

LEGISLATIVE SUMMARY SHEET

Tracking No. 0331-19

DATE: November 4, 2019

TITLE OF RESOLUTION: A PROPOSED NAVAJO NATION STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE AND NAABIK'ÍYÁTI' COMMITTEE; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS AMENDED), FOR A FIVE YEAR TERM FOR THE WATER MONITORING AND INVENTORY PROGRAM; APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

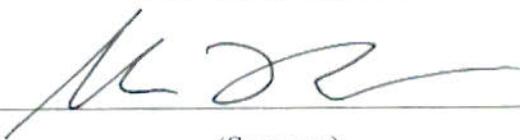
PURPOSE: This resolution, if approved, will approve and authorize a contract between the Navajo Nation and the United States Department of the Interior under 25 U.S.C. § 450 *et seq.* (P.L. 93-638, as amended), for a five year term for the Water Monitoring and Inventory Program and the Annual Funding Agreement and Scope of Work for the Water Monitoring and Inventory Program for the contract term indicated.

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

5-DAY BILL HOLD PERIOD: 288
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1 PROPOSED STANDING COMMITTEE RESOLUTION
2 24th NAVAJO NATION COUNCIL – First Year, 2019

3 INTRODUCED BY

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5 _____
6 (Sponsor)

7
8 TRACKING NO. D331-19

9
10 AN ACTION

11 RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE AND
12 NAABIK'ÍYÁTI' COMMITTEE; APPROVING AND AUTHORIZING A CONTRACT
13 BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT
14 OF THE INTERIOR UNDER 25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS AMENDED),
15 FOR A FIVE YEAR TERM FOR THE WATER MONITORING AND INVENTORY
16 PROGRAM; APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL
17 FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE
18 CONTRACT TERM

19
20 BE IT ENACTED:

21
22 Section One. Authorities

- 23 A. The Resources and Development Committee is the oversight committee for the
24 Division of Natural Resources, Department of Water Resources. 2 N.N.C.
25 §501(C)(1).
26 B. The Naabik'iyáti' Committee is authorized to approve contracts between the Navajo
27 Nation and the United States Department of Interior for the implementation of the
28 Indian Self-Determination and Education Assistance Act, 25 U.S.C. §450 *et seq.* (P.
29 L. 93-638 as amended). 2 N.N.C. §701(A)(12).
30

1 Section Two. Findings

- 2 A. The Indian Self-Determination and Education Assistance Act, 25 U.S.C. §450 *et seq.*
3 (P. L. 93-638 as amended) authorizes government agencies, such as the U.S.
4 Department of Interior, to enter into contracts with, and make grants directly to,
5 federally recognized Indian tribes.
- 6 B. The Water Monitoring and Inventory Program requests approval of the Indian Self-
7 Determination and Education Assistance Act, 25 U.S.C. §450 *et seq.* (P. L. 93-638 as
8 amended) contract which would provide funds to monitor water resources, collect
9 data, provide monthly drought status reports, track the flow of select streams and
10 establish climate monitoring stations and other Water Monitoring and Inventory
11 Program projects.

12
13 Section Three. Approvals

- 14 A. The Navajo Nation hereby approves and authorizes a contract between the Navajo
15 Nation and the United States Department of the Interior under 25 U.S.C. § 450 *et seq.*
16 (P.L. 93-638, as amended), for a five year term for the Water Monitoring and
17 Inventory Program, as set forth in the documents attached hereto as **Exhibit A**.
- 18 B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement
19 and Scope of Work for the Water Monitoring and Inventory Program for the contract
20 term indicated above, as set forth in the documents attached hereto as **Exhibit A**.
- 21 C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute
22 and effectuate the Contract, Annual Funding Agreement and Scope of Work,
23 provided the terms and conditions in such documents are substantially similar to those
24 approved by this resolution.



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

A. Authority and Purpose

1. Authority

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

2. Purpose

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

B. Terms, Provisions and Conditions

1. Term

Pursuant to Section 105(c) (I) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (1)), the term of this contract shall be five (5) years (January

1, 2020 to December 31, 2024). Pursuant to Section 105(d)(1) of such Act (25 U.S.C. 5324(d)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

2. Effective Date

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

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation laws and policies, federal laws (including the Indian Civil Rights Act); procedures or strategies for research, management, collection, or analysis of scientific information used for water resources compiled by the U.S. Geological Survey including, but not limited to Book 1 - Techniques of Water Resources Investigations for the Collection of Water Data by Direct Measurement, Book 2 - Collection of Environmental Data, Book 3 - Applications of Hydraulics, Book 4 - Hydrologic Analysis and Interpretation, Book 5 - Laboratory Analysis, Book 6 - Modeling Techniques, Book 7 - Automated Data Processing and Computations, Book 8 - Instrumentation, Book 9 - Handbooks for Water Resources Investigations. 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. 5325(a)).

5. Limitation of Costs

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

6. Payment

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

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

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

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

programs, services, functions and activities subject to this Contract; and

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

7. Records and Monitoring

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

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

C. Responsibilities of Contractor - The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring 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. 5324(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

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

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

D. Acquisition of Property - The Contractor is granted the authority to acquire such excess property as the Contractor

may determine to be appropriate in the judgment of the Contractor to support the programs, services, functions and activities operated pursuant to this Contract.

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

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

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

9. Availability of Funds

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

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

10. Transportation

Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency

motor pool vehicles and related services for performance of any activities carried out under this Contract.

11. Federal program guidelines, manuals, or policy directives

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

12. Disputes

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

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

- (i) submit disputes under this Contract to third-party mediation; and
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor; and
- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or

(iv) use the administrative dispute resolution process authorized in subchapter IV of Chapter 5, Title 5, United States Code.

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

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

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

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

15. Contract Requirements, Approval by Secretary

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

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

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

C. Obligation of the Contractor

1. Contract Performance

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

2. Amount of Funds

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

3. Contracted Programs

Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and

activities identified in this Contract and funded through the annual funding agreements under subsection F2.

4. Trust Services for Individual Indians

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

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

5. Fair and Uniform Services

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

D. Obligation of the United States

1. Trust Responsibility

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

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

2. Good Faith

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

3. Programs Retained

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

E. Other Provisions

1. Designated Officials

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

2. Contract Modifications or Amendment

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

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

3. Officials Not to Benefit

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

4. Covenant Against Contingent Fees

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

F. Attachments

1. Approval of Contract

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

2. Annual Funding Agreement

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

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and

(ii) such other provision, including a brief description of the program, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agreed.

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

Jonathan Nez, President
THE NAVAJO NATION

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

FISCAL YEAR 2020
ANNUAL FUNDING AGREEMENT

CONTRACT NO. _____
Water Monitoring and Inventory Program
(Mature Definite for 01/01/19 to 12/31/XX)

BY AND BETWEEN

THE NAVAJO NATION

AND

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

FOR THE PERIOD

January 1, 2020 through December 31, 2020

Pursuant to 25 U.S.C. 5301 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 Water Monitoring and Inventory Program, pursuant to Title I of the Indian Self-Determination and Education Assistance Act (“ISDEAA”), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

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

most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Navajo Nation or as provided herein, in the most expeditious manner authorized by law.

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

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

B. PROGRAM BUDGET AND FUNDING

1. Proposed Budget. Attached hereto as Attachment B is the proposed program budget for the services to be provided under this AFA. The amount reflects the Fiscal Year 2019 recurring enacted amount allocated. If Congressional appropriation for full year funding is not available at the start of the FY 2020, 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 2019 that is based on Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

2. Funding Distribution and Final Budget. Subject to the availability of Congressional appropriation, DOI shall distribute direct program funding for Fiscal Year 2020 exclusive of any Central Office or Regional Office shares, direct contract support cost and indirect cost funds, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. The final program budget shall reflect the actual funds distributed. Funding award(s) such as one-time funding which require separate expenditure and

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

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

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

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

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

6. DEOBLIGATION OF FUNDS.

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

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

C. TRIBAL SHARES

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2020 Pub. L. 93-638, as amended, Contracts.

D. CONTRACT SUPPORT COST (CSC) FUNDS

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

1. Direct Contract Support Cost (DCSC) Funds

In addition to the amount in paragraphs D and D(2) of this AFA, the Navajo Nation shall receive DCSC funds pursuant to Section 106(a)(2) of the ISDEAA, as amended. The amount of DCSC funds are subject to negotiation between the Navajo Nation and DOI. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of DCSC funds that would otherwise be available under Section 106(a)(2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c)(2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in DCSC funds, and to the extent such shortfall funds are appropriated by Congress. In

no event does the Navajo Nation waive its right to recover 100% of the DCSC funds negotiated under this AFA.

2. **Indirect Costs (IDC) Funds**

In addition to the amount identified in paragraphs B, C, and D(1) of this AFA, the Navajo Nation shall receive IDC funds applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered into between the Navajo Nation and its federal cognizant agent. The award of IDC 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 IDC funds that would otherwise be available under Section 106(a) (2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c) (2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in IDC funds when, and to the extent, such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the IDC funds associated with this AFA.

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

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

E. **PRE-AWARD COSTS**

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

amended.

F. APPLICABLE LAW

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

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

G. MANAGEMENT SYSTEMS

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

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

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.

H. EXAMINATION OF RECORDS.

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

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

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

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

expires earlier.

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

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

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

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

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

Contract. The term “sub-Contract” as used in this paragraph only, excludes:

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

I. NAVAJO PREFERENCE

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

J. FIDUCIARY TRUST RECORDS MANAGEMENT

1. The Tribe agrees to:
 - a. Preserve, protect and manage all fiduciary trust records, created and/or maintained by the Tribe during its management of trust programs in its Title I agreements. (A fiduciary trust record is any document that reflects the existence of an Indian trust asset and was used in the management of an Indian trust asset. An Indian trust asset refers to lands, natural resources, monies or other assets held in trust at a particular time by the Federal Government for a Tribe, Alaska natives or that are or were at a particular time restricted against alienation, for individual Indians. Management includes actions that influence, affect, govern, or control an Indian trust asset. The following are examples **not** considered to be fiduciary trust records: general administrative, personnel or travel records; education records; law enforcement records; health records; law making unrelated to Indian trust assets; tribal council resolutions and laws unrelated to Indian trust assets; and tribal elections).
 - b. Make available to the Secretary all fiduciary trust records maintained by the Tribe, provided that the Secretary gives reasonable oral or written advance request to the Tribe. Access shall include visual inspection and at the expense of the Secretary the production of copies (as agreed upon between the parties) and shall not include the removal of the records without tribal approval; and

- c. Store and permanently retain all inactive fiduciary trust records at the Tribe or allow such records to be removed and stored at the American Indian Records Repository (AIRR) in Lenexa, Kansas at no cost to the Tribe.
2. The Secretary agrees to:
 - a. Allow the Tribe to determine what records it creates to implement the trust program assumed under its Title I agreement, except that the Tribe must create and maintain the information required by the statute and regulation. No additional record keeping requirements are required by this agreement.
 - b. Store all inactive fiduciary trust records at AIRR at no cost to the Tribe when the Tribe no longer wishes to keep the records. Further, the Tribe will retain legal custody and determine access to these records and such records shall not be treated as Federal records for purposes of chapter 5 of Title 5 of the United States Code unless expressly agreed to by the Tribe;
 - c. Create and manage a single tribal storage and retrieval system for all fiduciary trust records stored at AIRR (No records will be accepted at AIRR until such retrieval system exists); and
 - d. Provide file equipment and technical assistance for Tribes in preserving, protecting and managing its fiduciary trust records from available funds appropriated for this purpose.

K. 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 O(1) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual FFR to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and

Grants Section/OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual FFR shall be submitted within 90 days after closure of each contract funding period.

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

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

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

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

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

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

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

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

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

L. SINGLE AUDIT REQUIREMENTS

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

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

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

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

M. 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 O(1), BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include plan of action and a time frame for completion of the technical assistance.
2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.
3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide thirty (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:
 - a. 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.

N. 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).

O. CONTRACT ADMINISTRATION

Requests or inquiries on significant and non-routine matters, such as technical assistance, issues that require action or decision by BIA NRO, and those raising legal issues, regarding this

AFA shall be submitted in writing as follows. Communication and correspondence on items of a routine nature is not subject to this Section.

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

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

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

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

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

P. 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.

Q. 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.

R. EFFECTIVE DATE

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2020 through December 31, 2020 or until such time that a successor AFA is executed or a new contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

Jonathan Nez, President

THE NAVAJO NATION

Date

Secretary, Department of the Interior,
Or designee

UNITED STATES OF AMERICA

Date

**NAVAJO NATION
WATER MONITORING AND INVENTORY PROGRAM
FY 2020
SCOPE OF WORK**

Purpose:

The purpose of this program is to enable the Navajo Nation to better manage, conserve and utilize its water resources. The priority of this program is to provide necessary studies and hydrologic information so that the Navajo Nation may prudently manage its water resources in an informed manner. These efforts primarily include obtaining information that describes surface and groundwater including assessments, inventories, monitoring, modeling and gauging (among others). These efforts may also include the preparation of water management and development plans, resources surveys, drought response and mitigation plans, watershed and flood plain management, and defining and characterizing the Navajo Nation's water resources.

I. Tasks to be accomplished with Reoccurring Funds:

Task 1 Training – Provide training for Navajo Nation technical staff to perform water resources related duties, and increase the technical capability to the Navajo staff to better enable the Navajo Nation to manage its water resources. All staff will participate in (or provide to other program and non-program staff) at least one water management related training per year.

Deliverable - A summary of training activities will be provided to the Bureau of Indian Affairs annually.

Task 2 Maintain groundwater wells information – Routinely maintain the Navajo Nation wells databases, and continue adding additional well information to this database. The physical and electronic databases include information that describes existing wells and fluctuations in water levels in major aquifer systems. Additional wells data will be incorporated into the database as they become available.

Deliverable - A summary of the updates to the database will be provided to the Bureau of Indian Affairs annually.

Task 3 Maintain surface water monitoring network – Routinely maintain the network of stream gauging sites to determine water quantity. The sites are visited monthly and rating curves are developed for each site. As much as possible, accepted USGS methods are used in the collection and reduction of data.

Deliverable - A summary of the annual water year data collected and reduced will be provided to the Bureau of Indian Affairs annually.

Task 4 Maintain climate-monitoring network – Routinely maintain the network of

meteorological platforms, (i.e., standard 8-inch rain gages, snow courses, recording rain gauges). The stations are visited monthly, and the data is retrieved and entered into the climate database. As much as possible, accepted National Weather Service methods are used in the collection and reduction of data. Data is used to develop precipitation run-off relationships, water supply forecasts, and to provide water managers with the ability to better use the Navajo Nation's water resources.

Deliverable - A summary of the annual water year data collected and reduced will be provided to the Bureau of Indian Affairs annually.

Task 5 Maintain Water Resources GIS Database and Library Archive – Routinely maintain and update water resources related data in a Geographic Information System (GIS) database and in a library archive to preserve this information, and to provide water resource managers access to it. The GIS will provide computerized mapping, database support, data reduction and analyses for monitoring and inventory of water resources.

Deliverable - A summary of the maintenance activities and updates of the GIS database and Library Archive will be provided to the Bureau of Indian Affairs annually.

Task 6 Coordinate Intergovernmental water resources projects - Routinely coordinate the water resource management efforts of tribal, federal, state, and local agencies. Program staff will meet at least twice a year with technical staff from the U.S. Bureau of Indian Affairs, U.S. Bureau of Reclamation (Upper and Lower Basin), the Army Corps of Engineers, the Indian Health Services, and the Natural Resources Conservation Services for this purpose.

Deliverable – A summary of these meetings will be provided to the Bureau of Indian Affairs annually.

Task 7 Additional Technical Support – Within the context of the Program's purpose, Program staff may be required to help address water resources challenges and take advantage of opportunities that arise during the year. These challenges may be manifested due to hydrologic events such as floods or droughts. Conversely, opportunities may be created by other agencies that are attempting to meet the water resource management needs of the Navajo Nation. Working in close consultation with the Bureau of Indian Affairs, Program staff may provide this assistance. The Program will inform the Bureau of Indian Affairs staff on a regular basis, and in advance, as the need for this additional technical support becomes apparent.

Deliverable – A summary of the specific activities, goals and objectives will be provided to the Bureau of Indian Affairs annually.

II. Tasks to be accomplished with Non-Reoccurring Funds:

The Navajo Nation may elect to submit proposal(s) for one-time funding on a project-by-project basis. If such funding is awarded, the Navajo Nation will only expend such funding, subject to credit for any in-kind contributions, for the project purposes set forth in the applicable proposal. Unexpended funds or subsequent one-time funding will be used toward completion of project(s) in the original proposal. Within one month after receiving project funding notification from the NRO-Water Resources, the program shall submit a revised workplan(s) to NRO-Water Resources to reflect the funding that will actually be available.

If the Navajo Nation elects to submit proposals as mentioned above, the proposals will be submitted in accordance with Federal Register 70, Number 201, Wednesday, October 19, 2005, Notice of Revised Instructions for Preparing and prioritizing Water Program Funding Requests and the BIA Central Office Water Programs Funding Guidance. The NRO-BIA will provide a copy of such publications to the program. The Navajo Nation may submit annual project Water Planning Predevelopment proposals, such proposals will be submitted to the BIA-NRO Water Resources program by August 1 and the Awarding Official by August 1, unless another mutually acceptable date is agreed on. The Navajo Nation's submittal is based on receiving timely notification of Water Planning Predevelopment proposals for the current fiscal year. If the Navajo Nation does not receive notification by July 15th of what projects are being funded, then the BIA-NRO will work on a mutually beneficial date to submit the proposals that is after August 1st.

III. Reporting Requirements:

The program will give an annual performance measure report to the Awarding Official Technical Representative to ensure compliance with the terms of the Contract during the Annual Monitoring Evaluation identified in Part N. Technical Assistance and Monitoring.

The Navajo Nation Water Management Branch and/or Navajo Nation Office of Management and Budget, and NRO-Water Resources will meet at least quarterly to discuss ways to enhance the Navajo Nation's operation of the program, including, but not limited to the preparation of proposals, workplans, project review, including project financial status, and to discuss ways to enhance the NRO-Water Resources delivery of services.

Government Performance Results Act (GPRA) Reporting

2052: Annual percent of projects completed in support of water management, planning, and predevelopment.

1. How many projects that were funded under the Water Resources Planning and Predevelopment and Water Rights Litigation/Negotiations were completed in Fiscal Year 2019 and/or Fiscal Year 2020 (list number).
2. Please describe the projects, with the funding amounts, that were funded and the outcomes (Performance Explanation).
3. If no projects were completed, then describe the step to improve (Improvement Explanation).

The answer to the three questions above is data necessary to be imputed into the GPRA reporting database at the end of the fiscal year. Information is to be provided in a memorandum to the BIA Navajo Region – Division of Engineering and Technical Support no later than September 1, 2020.

Additional Reports

- The Water Management Branch does not have any specific reporting requirements at this time

Document No. 013165

Date Issued: 08/16/2019

SECTION 164 REVIEW FORM

Title of Document: Model 108-Water Monitoring & Inventory Contact Name: JOHN, JASON G

Program/Division: DIVISION OF NATURAL RESOURCES

Email: jasonjohn@navajo-nsn.gov Phone Number: (928) 729-4004

Division Director Approval for 164A: *Robert O. Allan*

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><i>signed other form</i></u>	Date: <u>8-15-19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OMB: <u><i>signed other form</i></u>	Date: <u>8-27-19</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M.O.A. or Letter of Assurance expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

9/15/19

2019 8 - 13



Land Withdrawal or Relinquishment for Commercial Purposes Sufficient Insufficient

- | | | | |
|--|-------------|--------------------------|--------------------------|
| 1. Division: _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases

- | | | | |
|-------------------|-------------|--------------------------|--------------------------|
| 1. NLD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

Rights of Way

- | | | | |
|--|-------------|--------------------------|--------------------------|
| 1. NLD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Office of the Attorney General: _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. OPVP _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease

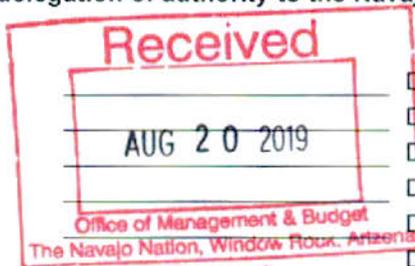
- | | | | |
|-------------------|-------------|--------------------------|--------------------------|
| 1. Minerals _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. OPVP _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. NLD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

Assignment of Mineral Lease

- | | | | |
|-------------------|-------------|--------------------------|--------------------------|
| 1. Minerals _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. DNR _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. DOJ _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW)

- | | | | |
|-------------------|-------------|--------------------------|--------------------------|
| 1. NLD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |



OTHER:

- | | | | |
|-------------------------------------|----------------------|-------------------------------------|-------------------------------------|
| 1. <u>DNR</u> _____ | Date: <u>8.15.19</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. <u>OMB</u> _____ | Date: <u>8/27/19</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. <u>OPVP</u> _____ | Date: <u>9-16-19</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. <u>Contract Accounting</u> _____ | Date: <u>090619</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. <u>DOJ</u> _____ | Date: <u>9/25/19</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

9/5/19

Paul Skid
OMB - see memo
Wing
Erin Anne Rydali
Paul Skid

EXECUTIVE OFFICIAL REVIEW

Title of Document: Model 108-Water Monitoring & Inventory Contact Name: JOHN, JASON G

Program/Division: DIVISION OF NATURAL RESOURCES

Email: jasonjohn@navajo-nsn.gov Phone Number: (928) 729-4004

<input type="checkbox"/>	Business Site Lease		Sufficient	Insufficient
	1. Division:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)			
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions			
	1. Division:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications			
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds			
	1. NNEPA:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Lease Purchase Agreements			
	1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	(recommendation only)			
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Grant Applications			
	1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval			
	1. Division:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>

<input type="checkbox"/>	Relinquishment of Navajo Membership			
	1. Land Department:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	2. Elections:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>
	3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/> <input type="checkbox"/>



Received
AUG 20 2019
Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

August 27, 2019

MEMORANDUM

TO : Jason John, Director
Water Management Branch/DNR

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

SUBJECT : Document Review No. 013165 Water Monitoring & Inventory Program
Contract Renewal and CY 2020 AFA for P. L. 93-638 Contract

Pursuant to Instruction on Development of Funding Proposal for Fiscal Year 2020 Funds on P. L. 93-638 BIA Contracts Sec. 3. E., the subject documents were reviewed based on the attached CGS Document Review Check Sheet. The documents was deemed **insufficient** based on the following issues:

1. There is no Request for Service (RFS) signed by DOJ indicating Scope of Work (SOW) was legally sufficient, although there is a SOW, but DOJ marked ups are missing. *Included - JS 9/3/19*
2. The proposed budget of \$254,599 for FY'20 did not reflect FY'19 base funding amount of \$250,612. Pursuant to said Instruction Sec. 3. D. Attachment "B" - Budget (2) (b), if the amount proposed budget exceeds the base budget provide justification for the higher amount proposed. There is no explanation on higher amount proposed. *Corrected 9/4/19 JS*
3. The Program Standards addendum to Model 108 must be part of the overall body of the document, pursuant to said Instruction Sec. 3. B. 1. (b), enter the Program Standards the Program will use to administer the Contract. This was not complied with. *Updated Program Standards - JS 9/3/19*
4. Pursuant to said Instruction Sec. E. (1), Contract Renewal is subject to Section 164(A) review and action by the Naabik'iyati' Committee by resolution that authorized the Program to enter into the Contract and NN President to sign the Contract and AFA. Sec.4 A., requires all funding proposals that are signed by the NN President returned to CGS for submission to BIA NRO. *OK - JS*

The **Executive Official Review Form** used is incorrect review cover. **Section 164(A) Review Form** is the correct cover for Contract Renewal so use that.

These issues raised above needs to be corrected prior to submitting packet to next reviewer.

If you have question contact our office at (928) 871-6033.

cc: file
Dr. Rudolph Shebala, Executive Director, Division of Natural Resources

My Shebala

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

(Fill in Spaces Highlighted Green that Apply)

Document Review No. / Date : 164 (A) No. 13165 8/26/2019

Application, A. yes Contract Application
 Appli. due date: Oct. 01, 2019 Date Appli. Submitted to funding agency Not yet
 Award, B or C. award
 Signature Block for Branch Chief?

FY 2018 NN BIM Appendix L Sec. IV. Submit Grant Application/Accept Grant Award

- A. **Application**, Sec.164(A) or Executive Official Review on EO 07-2013
 Reference Application e.g., SF-424, etc. Water Monitoring & Inventory Program
- 1 Grant Agreement, Terms & Conditions Included
- Budget 250,612 Funding Period Renewal of Contract
- 2 Scope of Work (SOW) specific to grant purpose. Revised copy of proposed SOW reviewed by DOJ is not included.
- 3 Required NNBF 1-5: budget comply w/ Sec. III. B. justify, calcu., etc. Included, but needs updating to TPA fdg. amt. The entire budget needs adjustment to reflect TPA Base Fdg. amt. of \$250,612.
 - NNBF 3 supported by DPM List of Employee Assignment Not applicable
 - Budget each Subcontract Separate
On lower right hand corner of each page, initial & indicate date of review.
- 4 IDC, use most current approved IDC rate. Indicate FY & IDC Rate Not Applicable.
 - Supported by IDC calculation check sheet, page 86 of BIM. Not Applicable
- 5 Cost Sharing Contribution, Form Appendix L-2 Not Applicable
- 6 CFDA No. on federal funds 15.037
- 7 DUNS no. 009001702 Acknowledged for this P. L. 93-638 funding.
- 8 SAMS Acknowledged for this P. L. 93-638 funding.
- B. **Award**, Sec. 164(B) Review; Address Appli. requirement above.
 - Document review no. on Appl./ Date Not Yet Ready.
 - Notice of Grant Award (NOGA) / Date (attach): Not Yet Determined
 - Change to Appli. on Award, explain in **Comment** section below Award hasn't been decided by BIA.
- C. **Award** (automatic) for successor year on multi-year contract; Address Appli. requirement above.
 - Term (Begin & End Date) of multi-year contract Contract Renewal
 - NOGA / Date (attach): SAME as under B Award.
- D. Sec. III. C. **Contract Modification**, Form Summary of Change to Ext Grant Budget Appdx L-1
Additional allocation to annual award e.g., CR funding on federal award.
 - Required NNBF 3 or 4 or both. Not required at this time.
 - NOGA / Date (attached): Not yet available
- E. **Comment on issues, concerns, etc.**
Document recommended for sunaming insufficient
 The FY'20 Budget request is over by \$3,987 which is one-time funding for Water Rights included in the budget. Budget needs adjustment to \$250,612 which is TPA base funding amt. The Model 108 Contract, the Program Standards should be inclusive in the Agreement, not an addendum to Model 108 as submitted. Executive Official Review Form was used and submitted, which is the wrong Form. Section 164 Review Form is the correct Form, thus program should have used this one for Contract renewal.
- F.

G. Reviewed by/Date Patric Nelson, Sr. Contract Analyst Date: 8/26/19.
 Surname By / Date: Patric Nelson / 8/27/19 CMS 8/27/2019

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



Office of Management and Budget
 164 Review Tracking Sheet
 REVIEW SHEET

____ FMIS
 ____ OMB
 ____ LOGOUT

64 Number: 013165 ER Date Received: 8/20/2019 11:15:30 Due Date: _____

Assigned Reviewer: Patric Nelson Entered By: Rosita Kee

FMIS Information OMB cannot change.

Department: 789 DWR - WATER RES. MGMT.
DIVISION OF NATURAL RESOURCES

Name: JOHN, JASON G Email: jasonjohn@navajo-nsn.gov Phone: (928) 729-4004

Title of Document: Model 108-Water Monitoring & Inventory

Additional Description:

Route to Patric M of 8/20/19

Fwd to Patric 8/20/19

Comments:

8/27 - Recommendation summary insufficient. PD
✓ Insufficient
8/27 - Cover memo revised as recommended. PD
8/27 - summary submit w/rev
8/27 - Ready for pick up. PD

Picked Up By:

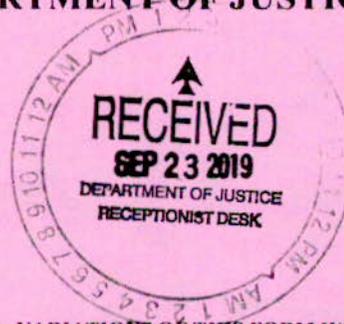
Sherry Dineyazhe
 PRINT Name

8/30/19 8:12pm
 Date



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ 09/23/19 @ 2:10 DATE/TIME 7 Day Deadline DOC #: 013165 SAS #: UNIT: NRU

RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST: 9-4-19 ENTITY/DIVISION: Water Resource / Natural CONTACT NAME: Jason John / Lucinda Davis DEPARTMENT: Water Resources Resources PHONE NUMBER: 928 729 4004 E-MAIL: TITLE OF DOCUMENT: Water Monitoring Inventory Contract Renewal P.L. 43-638

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 7-23-19 / 9/24/19 3p 10:10 am REVIEWING ATTORNEY/ADVOCATE: HSGU 9-25-19 Cherie 10-2-19

DATE/TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient

REVIEWED BY: (PRINT) DATE / TIME SURNAMED BY: (PRINT) DATE / TIME Cherie Espinoza 9/25/19 10:46am Vardis Martin 9/25/19 11:03am

DOJ Secretary Called: Selintanni for Document Pick Up on 9/25/19 at 1:32 By: Ju

PICKED UP BY: (PRINT) DATE / TIME:

Received

SEP 26 2019

Water Management Branch

Received

SEP 26 2019

Water Management Branch

THE NAVAJO NATION

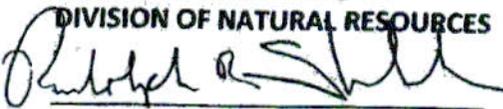


JONATHAN NEZ | PRESIDENT⁴ MYRON LIZER | VICE PRESIDENT

January 17, 2019

MEMORANDUM

TO: **ALL Department Managers**
DIVISION OF NATURAL RESOURCES

FROM: 
Rudolph R. Shebala, Division Director
Division of Natural Resources

SUBJECT: DELEGATION OF AUTHORITY FOR FISCAL YEAR 2019

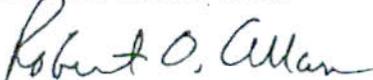
Please be advised that in the event that either I, Division Director of the Division of Natural Resources, or Ms. Evangeline Curley-Thomas, Deputy Director, Division of Natural Resources, are not in the office or otherwise unavailable, Mr. Robert O. Allan, Principal Attorney, Division of Natural Resources, shall be delegated authority as the Acting Division Director of the Division of Natural Resources. This is a standing delegation of authority until further notice.

Please cooperate with Mr. Allan in this standing delegation of authority. Should you have any questions, please contact me.

ACKNOWLEDGED:


Evangeline Curley-Thomas, Deputy Director
Division of Natural Resources

ACKNOWLEDGED:


Robert O. Allan, Principal Attorney
Division of Natural Resources

THE NAVAJO NATION

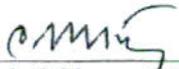


JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

July 17, 2019

MEMORANDUM

To: Program Managers and Division/Executive Directors
P. L. 93-638 BIA Contracted Programs

From: 
Cordell Shortey, Contracting Officer
Contracts and Grants Section- OMB

Subject: Funding Proposals for Fiscal Year 2020 Funds on P.L. 93-638 BIA Contracted Programs

Pursuant to 25 C.F.R. § 900.12, the subject proposals are due for submission to BIA NRO in Gallup by October 1, 2019. To prepare for submission of the funding proposals, develop the scope of work (SOW) on the 638 contracted program you administer. Use the SOW that is in the approved calendar year (CY) 2019 Annual Funding Agreement (AFA) as the base and do any revisions and update on Track Changes of MS word. By August 2, 2019, email the softcopy of the draft SOW to Cherie Espinosa at DOJ and Cc to Germaine Jones at CGS for pre-review and submit a hardcopy of SOW under Request for Service to DOJ. The SOW cleared by DOJ will be used to compile the CY 2020 funding proposal.

The CY 2020 AFA will be emailed to you as soon as it is finalized. It (AFA) will be ready by the time SOW is cleared by DOJ. The Instructions on preparation of the funding proposal and the process on obtaining approval of the same by the Nation will be emailed with the AFA.

Attached as Exhibit "A" is a list of the eighteen (18) contracted programs sorted by Trust and General Trust Programs. As referenced by bold font in Column B, the contract for the Water Monitoring Program is the only one due for renewal effective CY 2020 or on January 1, 2020. The rest of the seventeen (17) programs are continuing contracts and will only require Successor AFA proposal.

We appreciate your compliance with this action item memorandum. If you have questions, contact our office at 928-871-6033.

Attachment

Cc: File-CGS
JoAnn Jayne, Chief Justice / Judicial Branch
Paulson Chaco, Chief of Staff / OPVP
Michelle Begay, Attorney / NDOJ
Cherie Espinosa, Attorney / NDOJ

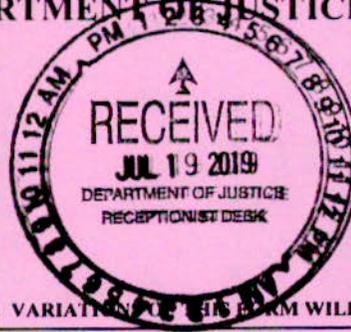
Received

JUL 24 2019



NAVAJO NATION DEPARTMENT OF JUSTICE
Water Management Branch

REQUEST
FOR
SERVICES



DOJ
7/19/19 @ 2:35P
DATE / TIME
RFS #: 19-1618
UNIT: HSGU
'638

RESUBMITTAL

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATION FROM THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: 7-19-19 ENTITY/DIVISION: Natural Resources
CONTACT NAME: Jason John DEPARTMENT: Water Resources
PHONE NUMBER: 928 729 4004 E-MAIL: jason.john@navajo-nsn.gov

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):
Pursuant to Memorandum from NNDOJ, attached is proposed scope of work for P.L. 93-638 Contract Renewal. Goes to Cherie Espinosa.

DEADLINE: REASON:
#1 - 638 contract DOJ SECRETARY TO COMPLETE
DATE/TIME IN UNIT: 7/19/19 @ 4:20 REVIEWING ATTORNEY/ADVOCATE: Michelle *CE*

DATE/TIME OUT OF UNIT: PREPARED BY (initial):

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient

REVIEWED BY: (PRINT) Cherie Espinosa DATE / TIME 7/23/19 3:05pm

DOJ Secretary Called: Shintonna Morris for Document Pick Up on 7/23/19 at 4: By: AS

PICKED UP BY: (PRINT) DATE / TIME:

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

BUDGET FORM 1

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>Water Monitoring and Inventory</u>		Division/Branch: <u>Natural Resources/Executive</u>	
Prepared By: <u>Jason John</u>		Phone No.: <u>928-727-4004</u>		Email Address: <u>jasonjohn@navajo-nsn.gov</u>	
PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	
P.L. 93-638 Water Monitoring Inventory		11/1/19-12/31/19	250,612.00	100%	
PART III. BUDGET SUMMARY					
	Fund Type Code	Original Budget	Proposed Budget	Difference (Column B - A)	
2001	Personnel Expenses	6	205,178	205,178	
3000	Travel Expenses	6	32,144	32,144	
3500	Meeting Expenses				
4000	Supplies	6	2,531	2,531	
5000	Lease and Rental				
5500	Communications and Utilities	6	3,600	3,600	
6000	Repairs and Maintenance	6	1,200	1,200	
6500	Contractual Services				
7000	Special Transactions	6	5,959	5,959	
8000	Public Assistance				
9000	Capital Outlay				
9500	Matching Funds				
9500	Indirect Cost				
TOTAL			250,612	250,612	
PART IV. POSITIONS AND VEHICLES					
			(D)		(E)
Total # of Positions Budgeted:			0	5	
Total # of Permanently Assigned Vehicles:			0	4	
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.					
SUBMITTED BY: <u>Jason John, Department Manager III</u>		SUBMITTED BY: <u>Robert O. Allen</u>		SUBMITTED BY: <u>Rudy Shebala, Executive Director</u>	
Date: <u>9/4/19</u>		Date: <u>9/4/19</u>		Date: <u>9/4/19</u>	
Signature: 		Signature: 		Signature: 	

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

PART I. PROGRAM INFORMATION:

Business Unit No.: NEW Program Name/Title: Water Monitoring and Inventory

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:

Pursuant to RDCO-79-16: A) The Department of Water Resources shall provide stewardship to manage, provide comprehensive water planning, compile information on existing surface and groundwater resources, coordination of the development and utilization of the Navajo Nation's waters to manage existing uses and to plan for future adequate water resources for domestic, industrial, agricultural, recreation, wildlife, aquatic life and other beneficial uses for maximum beneficial use to enhance the natural and human environment and exercise the sovereignty of the Navajo Nation over its waters ...

PART III. PROGRAM PERFORMANCE CRITERIA:

1. Goal Statement:

To provide opportunities for staff training for program duties.

Program Performance Measure: Provide training for technical staff to perform water resources related duties, and increase technical capability of technical staff to monitor Water Resources.

1st QTR	2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual
1		1		1		1

2. Goal Statement:

To update and maintain groundwater well database.

Program Performance Measure: Routinely maintain the Navajo Nation wells databases, and continue adding additional well information to this database.

1st QTR	2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual
5		5		5		5

3. Goal Statement:

To monitor and update Surface Water Monitoring Network (Stream Gaging Stations)

Program Performance Measure: Maintain the network of stream gauging sites to determine water quantity, entered the data into streamgaging database and prepare annual report.

1st QTR	2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual
9		3		9		9

4. Goal Statement:

Program Performance Measure: Maintain and update the precipitation network

to determine climate data, entered the data into climate database and prepare annual report.

1st QTR	2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual
200		200		200		200

5. Goal Statement:

Program Performance Measure:

1st QTR	2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Jason John, Department Manager III

Program Manager's Printed Name Jason John

Program Manager's Signature and Date [Signature] 2/4/19

Rudy Shebala, Executive Director

Division Director/Branch Chief's Printed Name Robert D. Allen

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

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

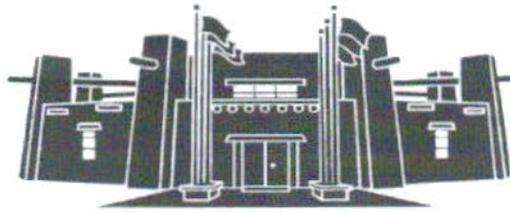
PART I. PROGRAM INFORMATION:		Water Monitoring and Inventory		Business Unit No.: NEW	
Program Name/Title:					
PART II. DETAILED BUDGET:		(B)		(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)		
2001	PERSONNEL EXPENSES		205,178		
	Employment salary and fringe benefits				
2110	Regular Status Employees		138,746		
2900	Fringe Benefits = Regular x 47.88% + Temporary x 9.68% =		66,432		
3000	TRAVEL EXPENSES		32,144		
	Meals & Lodging expenses directly related to program business. Other miscellaneous expenses: Transportation to and from authorized trainings, seminars, conferences, and other program related functions; Fleet monthly fees and mileage				
3110	Fleet		\$23,744		
	3111 Monthly/Perm Group B/Class II: 4 @ \$460/Mon x 5 mo. =	subtotal			
			\$9,200.00	6% tax	total
	3113 Monthly/Mileage: 4 @ 2,000 mi x 5 mos x .33 =		\$13,200.00	\$ 552.00	\$ 9,752.00
				\$ 792.00	\$ 13,992.00
3230	Personal Travel Expenses		8,400		
	3240 Per Diem Meals		\$ 3,300.00		
	3250 Lodging		\$ 4,230.00		
	3260 POV		\$ 870.00		
4000	SUPPLIES		2,531		
	Stationary, envelopes, binders, folders, labels, pens/pencils; Federal express charges, freight charges/postages, printing/binding, etc.				
4120	Office Supplies		1,331		
	4130 - General Office Supplies		\$ 1,330.69		
4410	Operating Supplies		800		
	4420 - General Operating Supplies		\$ 800.00		
4700	Fuel		400		
	.4710 - Gasoline		\$ 400.00		
TOTAL			239,853	239,853	

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:		Water Monitoring and Inventory		Business Unit No.: NEW			
Program Name/Title:							
PART II. DETAILED BUDGET:		(B)		(C)		(D)	
(A)	Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)			
5500	COMMUNICATION & UTILITIES	Communication of basic phones services and cellular phone services, internet services and water usage fees.		3,600			
	Telephone						
5520		5530 - Basic Services = 12 months x \$200/per month	\$ 2,400.00	2,400			
5610		Wireless					
		5620 - Cellular = 12 months x \$100/per month	\$ 1,200.00	1,200			
6000	REPAIRS AND MAINTENANCE	Repairs and maintenance services for building repairs and services					
6410	Vehicle R&M - External						
		6430 - Specialized Vehicles (ATV and Snowmobiles misc repairs)	\$ 1,200.00	1,200			
TOTAL			4,800	4,800			

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:		Business Unit No.:	
Program Name/Title: <u>Water Monitoring and Inventory</u>		NEW	
PART II. DETAILED BUDGET:		(C)	(D)
(A)	(B)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
7000 SPECIAL TRANSACTION	Object Code Description and Justification (LOD 7)		5,959
	Procurement of promotional items, gifts and awards, catering, refreshments; Payments for filing fees/trainings/registration fees		
7110	Programs	300	
	71130 - Promotional Items \$ 300.00		
7510	Trainig & Professional Dues	1,400	
	7520 - Training/Registration Fees (for five staff for various trainings) \$ 1,400.00		
7710	Insurance Premiums	4,259	
	77140 - Auto Liability - \$113.54x 4 = \$ 454.16		
	77150 - Auto Physical Damage - \$113.65 x 4 = \$ 454.60		
	77165 - General Liability - (personnel+fringe) / 100 x .30 = \$ 615.53		
	77165 - Workers Comp - (personnel) / 100 x .89 = \$ 1,234.84		
	77166 - Deductible Expense = 3 * 500 \$ 1,500.00		
	\$ 4,259.14		
TOTAL		5,959	5,959



MEMORANDUM

TO: Honorable Mark Freeland
Becenti, Lake Valley, Nahodishgish, Standing Rock, Whiterock, Huerfano,
Nageezi, Crownpoint Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: November 4, 2019

SUBJECT: A PROPOSED NAVAJO NATION STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE AND NAABIK'ÍYÁTI' COMMITTEE; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 et seq. (P.L. 93-638, AS AMENDED), FOR A FIVE YEAR TERM FOR THE WATER MONITORING AND INVENTORY PROGRAM; APPROVING AND AUTHORIZING THE FISCAL YEAR ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting.

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

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0331-19 _____ SPONSOR: Mark Freeland

TITLE: An Action Relating to Resources and Development Committee and Naabik'iyáti Committee; approving and authorizing a contract between the Navajo Nation and the United States Department of The Interior under 25 U.S.C. § 450 et seq. (P.L. 93-638, as amended), for a five year term for the water monitoring and inventory program; approving and authorizing the fiscal year annual funding agreement and scope of work for the period of the contract term

Date posted: November 7, 2019 at 3:01pm

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

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590

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.