taking action. All Human Resources and Financial Services matters remain with the respective director/manager.

This standing order of delegation becomes effective immediately and remain in effect through the remainder of Fiscal Year 2016 (August 29, 2016 to September 30, 2016).

CONCURRED:

  
Pauline Yazzie, Adm. Serv. Officer

8/30/16  
Date

xc: NN Division of Finance  
Chrono File



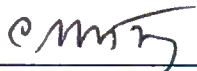
# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

September 23, 2016

## MEMORANDUM

TO : E. O. 07-3013 Document Reviewers

FROM :   
Cordell Shortey, Contracting Officer  
Contracts & Grants Section / OMB

SUBJECT : Document no. 006789– Funding Proposal for FY 2017 BIA Funds by Tribal Courts

The attached subject document was surnamed insufficient due to the following issues. The review by CGS was based on Instruction on Development of Funding Proposals for FY 2017 BIA Funds that was emailed to Program Managers / Division Directors on July 27, 2016.

- A. 164 Review form is being processed incorrectly. Since 2017 BIA proposal is a renewal contract, Tribal Resolution will be needed and 164 (A) needs to be followed before Navajo Nation President Signature.
- B. The Model 108 is inaccurate and states Higher Education's information in areas that need to be changed to Tribal Courts information.
- C. Scope of Work provided by the program does not include Department of Justice (DOJ) Request for Proposal or redline by DOJ if changes or corrections were made.

The Sponsor needs to resolve these deficiency before the funding proposal is signed by President Begaye.

Contact our office at 871-6033 if you have questions.

Attachment

Cc : file



SEP 22 2016

# Contracts and Grants Section - OMB

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

Office of Management & Budget  
The Navajo Nation Window Rock, Arizona

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

**1 Information on Program - Sponsor:**A. **Judicial Branch - Tribal Courts**

Program / Division

B. **Pauline Yazzie 871.6762**

Program Manager / Phone No.

**2 Information on SAS & Contract:**

SAS No.

Application

Award

Modification No.

**Per Original Annual Funding**

A. Budget Amount (Bdgt Amt)

1,436,301.00

Amount +/-:

0

B. Term-Bdgt..Begin - End Date

1/1/2017

Term:

C. Term-Contr..Begin - End Date

12/31/2017

Date..From - To

D. FY Funding

2017

Other:

E. Funding Agency &amp; CFDA No.

P.L. 93-638 15.029

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

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

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

A. Memo on action required.....

B. Fund Agency - Documents

NOFA / NOGA / LETTER.....

Application, describe.....

Contract/Agreement.....

FY'2017 SAFA PROPOSAL TRIBAL COURTS

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

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

Scope Wk/ Budget Forms.....

FY'2017 SOW/FY'2017 Budget Summary

Req. Rpts / Spec. Cond. - §/¶:

Freq / Type-progr., 269.

Period End

Due Date

§ 4.

¶ 7.

C. NN BIPM

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

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

D. Other - specify.....

\*\* Attach citation of funding agency rule.

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

Program Mgr - Signature / Date

**For Contracts and Grants Section Use****5 Assigned FMIS Nos.:**

Co. # K#

**OMB Tracking No.**

Comments:

**6 Signature - Review / Acceptance:**

Contract Analyst / Date

Contracting Officer / Date

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



# THE NAVAJO NATION

RUSSELL BEGAYE **PRESIDENT**  
JONATHAN NEZ **VICE PRESIDENT**

January 18, 2016

## MEMORANDUM

TO : All Concerned

FROM :   
Cordell Shortey, Contracting Officer  
Contracts and Grants Section (CGS)  
Office of Management and Budget (OMB)

SUBJECT: Authority as Contracting Officer of CGS / OMB

Effective immediately, as the Deputy Contracting Officer, Ms. Christine M. Chavez, will automatically assume the authority to act in the capacity of the Contracting Officer of CGS/OMB when I am out of the office attending meeting, on travel or on leave of absence.

The authority shall include all responsibilities of the Contracting Officer. Any matter that is significantly questionable shall be held for my review upon returning to the office.

Thank you for your cooperation with Ms. Chavez. Contact our office at 928-871-6033 if you have question.

### Distribution

Cc: File  
Christine M. Chavez, Deputy Contracting Officer



## Roberta Sam

---

**From:** Michelle Begay <mbegay@nndoj.org>  
**Sent:** Monday, September 26, 2016 1:56 PM  
**To:** Roberta Sam  
**Subject:** RE: Tribal Courts  
**Attachments:** FY2017 SOW Tribal Courts with DOJ comments.docx

Hi Roberta,

I have just reviewed the SOW that you sent to me. There are a couple of comments and changes I have but otherwise it is legally sufficient. You can forward this email to OMB if you would like them to change the sufficiency but that is not necessary. You need to make sure to move the document packet to the next office which is the Office of the Controller so hopefully the entire review can be completed by the end of this week.

You are correct that the Chief Justice usually signs documents for the Judicial Branch. However, in this case, the 164 Review is required for the 638 contracting between the Navajo Nation and the BIA. Therefore, documents are reviewed by Executive Branch offices and the end documents are signed by the President. I believe this has been the case every year.

I also emailed you last week about the resolution that you would need to get. This should be done once the 164 review is complete.

Please let me know if you have any other questions.

Michelle Begay, Staff Attorney  
Human Services and Government Unit  
Navajo Nation Department of Justice  
P.O. Box 2010  
Window Rock, Navajo Nation (Arizona) 86515  
Phone 928.871.6275  
Fax 928.871.6177

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**From:** Roberta Sam [mailto:robertasam@navajo-nsn.gov]  
**Sent:** Monday, September 26, 2016 12:10 PM  
**To:** Michelle Begay  
**Subject:** Tribal Courts

Hi Michelle,

I am requesting your assistance with the attached FY'2017 SOW. The only changes I made was "2016" to "2017". Please see the memo issued by Cordell Shortey, OMB Contracting Officer. I know Mr. Martin had emailed you the FY'17 SOW and that the RFS sheet was not filled out or that there is no

## THE JUDICIAL BRANCH OF THE NAVAJO NATION

### CY 2017 SCOPE OF WORK

#### A. Program Purpose

##### **Mission**

The Judicial Branch will provide stability in the Navajo Nation government by providing services through the tribal courts, peacemaking, and probation and parole services to adjudicate cases, resolve disputes, rehabilitate individuals and families, restore harmony, educate the public, agencies, services and other governments in Diné bi beenahaz'áanii, and protect persons and property pursuant to Navajo Nation laws, customs, traditions, and applicable federal laws. Pursuant to Diné bi beenahaz'áanii, the Judicial Branch will carefully develop a justice system that fully embodies the traditional values and processes of the Navajo People.

##### **Vision**

The present Navajo judicial system consists of an adversarial-style tribal court system modeled on the American court system, a peacemaking system modeled on Diné original dispute resolution methods, and Probation and Parole Services. It is our vision that the Judicial Branch will fully embody the values and processes of the Navajo People, including the family and clan-centered Navajo values, so that our justice system as a whole will truly reflect the heart and soul of the Diné. It will be one that the People can recognize as their own and fully participate in the spirit of nabinahaazlaago.

#### B. Scope of Work

The 2007 Strategic Plan of the Navajo Nation's Judicial Branch outlined 15 specific objectives of the courts and programs for the Judicial Branch. All the below objectives and tasks were included and accepted in CY 2012 AFA. They were likewise appropriately included in the Scope of Work for CY 2013, ~~and~~ CY 2014, ~~and~~ CY 2015 ~~and~~ CY 2016. For CY ~~2016~~2017, they are again included without change in the scope of work set out below.

1. Ensure the continued provision of efficient, fair and respectful services within the parameters of Title 7 and Title 9 of the Navajo Nation Code;
2. Ensure that the judicial system is in accordance with Diné bi beenahaz'áanii that fully incorporates Navajo values and processes;
3. Actively participate in the development of integrated justice information sharing among Navajo Nation judicial and justice stakeholders;
4. Process and assist with peacemaking cases;



5. Provide rehabilitative and/or restorative justice services in probation and parole cases;
6. Provide case management services to youth that have entered the justice system;
7. Educate and inform the public of judicial court and program services via various measures including the employment of a Judicial Liaison Officer;
8. Create or maintain partnerships with local service providers and other governmental entities;
9. Train personnel to provide effective and continual court services to the public;
10. Ensure safe and adequate court and program facilities;
11. Ensure the public's access to the judicial system;
12. Train and employ bilingual court reporters/transcribers;
13. Fund updates to the Navajo Law Reporter;
14. Continue to train and employ court clerks;
15. Maintain court and program facilities.

In the scope of work, the Judicial Branch has only included its crucial needs of core services, hiring court staff such as court clerks, staff attorneys, court administrators, bailiffs, probation officers, office technicians and traditional program specialist to assist and provide service for judges and the general public because of the limited funds provided by the Bureau of Indian Affairs under the Annual Funding Agreement (AFA).

The task and objectives under AFA, section B, objectives 5, 6, 12, and 13 have never been funded, while objective 15 has not been sufficiently funded and objective 10 was being addressed by BIA under supplemental funding. Many other objectives have been severely underfunded when measured against unmet need.

For FY 2016, all of the foregoing tasks and objectives were included with the Scope of Work and will be implemented to the extent of the funds provided under the AFA. This scope of work for CY 2016 includes an additional objective - - the Judicial Branch will plan and implement procedures to encourage greater accountability and transparency in the area of case management and other identified areas of judicial administration within the Branch.

Commented [MB1]: Is this supposed to be 2017?

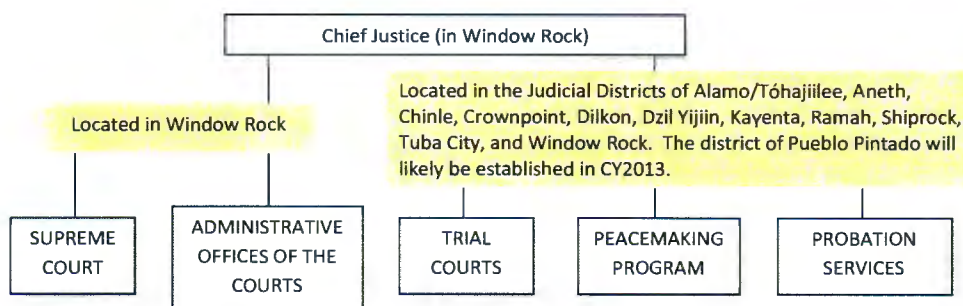
Commented [MB2]: Is this supposed to be 2017?

### **C. Operation Guidelines**

The Navajo Nation Judicial Branch is guided in its operations by the laws, procedures, policies, rules and regulations enacted by the Navajo Nation Council and its Committees, adopted by the Judicial Branch, or adopted by the Navajo Nation Peacemaking Program. These include the Fundamental Laws of the Diné, Navajo traditional law, the Navajo Nation Code, applicable federal laws, and the 1968 Indian Civil Rights Act.

#### **D. Organization**

The Judicial Branch of the Navajo Nation is comprised of thirteen (13) Judicial Districts, the Supreme Court of the Navajo Nation, the Administrative Office of the Courts, Probation and Parole Services, and the Peacemaking Program. The Chief Justice of the Navajo Nation administers the Judicial Branch and supervises the work of all justices and judges of the Navajo Nation pursuant to 7 N.N.C. § 371.



#### **E. Performance Measures**

The Judicial Branch of the Navajo Nation establishes performance measurements on an annual basis for each component of the Navajo tribal court services. These measurements gauge the overall progress and accomplishments of the entire court system and are reported quarterly and annually in publications issued by the Judicial Branch.

#### **F. Personnel Policies**

The Employees' Policies and Procedures of the Judicial Branch govern the contract employment positions. The Human Resources office of the Judicial Branch coordinates the class specification and compensation of branch personnel with the Navajo Nation Class Specification and Pay Plan.

#### **G. Plan of Operations**

The plan of operations of the Judicial Branch is codified at 7 N.N.C. §§ 101-424.

## Edward Martin

---

**From:** Michelle Begay <mbegay@nndoj.org>  
**Sent:** Monday, September 12, 2016 4:37 PM  
**To:** Roberta Sam; Veronica Blackhat  
**Cc:** Gwen Williams (gwilliams@omb.navajo-nsn.gov); Edward Martin  
**Subject:** RE: Judicial Branch FY'2017 SOW

Good afternoon Roberta,

I had advised Mr. Martin on August 26 that the Judicial Branch should consider using the same scope of work as previously advised. Mr. Martin said he would discuss it with Chief Justice Sloan. I have not heard any status update since then. (I am not sure if the proposed scope of work that had been submitted is the same as the one the Branch was previously advised to submit.)

As I understand it, the Judicial Branch is still in litigation with BIA because the Navajo Nation is appealing the D.C. District Court's ruling.

Michelle Begay, Staff Attorney  
Human Services and Government Unit  
Navajo Nation Department of Justice  
P.O. Box 2010  
Window Rock, Navajo Nation (Arizona) 86515  
Phone 928.871.6275  
Fax 928.871.6177

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**From:** Roberta Sam [mailto:robertasam@navajo-nsn.gov]  
**Sent:** Monday, September 12, 2016 10:41 AM  
**To:** Veronica Blackhat; Michelle Begay  
**Cc:** Gwen Williams (gwilliams@omb.navajo-nsn.gov); Edward Martin  
**Subject:** Judicial Branch FY'2017 SOW

Good Morning Veronica and Michelle,

I am following up the status of review of the FY'2017 SOW for Judicial Branch. The AFA packet needs to go through the 164 review process before the end of the September. Mr. Ed Martin emailed your office on August 23, 2016 requesting the status of the review.

Also is Judicial Branch still in the litigation with BIA – see attached. Please let me know.

Thank you,

Roberta  
Judicial Administration  
Tele.: 871.7025  
[robertasam@navajo-nsn.gov](mailto:robertasam@navajo-nsn.gov)

## Roberta Sam

---

**From:** Edward Martin  
**Sent:** Monday, August 29, 2016 6:16 AM  
**To:** PaulineYazzie; Roberta Sam  
**Subject:** FW: FY 2017 Judicial Branch 638 SOW

No objections to keeping the 2016 SOW since the Judicial Branch is currently in litigation. EBMartin

---

**From:** Michelle Begay  
**Sent:** Friday, August 26, 2016 3:49 PM  
**To:** Edward Martin; Gwen Williams; Roberta Sam; PaulineYazzie  
**Cc:** Allen Sloan; mbegay@nndoj.org  
**Subject:** RE: FY 2017 Judicial Branch 638 SOW

Mr. Martin,

I do not check this email often. Please email me at mbegay@nndoj.org as that is the email address we have been directed to use for Navajo Nation business.

I forwarded the scope of work you emailed to Veronica Blackhat because I understand that the Judicial Branch is currently in litigation regarding its previous 638 contracts with the BIA. It is my understanding that the Judicial Branch was previously advised not to change its scope of work due to the on-going litigation.

Therefore, it may be in the best interest of the Judicial Branch to use the same scope of work used in the past couple of years.

Michelle

---

**From:** Edward Martin  
**Sent:** Tuesday, August 23, 2016 9:10 AM  
**To:** Michelle Begay; Gwen Williams; Roberta Sam; PaulineYazzie  
**Cc:** Allen Sloan  
**Subject:** FY 2017 Judicial Branch 638 SOW

Michelle" Please advise status of review and let me know. Thanks. EBMartin



## Edward Martin

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**From:** Gwen Williams <gwilliams@omb.navajo-nsn.gov>  
**Sent:** Monday, July 25, 2016 8:57 AM  
**To:** Edward Martin  
**Cc:** Allen Sloan; Roberta Sam; ed1949martin@yahoo.com; Cordell Shortey; Germaine Jones  
**Subject:** RE: CY 2017 Scope of work

Thank you Mr. Martin.  
Gwen Williams, SCA

**From:** Edward Martin [mailto:EdMartin@navajo-nsn.gov]  
**Sent:** Saturday, July 23, 2016 12:11 PM  
**To:** Michelle Begay <michellebegay@navajo-nsn.gov>; Gwen Williams <gwilliams@omb.navajo-nsn.gov>  
**Cc:** Allen Sloan <AllenSloan@navajo-nsn.gov>; Roberta Sam <robertasam@navajo-nsn.gov>; ed1949martin@yahoo.com  
**Subject:** CY 2017 Scope of work

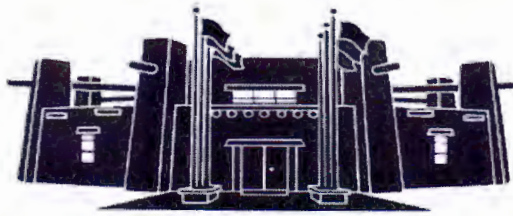
Here is the draft scope of work for the Judicial Branch. EBMartin

## Edward Martin

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**From:** Edward Martin  
**Sent:** Saturday, July 23, 2016 12:11 PM  
**To:** Michelle Begay; 'Gwen Williams'  
**Cc:** Allen Sloan; Roberta Sam; 'ed1949martin@yahoo.com'  
**Subject:** CY 2017 Scope of work  
**Attachments:** JB SOW 2017 Rev7.22.2016.docx

Here is the draft scope of work for the Judicial Branch. EBMartin



## MEMORANDUM

TO: Honorable Otto Tso  
The 23<sup>rd</sup> Navajo Nation Council

FROM: K.A. Lowell  
Kristen A. Lowell, Attorney  
Office of Legislative Counsel

DATE: October 10, 2016

**SUBJECT: AN ACTION RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS AMENDED), FOR NAVAJO NATION JUDICIAL BRANCH; APPROVING AND AUTHORIZING THE NAVAJO NATION JUDICIAL BRANCH TRIBAL COURTS FISCAL YEAR 2017 ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM**

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on a review of the existing law and the documents submitted, the legislation is legally sufficient.

The resolution as drafted is legally sufficient; however, as with any action of government it may be subject to review by the courts in the event of proper challenge. **Please ensure that this particular resolution is precisely what you want.** You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

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).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: \_0371-16\_\_\_\_\_ SPONSOR: Otto Tso

**TITLE: An Action Relating To Law And Order, Budget And Finance And Naabik'iyati' Committees; Approving And Authorizing A Contract Between The Navajo Nation And The United States Department Of The Interior Under 25 U.S.C. 450 Et Seq. (P.L. 93-638, As Amended), For Navajo Nation Judicial Branch; Approving And Authorizing The Navajo Nation Judicial Branch Tribal Courts Fiscal Year 2017 Annual Funding Agreement And Scope Of Work For The Period Of The Contract Term**

**Date posted: October 18, 2016 at 4:54pm**

**Digital comments may be e-mailed to [comments@navajo-nsn.gov](mailto: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) 871-7590**

**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.: 0371-16

SPONSOR: Honorable Otto Tso

**TITLE: An Action Relating To Law And Order, Budget And Finance And Naabik'iyáti' Committees; Approving And Authorizing A Contract Between The Navajo Nation And The United States Department Of The Interior Under 25 U.S.C. 450 Et Seq. (P.L. 93-638, As Amended), For Navajo Nation Judicial Branch; Approving And Authorizing The Navajo Nation Judicial Branch Tribal Courts Fiscal Year 2017 Annual Funding Agreement And Scope Of Work For The Period Of The Contract Term**

Posted: October 18, 2016 at 4:54 PM

5 DAY Comment Period Ended: October 23, 2016

Digital Comments received:

|                     |             |
|---------------------|-------------|
| Comments Supporting | <i>None</i> |
| Comments Opposing   | <i>None</i> |
| Inclusive Comments  | <i>None</i> |



Policy Analyst  
Office of Legislative Services

10/24/16 8:54am  
Date/Time

LAW AND ORDER COMMITTEE  
23<sup>RD</sup> NAVAJO NATION COUNCIL

SECOND YEAR 2016

COMMITTEE REPORT

Mr. Speaker,

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

**Legislation No. 0371-16:** An Action Relating to Law and Order Committee, Budget and Finance, and Naabik'iyati' Committees; Approving and Authorizing a Contract between the Navajo Nation and the United States Department of the Interior Under 25 U.S.C. § 450 *et seq.* (P.L. 93-638, as Amended), for Navajo Nation Judicial Branch; Approving and Authorizing the Navajo Nation Judicial Branch Tribal Courts Fiscal Year 2017 Annual Funding Agreement and Scope of Work for the Period of the Contract Term – Sponsor: Hon. Otto Tso

Has had it under consideration and reports the same with the recommendation that it **DO PASS** with one amendment:

On page 1, line 15, after the comma add:

for a Term of Five Years from January 1, 2017 through December 31, 2021

On page 2, line 11, after is add: a

On page 2, line 12, after Act add: and as such.

One page 2, line 20, after the comma add: for a five year period beginning January 1, 2017 and ending December 31, 2021.

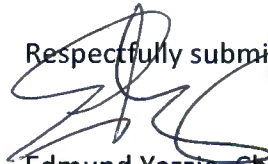
On page 2, line 25, delete ~~President~~ and replace with: Chief Justice

The new EXHIBIT A will replace the current EXHIBIT A

The new EXHIBIT B with a new total of \$17,005,000.00, will replace the current EXHIBIT B

And thereafter referred to Budget and Finance Committee

Respectfully submitted,



Edmund Yazzie, Chairperson  
Law and Order Committee  
23<sup>rd</sup> Navajo Nation Council

Date: October 31, 2016

Amendment No. 1:

Motion: Hon. Otto Tso

Second: Hon. Herman Daniels, Jr.

Vote: 2-1

Main Motion: Honorable Herman Daniels, Jr.

Second : Honorable Otto Tso

Vote : 2-1 (Chairperson not voting)

**FISCAL YEAR 2017**  
**ANNUAL FUNDING AGREEMENT**

Judicial – Tribal Courts  
(Mature Definite for 01/01/2017 to 12/31/2021)

**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, 2017 through December 31, 2017**

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

**The Navajo Nation**  
**Summary of Proposed Budget on**  
**FY 2017 P. L. 93-638 BIA Funding**

| <b>Part I. - Program Information:</b>   |                           |   |                 |
|---|---------------------------|---|-----------------|
| A. Program / Division:  |                           | Judicial Branch - Tribal Courts   |                 |
| B. Contract No.:  |                           | A12AV00698  |                 |
| <b>Part II. - Budget Information:</b>   |                           |   |                 |
| A   | B                         | C   | D               |
| Cost Type   | Title of Cost Type        | Description on the purpose of the budget.   | Budget Amount   |
| 2001  | Personnel Salary          | To fund 235 full time positions for 17 business units.  | \$9,412,790.00  |
| 2900  | Fringe Benefit            | To provide Fringe Benefits 48.70% for Judicial Branch employees.  | \$4,637,590.00  |
| 3000  | Travel                    | To provide for fleet, per diem meals, lodging, and mileage for court related travel.                              | \$550,000.00    |
| 3500  | Meeting                   | To pay for peacemaking sessions and related expenses.   | \$125,000.00    |
| 4000  | Supplies                  | To purchase office/operating, postage, printing, custodial, and photocopying.                                     | \$450,000.00    |
| 5000  | Lease & Rental            | To provide building, office, media, postage meter equipment lease/rental for program use.                         | \$350,000.00    |
| 5500  | Communication & Utilities | To provide telephone and internet connectivity.   | \$250,000.00    |
| 6000  | Repairs & Maintenance     | To provide repairs and maintenance of office equipment and computer IT hardware.                                  | \$949,620.00    |
| 6500  | Contractual Service       | To provide for transcription/interpretation services.   | \$50,000.00     |
| 7000  | Special Transactions      | To provide training needs for the court personnel, advertising and insurance premiums.                            | \$230,000.00    |
| 8000  | Assistance                |   |                 |
| 9000  | Capital Outlay            |   |                 |
| 9700  | Indirect Cost             |   | TBD             |
| <b>Total Budget</b>   |                           |   | \$17,005,000.00 |
| <b>Part III. - Signatures:</b>  |                           |   |                 |
| <br>Pauline Yazzie, Administrative Service Officer |                           | <br>Allen Sloan, Chief Justice |                 |
|   |                           | Date <u>10/21/16</u>  |                 |