

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

23<sup>RD</sup> Navajo Nation Council - Third Year, 2017

AN ACTION

RELATING TO NAABIK'IYATI' COMMITTEE; APPROVING THE LAW AND ORDER  
COMMITTEE'S POLICY STATEMENT AND REQUEST TO APPEAR BEFORE THE  
UNITED STATES CONGRESS

WHEREAS:

- A. The Navajo Nation established the Naabik'íyáti' Committee as a Navajo Nation Council standing committee and as such empowered Naabik'íyáti' Committee to assist and coordinate all requests for information, appearances and testimony relating to proposed county, state and federal legislation impacting the Navajo Nation. See 2 N.N.C. §§ 164(A)(9), 701 (A)(4) and 701 (A)(6); CO-45-12.
- B. Statements of policy are written statements submitted to federal, state or local governments by a Navajo Nation official stating the official position of the Navajo Nation on proposed legislation or other action by the government. See 2 N.N.C. § 100(W).
- C. The Navajo Nation has a government-to-government relationship with the United States of America, Treaty of 1868, Aug. 12, 1868, 15 Stat. 667.
- D. The Law and Order Committee (LOC) of the Navajo Nation Council, has legislative oversight over the Navajo Nation courts, administrative legal tribunals, criminal defense, legal defense of the indigent, juvenile justice, corrections, law enforcement and emergency management, pursuant to 2 N.N.C. § 600(C).
- E. As such LOC is empowered with all prudent powers necessary and proper to represent the Navajo Nation, at local, state, and federal levels in coordination with the President of the Navajo Nation, appropriate committee of the Navajo Nation Council and the Chief Justice in advocating for legislation, funding or actions relating to the justice systems, administrative legal tribunals and public safety activities. See 2 N.N.C. §§ 601(A) and 601 (B)(13).

F. The Law and Order Committee's position is to request an increase in funding for the Self-Determination Contract between the Secretary of the Department of Interior and the Navajo Nation for law enforcement-patrol services presently entered into and currently in negotiation, pursuant to 25 U.S.C. 450 et. seq. (Pub. L. 93-638, as amended). Law Enforcement Patrol P.L. 93-638 Contract is attached hereto as **Exhibit A**.

G. The Law and Order Committee's position statement is attached hereto as **Exhibit B**.

H. It is in the best interest of the Navajo Nation to approve the Law and Order Committee's position statement and authorize their request to appear before the United States Congress.

**NOW THEREFORE, BE IT RESOLVED:**

A. The Navajo Nation hereby approves the Law and Order Committee's policy statement, attached hereto as **Exhibit B**.

B. The Navajo Nation hereby authorizes the Law and Order Committee to appear before the United States Congress concerning the Self-Determination Contract between the Secretary of the Department of Interior and the Navajo Nation for law enforcement-patrol services, pursuant to 25 U.S.C. 450 et. seq. (Pub. L. 93-638, as amended).

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 16 in favor and 0 oppose, this 11<sup>th</sup> day of May, 2017.



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

Motion: Honorable Jonathan L. Hale

Second: Honorable Davis Filfred

(18)

**23rd Navajo Nation Council  
Naabik'iyati' Committee**

Date: May 11, 2017

Legislation No. 0154-17

Motion: Jonathan L. Hale

Second: Davis Filfred

**ALL DELEGATES:**

	Yea	Nay
BATES, LoRenzo		
BEGAY, Kee Allen Jr.	✓	
BEGAY, Norman M.	✓	
BEGAY, Steven		
BEGAYE, Nelson		
BENNETT, Benjamin L.	✓	
BROWN, Nathaniel	✓	
CHEE, Tom T.	✓	
CROTTY, Amber K.		
DAMON, Seth		
DANIELS, Herman		
FILFRED, Davis	✓	
HALE, Jonathan L.	✓	
JACK, Lee Sr.		
PERRY, Jonathan	✓	
PETE, Leonard H.	✓	
PHELPS, Walter	✓	
SHEPHERD, Alton Joe	✓	
SLIM, Tuchoney Jr.	✓	
SMITH, Raymond Jr.	✓	
TSO, Otto		
TSOSIE, Leonard	✓	
WITHERSPOON, Dwight	✓	
YAZZIE, Edmund	✓	

**BY COMMITTEE:**

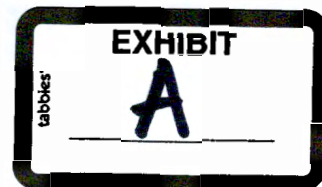
	Yea	Nay	TOTAL
<b>BFC:</b>			
CHEE, Tom T.			
DAMON, Seth			
JACK, Lee Sr.			
SLIM, Tuchoney Jr.			
WITHERSPOON, Dwight			
TSOSIE, Leonard			
<b>HEHSC:</b>			
BEGAY, Norman M.			
BEGAY, Steven			
BEGAYE, Nelson			
BROWN, Nathaniel			
CROTTY, Amber K.			
HALE, Jonathan L.			
<b>LOC:</b>			
BEGAY, Kee Allen Jr.			
DANIELS, Herman			
SMITH, Raymond Jr.			
TSO, Otto			
YAZZIE, Edmund			
<b>RDC:</b>			
BENNETT, Benjamin L.			
FILFRED, Davis			
PERRY, Jonathan			
PETE, Leonard H.			
PHELPS, Walter			
SHEPHERD, Alton Joe			
<b>SPEAKER:</b>			
BATES, LoRenzo			
(Votes only in a tie)			

**GRAND TOTAL**

16 0

**CERTIFICATION:**

  
Honorable LoRenzo Bates  
Speaker



**FISCAL YEAR 2017  
ANNUAL FUNDING AGREEMENT**

**CONTRACT NO. A16AV00383  
Law Enforcement – Patrol Services  
(Mature Definite for 01/01/16 to 12/31/20)**

**BY AND BETWEEN**

**THE NAVAJO NATION**

**AND**

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

**FOR THE PERIOD**

**January 1, 2017 through December 31, 2017**

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

## **ANNUAL FUNDING AGREEMENT**

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



expeditious manner authorized by law.

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

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

**B. PROGRAM FUNDING**

Subject to the availability of Congressional appropriation, DOI shall provide direct program funding for Fiscal Year 2017 in the distribution amount shown on the budget form attached hereto as Attachment B (submitted pursuant to Paragraph F. of this AFA) exclusive of any Central Office or Regional Office shares, direct contract support costs and indirect costs, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. Funding award(s) such as one time funding which require separate expenditure report shall be specified in the contract modification (SF-30) by BIA. A separate account Financial Management Information System (FMIS Business Unit) shall be assigned by the Navajo Nation accordingly. Full payment shall be made by all-electronic payment through an Automated Standard Application for Payment (ASAP), an information system developed by the Financial Management Services and the Federal Reserve Bank of Richmond. The Navajo Nation must have: (1) an active registration in ASAP by completing the Participation Request Form; (2) an active Data Universal Number System (DUNS); and an active registration in the System for Award Management (SAM).

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

**C. TRIBAL SHARES**

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

**D. CONTRACT SUPPORT FUNDS**

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

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

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

**2. Indirect Costs**

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

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

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

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

**E. PRE-AWARD COSTS**

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

**F. PROGRAM BUDGET**

The budget for the services provided under this AFA reflects the Fiscal Year 2016 recurring enacted amount allocated and is attached hereto as Attachment B. If Congressional



appropriation for full year funding is not available at the start of the FY 2017, as an initial budget, the Navajo Nation may enter in the FMIS a full year budget at the actual, total amount of recurring funds distributed for FY 2016 that is based on Congressional appropriation. The final Fiscal Year 2017 budget shall be based on funds allocated through Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

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

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

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

**G. AVAILABILITY OF FUNDS**

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

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

3. To the extent that any shortfalls exist in funding, direct, contract support or

otherwise, owed to the Navajo Nation, the DOI and BIA shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress, and simultaneously provide the Navajo Nation with such report.

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

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

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

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

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

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

v. **Navajo Nation Procurement Rules and Regulations**

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

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

1. **Accounting/Financial System**

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

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

2. **Personnel Management**

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

3. **Records System**

- a. The Navajo Nation agrees to keep such records as required pursuant to Section B(7) of the Contract, as amended; to make reports required by Section 5(a)(1) and (2) of the ISDEAA, as amended; and to make such information and reports available to the Indian beneficiaries as required by Section 5(c) of the ISDEAA, as amended. The Navajo Nation shall maintain a recordkeeping system

that will allow for the maintenance of records to facilitate retrocession or reassumption of the Contract. Such records system, at a minimum, shall:

- 1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.
  - 2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control Schedule.
- b. When the Navajo Nation operates a system of records to accomplish a BIA function, the Navajo Nation shall comply with the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81, et seq.
- c. The Navajo Nation shall make all reports and information concerning the Contract available to the Indian beneficiaries that the Contract serves or represents pursuant to the provisions of the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81 et seq.

**J. EXAMINATION OF RECORDS.**

1. The Navajo Nation agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs of whatever nature for which expenditure, payment or reimbursement is claimed under the provisions of the Contract or this AFA.
2. The Navajo Nation agrees to make available at the Navajo Nation offices at all reasonable times during the time period of the Contract and this AFA below any of the records, with reasonable advance notice, for inspection, audit or reproduction by any



authorized representative of the Comptroller General or the Secretary of Interior as required under the ISDEAA, as amended, and applicable federal regulations.

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

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

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

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

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

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

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

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

**K. NAVAJO PREFERENCE**

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

**L. REPORTS**

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

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

submitted within 120 days after closure of each contract funding period.

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

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

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

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

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

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

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

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

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

**M. SINGLE AUDIT REQUIREMENTS**

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

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

3. In addition to the submission requirements of the Single Audit Act Amendment of



1996 and to meet the requirements of ISDEAA, as amended, the Navajo Nation shall send

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

**N. TECHNICAL ASSISTANCE AND MONITORING**

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

AOTR. This visit shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.

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

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

**O. FEDERAL TORT CLAIMS ACT**

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

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

**P. CONTRACT ADMINISTRATION**

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

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

1. **Federal Contract Administration**

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

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

2. **Tribal Contract Administration**

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

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

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

**Q. SEVERABILITY**

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

**R. EFFECT ON EXISTING RIGHTS**

1. Nothing in this AFA shall be construed as affecting, modifying, diminishing,

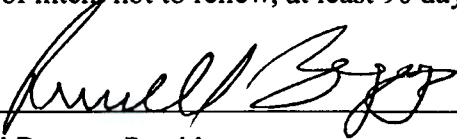
waiving or otherwise impairing the sovereign immunity from suit enjoyed by the Navajo Nation.

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

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

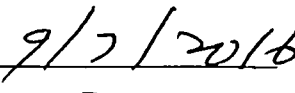
S. **EFFECTIVE DATE**

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2017 through December 31, 2017 or until such time that a successor AFA is executed or a new contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

  
\_\_\_\_\_

Russell Begaye, President

**THE NAVAJO NATION**

  
\_\_\_\_\_

Date

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

Or designee

**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Date



## **Scope of Work**

**Attachment “A”**

## LAW ENFORCEMENT PATROL P.L. 93-638 CONTRACT

### STATEMENT OF WORK

101. The Contractor shall perform the following Bureau program: LAW ENFORCEMENT SERVICES. Subject to the terms of the contract, the Annual Funding Agreement (AFA), and availability of funds, the Contractor shall perform police law enforcement activities as noted in the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, within Navajo Indian Country, as defined in 18 U.S.C. 1151, excluding the Moencopi Administrative Unit, ("Service Area"). In addition, the Contractor will provide one law enforcement officer each to the communities of Canoncito and Alamo (New Mexico) and New Land in Apache County (Arizona). These services shall include:
- A. Maintaining law enforcement and crime prevention services as deemed necessary by the Contractor within the service area.
  - B. Enforcing applicable Navajo Nation and federal laws and ordinances.
  - C. Protecting private, public and government property within the service area (i.e. Public Hearings, Public Forums, Community Fairs and Events, Townhall Meetings.)
  - D. Providing community plans, prevention programs (i.e., Drug Awareness Resistance Education and Training (DARE), Gang Resistance Education and Training (GREAT), and the Neighborhood Watch Program).
  - E. Creating and implementing specialized programs, task forces and teams for particular situations, including internal affairs investigations.
  - F. Responding to citizen's complaints or other request for law enforcement services within the service area.
  - G. Providing patrol services on and off roadways and in Indian communities within the service area.
  - H. Providing other services, such as serving criminal warrants, summons and subpoenas. Civil summons and other Navajo Nation Court orders may be served, provided the Contractor is properly reimburses for all travel related expenses and provided these services do not significantly interfere with Contractor's ability to carry out its daily responsibilities and duties to the general public.
  - I. Writing clear, concise and comprehensive case reports, preparing cases for and testifying in court.
  - J. Familiarizing law enforcement personnel with all applicable provisions of the Navajo Nations Codes, federal and state laws, this statement of work, and other necessary references.

- K. Conducting search and rescue operations for missing persons, runaway children, drowning victims, and for other victims of natural and manmade emergencies.
- L. Completing investigations of all unattended deaths that do not involve foul play.

This contract does not include fire and rescue service, highway safety, emergency medical services, emergency management, environmental and resource enforcement provided by other Navajo Nation and federal programs.

**102. Personnel.** The Contractor shall perform the contracted law enforcement program in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement personnel or the equivalent. In addition to Navajo Nation personnel employment standards, the Contractor shall require the following for each law enforcement position:

- A. Employee candidates must present evidence of ability to discharge the duties of the position. Commissioned law enforcement officer candidates, in addition to other qualifications, shall demonstrate the traits and characteristics important to succeed in police work. Among these are: alertness, ability to work in stress situations, ability in oral expression, tact, integrity, capacity for effective public relations, practical intelligence and good judgment. Candidates must be honest and trustworthy; have integrity, sound judgment, temperate habits; and have a satisfactory work record. Any applicant who does not have these qualities shall not be appointed to the commissioned law enforcement position.
- B. Prior to employment of any commissioned law enforcement officer, a full field background investigation shall be completed by the Contractor. Such investigation shall include but not limited to Navajo Nation, other tribal, local, state, and federal criminal history checks. Background checks/ clearances, through fingerprint charts (FD-258) must be conducted through the Assistant Director, Identification Division, Federal Bureau of Investigation, Washington, D.C. 20537. Checks/ Clearance through the National Crime Information Center (NCIC), state criminal history centers and local police and tribal court records shall also be conducted. All background check/clearances shall be recorded, documented, and kept on file for each commissioned officer at the Contractor's Public Safety headquarters. Careful review and documentation shall be made on each officers' family data, education, employment, medical and military history, previous residences, organizations, and affiliations, person references, credit record and police record, including drivers' license history and status. Background reviews shall be conducted through both a written questionnaire to be completed by the employee applicant and a personal interview with present and past supervisors and associates who have personal knowledge of the applicant's background and character. The Contractor shall update background investigation every five (5) years from the date of last background investigation on all commissioned officers.

- C. Any person who has been convicted of a felony is not eligible for employment. Also any person who has been convicted of a misdemeanor, excluding minor traffic violations, within a period of three (3) years immediately preceding his/her appointment, or who has been convicted or plead guilty to a misdemeanor or domestic violence, shall not be eligible for employment as a commissioned law enforcement officer. Pursuant to the Indian Child Protection and Family Violence Act of 2006, any person who is found guilty of or entered a plea of *nolo contendere* or guilty to any felony or any of two or more misdemeanors under federal, state, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons or offenses against children shall not be eligible for employment.
- D. Persons appointed to commissioned law enforcement positions shall be 21 years of age. This requirement may be waived for United States armed services' veterans discharged under honorable conditions.
- E. Applicants and commissioned law enforcement officer positions must be physically able to perform efficiently the duties of the positions, applicants shall have binocular vision correctable to 20/20 (Snellen) in each eye; uncorrected vision shall be no more than 20/100 in each eye. Near vision corrected or uncorrected shall be sufficient to read Yeager Type 2 at 14 inches. All law enforcement officers must be able to distinguish basic colors. All law enforcement officer position applicants shall have the ability to hear the conversational voice, without the use of a hearing aid. Persons with an amputation of arm, hand, leg or foot shall not be employed. Applicants shall possess emotional and mental stability. Any physical condition which would cause the employee to be a hazard to himself/herself or to others shall be disqualified for appointment/employment or continued employment or appointment as a law enforcement officer. Fitness for duty examination shall be ordered for any employee in question. In addition, an annual medical examination shall be completed for each commissioned law enforcement officer to ensure fitness for duty. Medical certificates shall be placed in each individual's official personnel folder.
- F. Employee candidates must complete and successfully pass a psychological evaluation conducted by a licensed psychologist prior to employment. Any applicant who does not meet this requirement shall not be hired in a law enforcement officer position. The Bureau of Indian Affairs will cooperate with the Contractor in obtaining such services through the Indian Health Service. In the event that these services cannot be obtained through the Indian Health Services, upon written request from the Contractor, the Bureau of Indian Affairs shall assist in developing and submitting a request for contract support funds to cover these costs. In the event that the Bureau develops a comprehensive mechanism to provide these services throughout Indian Country, the Contractor will have the opportunity to participate.
- G. The Contractor, through its internal affairs unit, shall be responsible for promptly conducting administrative investigations in response to allegation of employee misconduct. Administrative investigations shall be conducted professionally, impartially and thoroughly and reports shall be timely, objective and accurate. All administrative



investigations conducted by the internal affairs unit shall be documented and maintained in a confidential manner. Any subsequent disciplinary action shall be processed pursuant to applicable Navajo Nation personnel policies and procedures, as amended, and other policies and procedures applicable to the Contractor. The Navajo Nation and the BIA will discuss in a timely manner the development of a protocol for the sharing of information between the Navajo Nation Department of Internal Affairs and the Office of Justice Services. In addition to conducting administrative investigations, the internal affairs unit shall also perform and/or assist with law enforcement patrol duties throughout the Navajo Nation.

- 103. Qualifications and Training.** The Contractor shall assure that each law enforcement officer is Qualified, depending upon position classification in the field of law enforcement and has a working knowledge of arrest procedures, rules of evidence, crime scene search, preservation of evidence, report writing, testifying in court and related law enforcement functions.
- A. Each law enforcement officer must pass an approved firearms qualifications course every six (6) months to be qualified to carry a firearm. Whenever an officer's firearms qualification lapses, all weapons issued to the law enforcement officer shall be returned. Any of the following firearm qualification courses may be used to qualify law enforcement officers in the use of a firearm:
1. The National Rifle Association National Police Course.
  2. The National Rifle Association 25-Yard Course.
  3. The National Rifle Association Practical Pistol Course
  4. The Federal Bureau of Investigation Practical Pistol Course
  5. All state approved firearms courses.
  6. Federal Law Enforcement Training Center Courses.
- B. Newly-employed law enforcement officers shall successfully complete, within their first year of service, the approved Basic Police Recruit Training Course conducted at the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs or a comparable basic police recruit training course approved by the Assistant Secretary of Indian Affairs. An officer who fails to complete the training required by this paragraph shall be discharged or transferred to a position not involving law enforcement duties. Transfer may result in demotion. The Contractor may not utilize law enforcement officers, classified as police recruits by the Contractor, until such time that they have successfully completed the Basic Police Recruit training required for peace officer certification. Internal Affairs Investigators shall be required to attain Internal Affairs certification within one year from appointment to Department of Internal Affairs.

- C. Prior to, or within one year after, promotion or appointment to a supervisory law enforcement position, an employee shall complete the approved Supervisory Law Enforcement Officer Training Course conducted at the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided by the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs. A law enforcement officer who is serving in a supervisory position and fails to complete the training required in this paragraph shall be demoted.
- D. Each law enforcement officer shall receive a minimum of forty (40) hours of local in-service training annually to meet training needs determined by Contractor and to keep abreast with developments in the field of law enforcement.
- E. The Contractor may establish and maintain a training academy for the training of its personnel. The curriculum used for training, in compliance with the Bureau's mandated requirements shall be submitted to the AOTR for approval and certification prior to the implementation of the training. The AOTR, within thirty days of receipt of the curriculum, shall respond to the Contractor its approval or disapproval of the curriculum. If the AOTR fails to respond within the thirty days, it shall be deemed by the Contractor that the curriculum has been approved. Any disapproval of curriculum by the AOTR shall explain the reason for disapproval.
- F. The Contractor will establish and maintain a support section for the maintaining, training, and maintenance of all the computerized reporting of 107 and salaries will be commensurate with duties and responsibilities. This information management section will be responsible for primary criminal justice reporting elements for police dispatch, police patrol, criminal investigations, and corrections.
- G. The Contractor shall directly operate and provide radio communication and dispatch services and activities in furtherance of the Indian Law Enforcement Reform Act (25 U.S.C. §2801, *et seq.*) within Navajo Indian Country. The dispatch services will be responsible for operating law enforcement radio communications and dispatch system and/or computer aided dispatch services. The dispatch services will be responsible for reporting emergencies to the respective and appropriate law enforcement personnel or agency. All dispatch personnel will perform dispatch services in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement patrol telecommunications operators or the equivalent. The Contractor fully understands and agrees to utilize current funding level for said services. The Funding Source will endeavor to assist the Contractor by earmarking additional federal funds for the New Navajo Nation Next Generation (NG) 9-1-1 Public Safety Answering Point's (PSAP) operations.
- H. To the extent of available resources, the Bureau shall provide additional necessary training, when requested in writing by the Contractor to enable the Contractor to carry out the terms and standards of the Contract. However, in the event that the Bureau cannot provide training needed by the Contractor to carry out the terms and conditions of this Contract, such failure will not adversely affect this Contract.

- I. CERTIFICATES OF SATISFACTORY COMPLETION OF EACH OF THE ABOVE TRAINING REQUIREMENTS SHALL BE MAINTAINED IN EACH INDIVIDUAL OFFICER'S PERSONNEL FOLDER.

**104. Certification as Federal Law Enforcement Officers.** The Bureau may commission any law enforcement officer as a Federal Law Officer as set out in Attachment A-B, which contain the executed SLEC Agreement and the BIA-OJS SLEC policies in place when the AFA is submitted each year.

**105. Uniforms and Equipment**

- A. Uniforms, when worn, shall positively identify the wearer as a law enforcement officer badge, name plate and tribal patch shall be visible at all times. Uniforms of all law enforcement personnel shall be plainly distinguishable from the uniforms of other non-law enforcement personnel. Each officer shall be issued a standard identification card bearing a photograph of the officer.
- B. All law enforcement officers shall be equipped with a two-way radio, emergency lights (Code 3), sirens, safety screens (cage), fire extinguisher, flashlight, emergency flares, blankets, a first aid kit, a shovel, and a rappelling rope, at least 100 feet in length. Contractor shall maintain all vehicles in good working condition.
- C. The Contractor shall provide all uniformed law enforcement officers with the following items and assure they are in good working condition:
  1. .40 caliber, 9 mm, or other firearms duly authorized by the Contractor.
  2. Belt holster, handcuffs, mace and pepper mace (including case), cartridge holder, and handcuffs with keys.
  3. Minimum of two complete uniforms, including hat/helmet, hat shield and breast badge, baton, bullet-proof vest, foul weather gear, and inclement weather outer wear.
  4. Ammunition shall be expended and replaced annually.
  5. Baton.
  6. Tasers
- D. The Bureau shall provide necessary equipment, when requested in writing by the Contractor and subject to availability, to the contractor to efficiently and effectively carry out the terms and standards of the Contract.

E. All Internal Affairs investigators shall be issued a standard identification card bearing a photograph of the investigator. The Internal Affairs investigator shall wear ~~clothing~~ business attire in accordance with the departmental uniform standard.

106. **Salaries.** Salaries paid law enforcement officers by the Contractor under this Contract shall be equal to or greater than the salaries paid law enforcement officers with similar responsibilities employed directly by the Bureau of Indian Affairs.

107. **Reporting.** The Contractor shall prepare and submit the following reports to the Contracting Officer's Representative:

A. Annual Narrative Report.  
(Monthly Statistical Reports)

Within (120) days after the end of the Contract year of this Contract, the Contractor will prepare an annual report covering the accomplishments and problems encountered during the prior year. The Annual Report shall contain the following statistical information and the report may contain any other statistical information the Contractor deems appropriate:

1. Arrest (adult, juveniles, male/female, classification of offenses);
2. Citations (classified by jurisdiction, adults, juvenile, male/female);
3. Motor Vehicle Accidents (non-injury, injury, fatality);
4. Crime statistics (classified into Part I, Part II, offenses classified by jurisdiction);
5. Patrol activities (classified as residential, dances, etc.);
6. Special Operations conducted (missing person, search and rescues, etc.);
7. Legal process served (classified by jurisdiction, warrants, subpoenas, etc.);
8. Public Assistance Contracts (motorist assistance, family disturbances resulting in counseling, weather information, etc.);
9. Crime Prevention Activities conducted (schools, chapters, etc.);
10. Vehicle Mileage Report
11. Monthly Drug Statistical Report; and
12. Other statistical information and Navajo Division of Public Safety may desire to add.

**B. Internal Reporting Procedures.**

The Contractor will maintain the following information as part of its performance of this Contract, but will not submit this information. However, this information will be available for inspection during the Bureau's yearly monitoring visit:

1. Dispatcher logs;
2. Officer logs;
3. Case reports, including arrest, investigation and incident records;
4. Juvenile records;
5. Individual arrest and disposition records;
6. Evidence records;
7. Booking logs;
8. Payroll records of all employees;
9. Reports of all traffic accidents investigated;
10. Individual background investigation records;
11. Training records and certificates of completion;
12. Codes of Conduct;
13. Jailer logs (Inmate checks);
14. Government-furnished property inventory list;
15. Employee performance appraisal files;
16. Annual physical examination records;
17. Firearms certification records;
18. Criminal case logs;
19. Firearm inventory list; and
20. Except in firearms training, each time a firearm is used for law enforcement purposes, a report shall be filed with a supervisor of the officer who used the



weapon. Whenever use of a weapon results in serious injury or death of any person, the officer who fired the weapon shall be placed on administrative leave, or be assigned to strictly administrative duties pending a thorough investigation of all circumstances surrounding the incident.

- C. **Civil Rights Violations Reports.** In addition to prescribed Navajo Nation reporting guidelines, when a Contract law enforcement officer receives an oral or written allegation that a law enforcement officer employed under this contract has violated the civil rights of any person, the receiving officer shall prepare a written report of the allegation and transmit it through the chain of command to the Navajo Police Department Chief of Police within seven (7) days of receipt of the allegation. No later than seven (7) days after being notified of the allegation, the Navajo Police Department Chief of Police shall submit written notification to the Navajo Department of Criminal Investigations Director, the Navajo Department of Internal Affairs Commander, the Bureau of Indian Affairs, the Navajo Area office, the Federal Bureau of Investigation and the President of the Navajo Nation. If the Navajo Police Department Chief of police, the District Captain or high ranking official is accused of a civil rights violation, the report of the allegation shall be transmitted directly to the Navajo Department of Criminal Investigations Director, the President of the Navajo Nation, the Federal Bureau of Investigation and the Navajo Area office.
- D. **Serious Incident Reports.** In addition to prescribed Navajo Nation reporting guidelines, whenever a serious incident occurs, the Navajo Police Department Chief of Police will report by facsimile or email within 24 hours or the next business day, whichever is earlier, to the Office of Justice Services, District 4 in Albuquerque, New Mexico ("District 4"). The information reported to District 4 by facsimile or email in this initial time frame will be of a preliminary nature. The Chief of Police will report a serious incident on the Navajo Police Department Major Incident Report form which is attached as an exhibit to Attachment D of this Scope of Work. The serious incidents to be reported to the Office of Justice Services include:
1. Serious crimes against persons that have the potential to become high profile cases.
  2. Major, or unusual, drug seizures or drug-related arrests in which the value, amount or circumstances of the seizure has the potential to attract significant media or political attention.
  3. Serious incidents, accidents, or major events involving state, federal, or foreign political government officials or their families.
  4. Actual, attempted, or planned terrorist activity, sabotage or other hostile acts.
  5. Significant law enforcement events that require, or may require, the dispatch of specially trained teams to augment normal law enforcement capabilities.

6. Major natural or man-caused disasters-excluding wildfires-which cause, or have the potential to cause, significant loss of life, injuries, or property damage.
7. The death of, or life threatening injury to, any law enforcement officer incurred during the performance of duty.
8. The discharge of a firearm by an officer toward another individual or the use of a weapon by another individual against an officer or employee.
9. Any use of force by an officer that results in serious injury or death to another individual.
10. All deaths including homicides, traffic-related, unattended, unknown or suicides.

108. **No assignment as Security.** No Police Officer shall be assigned to serve as bodyguards for the President, Vice-President or other politically elected or appointed official of the Navajo Nation government. This does not prohibit any Police Officer from conducting an investigation of criminal offenses or threats of criminal offenses against the President, Vice-President or other politically elected or appointed official of the Navajo Nation.
109. **No Third-Party Beneficiary.** This contract does not and is not intended to create rights in any person(s) or entities other than the contracting parties.
110. **Upward Mobility Plan.** The Upward Mobility Plan is a component of the Police Department as a staff development and training program, which is an educational support service for under graduate and graduate level employees pursuing a Bachelor of Science degree or Masters Degree in Criminal Justice Administration and/or Public/Business Administration, or related fields.

# **Deputation Agreement**

## **Attachment A**

### Deputation Agreement

Whereas, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, the Secretary of the Interior, acting through the Bureau of Indian Affairs (BIA), is responsible for providing, or assisting in providing law enforcement in Indian Country; and

Whereas, the Secretary has delegated this authority to the Assistant Secretary – Indian Affairs and the Assistant Secretary – Indian Affairs has redelegated this authority to the Director of the BIA, who has redelegated it to the Deputy Bureau Director, Office of Services Services (OJS), BIA; and

Whereas, the Assistant Secretary – Indian Affairs is committed to working with tribal governments and tribal law enforcement to strengthen law enforcement in Indian country; and

Whereas, on February 10, 2004, the Assistant Secretary – Indian Affairs articulated policy guidance to the BIA – as published at 69 Fed. Reg. 6,321 – to govern the implementation of Special Law Enforcement Commission Deputation Agreement; and

Whereas, this policy expressly lays out issues regarding good faith efforts on behalf of all parties involved in the aforementioned agreements, including as they relate to liability;

It is therefore resolved that the BIA, Office of Justice Services (OJS) and the Navajo Nation enter into this Deputation Agreement to govern the BIA OJS's issuance of Special Law Enforcement Commissions, pursuant to the Assistant Secretary – Indian Affairs' Cross-Deputation Agreements, Memoranda of Understanding, Memoranda of Agreement, and Special Law Enforcement Commission Deputation Agreements, FR Doc. 04-2842, policy guidance.

This Deputation Agreement is entered into this 1st day of March, 2013, by and between the Navajo Nation, a federally recognized Indian tribe, Division of Public Safety-Law Enforcement/Criminal Investigations and the BIA, OJS, Department of the Interior, pursuant to the authority of the Indian Law Enforcement Reform Act, 25 U.S.C § 2801, *et seq.*, and related Navajo Nation tribal ordinances, which provide for cooperative agreements to promote better law enforcement services.

The intent of this Agreement is to provide for the deputation of law enforcement officers employed by the Navajo Nation Division of Public Safety-Law Enforcement/Criminal Investigations (hereinafter referred to as the [Navajo Nation Division of Public Safety]), which is a party to this Agreement, so that the Navajo Nation Division of Public Safety law enforcement officers will be authorized to assist the BIA in its duties to provide law enforcement services and to make lawful arrests in Indian country within the jurisdiction of the Tribe or as described in section 5. It is the express desire and intent of both parties to this Agreement to allow law enforcement officers to react immediately to observed violations of the law and other emergency situations.

Both parties to this Agreement recognize that when law enforcement officers arrest a criminal suspect, the officers may not know whether the suspect or the victim is an Indian or non-Indian, or whether the arrest or the suspected crime has occurred in Indian country, as defined by 18 U.S.C. § 1151, and that therefore there is great difficulty in determining immediately the proper jurisdiction for the filing of charges. It is further recognized that the official jurisdictional determination will be made by a prosecutor or court from one of the various jurisdictions, not by cross-deputized arresting officers who may deliver the offender to the appropriate detention facility.

The parties further expressly recognize the manifest intent of the Indian Law Enforcement Reform Act to eliminate the uncertainties that previously resulted in the reluctance of various law enforcement agencies to provide services in Indian country for fear of being subjected to tort and civil rights suits as a consequence of the enforcement or carrying out in Indian country of certain federal law. To eliminate such concerns, pursuant to the authority granted by 25 U.S.C. § 2804(a) and (f), a Tribal Law Enforcement Officer who is deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will be deemed an employee of Department of the Interior for purposes of the Federal Tort Claims Act while enforcing or carrying out laws of the United States covered by this deputation agreement, to the extent outlined in this agreement. Both parties to this Agreement (BIA, Tribe) therefore agree as follows:

1. Purpose

The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in Indian country in the State(s) of Arizona, New Mexico, and Utah, and its terms should be interpreted in that spirit. Accordingly, both parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical and other assistance, dispatching, and detention.

This Agreement is not entered into pursuant to the Indian Self Determination Act and Education Assistance Act, P.L. 93-638, as amended, but pursuant to the ILERA and serves as an Appendix to the existing Public Law 93-638 contract for law enforcement services on the Navajo Nation. The Secretary's revocation or termination of this agreement is subject to the appeal and review procedure provided below.

2. Commissions

A. The BIA as a party to this Agreement may, in its discretion, issue special law enforcement commissions to law enforcement officers of another agency, upon the application of such officers. Such commissions shall grant the officers the same law enforcement authority as that of officers of the BIA (unless specifically limited by the terms of the commission), as more specifically described in Section 3 of this Agreement. When the BIA issues such a commission, it shall provide notice of that commission, including the name of the officer receiving the commission, to any other agencies that are parties to this Agreement or that should be aware of this Agreement. The BIA further has the authority to evaluate



the effectiveness of the commissions and to investigate any allegations of misuse of authority. 25 C.F.R. § 12.21. Pursuant to such evaluation the BIA has the authority to revoke a deputation agreement with a law enforcement agency or to revoke an individual officer's SLEC subject to the appeal and review procedures provided below.

- B. A commission shall not be granted unless the applicant has complied with all the prerequisites for appointment as a police officer as set forth in 25 C.F.R. Part 12 and with the specific requirements of the commissioning agency. Those prerequisites must include the following:

1. United States citizenship;
2. A high school diploma or equivalent;
3. No conviction for a felony, a misdemeanor which restricts the ability to carry firearms, or other crime involving moral turpitude (including any convictions expunged from an individual's record);
4. Documentation of semi-annual weapons qualifications; and
5. A finding that the applicant is free of any physical, emotional, or mental condition that might adversely affect his or her performance as a police officer.

Further, an officer seeking an SLEC must not have been found guilty of, or entered a plea of *nolo contendere* or its equivalent (such as an *Alford* plea), or guilty to any felonious offense, or any of certain misdemeanor offenses under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact, or prostitution, or crimes against persons, or offenses committed against children.

- C. The BIA may further impose any other requirements, including, but not limited to, an orientation course on Federal, tribal, or state criminal procedures.
- D. If requested by the BIA, the applicant's agency shall provide a Federal Bureau of Investigation criminal history background check on the applicant.
- E. If BIA denies an officer a commission, it shall disclose the grounds for such denial in writing to the agency which employs the applicant.
- F. Both parties to this agreement may, at any time, suspend or revoke an officer's commission for reasons solely within its discretion. The parties shall notify the officer's agency in writing of the suspension or revocation and the reasons therein and the officer's right to appeal as set forth below. Within ten (10) days after such notification, that agency shall cause the commission card and any other evidence of the commission to be returned to the issuing party.

- G. If the commissioned officer's agency possesses or comes to possess any information on the officer, which provides grounds for the suspension or revocation of the commission, it shall immediately notify the commissioning party.
- H. A commission issued by the BIA under this agreement shall not be used to invoke any State of Arizona, New Mexico, and Utah authority. Officers holding SLECs who are responding to a call, conducting an investigation, or otherwise exercising their authority shall, in their discretion and in the exercise of sound police judgment, address any potential violations of Federal or Tribal law.

3. Scope of Powers Granted

- A. Navajo Nation Division of Public Safety law enforcement officers carrying SLECs issued by the BIA pursuant to this Agreement are given the power to enforce:

All Federal laws applicable within Indian country, and specifically the Navajo Nation's Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153, consistent with the authority conveyed pursuant to Federal law through the issuance of commissions or other delegations of authority. See Appendix A, which includes an illustrative list of Federal statutes that officers may be called upon to enforce; this list is not exhaustive.

- B. Both parties to this Agreement note that the applicability of Federal and tribal laws in Indian country may depend on whether the suspect or the victim is Indian, and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable. (A qualified immunity defense may still be available in appropriate circumstances notwithstanding this limitation.) Accordingly, the purpose of this Agreement is to provide commissioned Navajo Nation Division of Public Safety law enforcement officers the authority to enforce applicable laws. This includes statutes set forth in the local U.S. Attorney Guidelines as well as all laws and statutes applicable in Indian country as described in Section 3.A and Appendix A.
- C. Nothing in this Agreement limits, alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search and seizure, or to issue service of process. Similarly, nothing in this Agreement is intended to impair, limit, or affect the status of any agency or the sovereignty of any government. Lawful actions pursuant to this federal Agreement and a commission issued under it supersede any contrary Tribal, State, or local law, ordinance, or practice.
- D. This Agreement does not create any rights in third parties. Issuance and revocation of SLECs pursuant to this agreement are at the sole discretion of the

BIA. Nothing in this deputation agreement is intended to create or does create an enforceable legal right or private right of action by a law enforcement officer or any other person.

4. Uniform, Vehicles and Weapons

- A. BIA policy requires that BIA police officers will as a rule be in duty-appropriate uniforms, which will conform with the parameters outlined in the BIA Law Enforcement Handbook, carry a weapon where required by their duties and, when stationed in marked police vehicles, will operate such marked police vehicles equipped with light bars. This policy is standard for police forces nationwide, and is necessary for the safety of the officer and to communicate the officer's status and authority to members of the public and to those suspected of criminal activities.
- B. Police officers that are temporarily off duty during a shift, or whose duty is temporarily interrupted for any reason are expected to remain in duty-appropriate uniforms, in a marked vehicle, if so stationed, and otherwise prepared for duty so that they are available to respond to emergency calls.
- C. Police officers and their supervisors may make exceptions to these requirements for undercover operations or otherwise on a case-by-case basis, but deviations from this rule are expected to be infrequent and will usually occur for compelling law-enforcement reasons.

5. Travel Outside of Indian Country

- A. The ordinary duty stations of BIA police officers are located within the boundaries of Indian country. In some situations, however, BIA police officers will be required to leave Indian country as a part of or incidental to their duties. This may occur, for example, where they are responding to an incident in another area of Indian country; where they are transporting evidence or suspects to or from locations in Indian country or to or from other police, court, or prison facilities; when they reside off-reservation and are traveling to their duty station or responding to an emergency call; or when they must obtain products or services located off-reservation while on duty or in the normal course of their business day.
- B. When traveling outside of Indian country, BIA police officers retain their status as Federal law enforcement officials. They are therefore expected as a rule to be in uniform and to operate marked police vehicles as set forth in paragraph 4. They may also be armed; may transport evidence; and may exercise the authority of law enforcement officers to maintain control of suspects in such situations. They may also perform comparable incidental Federal police activities outside of Indian country, but will not as a rule conduct investigations or make arrests outside of Indian country, absent exigent circumstances or: (1) a nexus to a crime committed in Indian country, and (2) communicating and coordinating with the

appropriate local or Federal authorities over procedures and methods.

6. Officers Holding SLECs

- A. Officers holding SLECs are treated as BIA police officers for enforcing Federal laws. They therefore will conform to all requirements and limitations set forth in this agreement and in particular in paragraphs 4 and 5.
- B. In any situation in which an officer holding an SLEC might receive a call related to a potential Federal offense, that officer will as a rule be in uniform and in a vehicle equipped as set forth in paragraph 4.. Such an officer may undertake off-reservation travel as set forth in paragraph 5.
- C. In any situation in which an officer holding an SLEC is responding to a call that may involve a Federal offense, or undertaking any other duties that relate to or may potentially relate to their Federal functions, he or she will conform to the provisions of this agreement, and in particular those in paragraph 5. The officer will function as a BIA police officer as set forth in paragraph 5, irrespective of the boundaries of the Tribe's reservation or the location of Indian country.
- D. When an officer holding an SLEC receives an emergency call in circumstances where a Federal offense may exist, he or she will respond in emergency mode and will travel to the site of the call as rapidly as it is possible to do without compromising safety, irrespective of the boundaries of Indian country or his or her present location. He or she will observe the restrictions on the activation of emergency mode and the precautions for the safety of bystanders required in the BIA, OJS Law Enforcement Handbook and otherwise respond as appropriate and prudent. In instances where the State has criminal jurisdiction in Indian country, and where there is no significant reason to anticipate that a Federal offense may exist with respect to a particular emergency call, Tribal law enforcement officers will respond in accordance with policies and practices set forth under State and local law. But may, in certain circumstances, retain their Federal status.
- E. When located outside of Indian country, officers holding SLECs may respond to observed violations of Federal law in a public safety emergency as appropriate and prudent. Irrespective of their location, officers holding SLECs may only respond to violations of exclusively State law to the extent consistent with that State's law. Officers carrying SLECs may respond to concurrent violations of State and Tribal or Federal laws to the extent consistent with Tribal or Federal law.

7. Disposition and Custody

- A. Any person arrested by an officer commissioned pursuant to this Agreement shall immediately be brought to the attention of a responsible official of the apparent prosecuting jurisdiction. In order to ascertain the proper prosecuting jurisdiction, the officer shall attempt to determine, where practicable, whether the arrestee is

Indian or non-Indian. The official determination of proper jurisdiction, however, will be made by a prosecutor or court, not a law enforcement officer commissioned under this Agreement.

- B. The agency with whom the arresting officer is employed shall ensure the arrestee appears before a judge of the appropriate jurisdiction for initial appearance and bond setting within the time guidelines of the tribal, State, or Federal law as may be appropriate.
- C. In the event an Indian detainee or prisoner under the jurisdiction of the Tribe requires medical treatment, the law enforcement agency with custody may transport the detainee or prisoner to the nearest Indian Health Service or the appropriate Tribal health care facility. In such event, tribal or BIA law enforcement officers shall be notified so that necessary protective services may be provided while the detainee or prisoner is admitted at such health facility.

8. Liabilities and Immunities

- A. It is understood and agreed that each agency which is a party to this Agreement, its agents, employees and insurers do not, by virtue of this Agreement, assume any responsibility or liability for the actions of officers commissioned pursuant to this Agreement which are performed outside the scope of their duties.
- B. Notwithstanding subsection A, any Navajo Nation Division of Public Safety Law Enforcement Officer who is deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will only be deemed an employee of the Department of the Interior for purposes of the Federal Tort Claims Act while carrying out those laws applicable in Indian country as described in Section 3.A and Appendix A. Therefore, such officer will not be deemed a federal employee under 25 U.S.C. § 2804(f)(1), or for purposes of the Federal Tort Claims Act with respect to the enforcement of any other law except those applicable in Indian country as described in Section 3.A and Appendix A. This Agreement does not affect any other extension of Federal Tort Claims Act as conferred by the Indian Self-Determination and Education Assistance Act 25 U.S.C. § 450f.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act.
- E. The Tribe specifically agrees to hold the United States harmless under this Agreement for any civil claim brought against an officer carrying an SLEC arising out of law enforcement activity, except for actions within the scope of authority delegated by this agreement, provided, however, that this hold harmless



provision shall not be applicable to any obligation of the United States arising out of a relationship between the United States and the Tribe not created under this Agreement.

- F. The Tribe agrees that the United States has no obligation under this Agreement to provide legal representation for any constitutional claim for any officer carrying a SLEC except as provided by 28 C.F.R. 50.15(a), such that (1) providing representation would otherwise be in the interest of the United States, and (2) the event from which the claim arises is within the scope of authority delegated by this agreement.

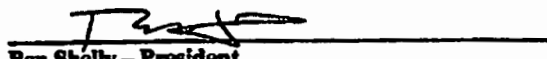
9. Appeal Procedure

Appeals of termination or revocation of this agreement, or suspension or revocation of a commission issued herein, shall be made within 10 business days of the termination, revocation, or suspension to the Associate Director of Operations, BIA, OLESS, which decision shall be the final agency action subject to judicial review under the Administrative Procedure Act (APA), 5 U.S.C. § 551. At the Navajo Nation's option, appeal may be taken to the Interior Board of Indian Appeals (IBIA) to the extent it has jurisdiction.

Signatures:

  
Duwayne Honahni - Special Agent in Charge  
Bureau of Indian Affairs - Office of Justice Services

3/14/2013  
Date

  
Ben Shelly - President  
Navajo Nation

3/13/2013  
Date

All Federal criminal laws applicable to Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153.

All Federal statutes applicable within Navajo Nation (Tribe's) Indian country in Arizona, New Mexico, and Utah which may include, but are not limited to:

1. The Indian country liquor laws, where applicable (18 U.S.C. §§ 1154, 1155, 1156, and 1161),
  2. Counterfeiting Indian Arts and Crafts Board Trade-mark (18 U.S.C. § 1158),
  3. Misrepresentation of Indian produced goods and products (18 U.S.C. § 1159),
  4. Property damaged in committing offense (18 U.S.C. § 1160),
  5. Embezzlement and theft from Indian tribal organizations (18 U.S.C. § 1163),
  6. Destroying boundary and warning signs (18 U.S.C. § 1164),
  7. Hunting, trapping or fishing on Indian land (18 U.S.C. § 1165),
  8. Theft from gaming establishments on Indian land (18 U.S.C. § 1167),
  9. Theft by officers or employees of gaming establishments on Indian land (18 U.S.C. § 1168),
  10. Reporting of child abuse (18 U.S.C. § 1169),
  11. Felon in possession of a firearm (18 U.S.C. § 922(g)),
  12. Youth Handgun Safety Act (18 U.S.C. § 922(x) (2)),
  13. Possession of a firearm while subject to protective order 18 U.S.C. § 922(g) (8)),
  14. Interstate domestic violence - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (1)),
  15. Interstate domestic violence - Causing the crossing of a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (2)),
  16. Interstate violation of protective order - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2262),
  17. Illegal trafficking in Native American human remains and cultural items (18 U.S.C. § 1170),
  18. Lacey Act violations (16 U.S.C. § 3371, *et seq.*),
  19. Archaeological Resource Protection Act violations (16 U.S.C. § 470ee),
  20. Controlled substances - Distribution or possession (21 U.S.C. §§ 841(a) (1), 844),
  21. Unauthorized taking of trees (18 U.S.C. § 1853),
  22. Unauthorized setting of fire (18 U.S.C. § 1855),
  23. Assault of a Federal officer (18 U.S.C. § 111),
  24. Bribery of tribal official (18 U.S.C. § 666(a) (2)),
- This list is not exhaustive.

**§ 222. Contracts or other papers generally**

All contracts or agreements entered into pursuant to the Navajo Nation Procurement Code, to the extent applicable, or approved by the Navajo Nation Council, or its Committees shall be executed in the following manner:

A. The President or the Vice-President of the Navajo Nation or their designee shall execute contracts or agreements pertaining to the Executive Branch;

B. The Chief Justice of the Navajo Nation or their designee shall execute contracts or agreements pertaining to the Judicial Branch; and

C. The Speaker of the Navajo Nation Council or their designee shall execute contracts or agreements pertaining to the Legislative Branch.

D. The Chapter President of the Navajo Nation Chapter shall execute contracts or agreements pertaining to the Chapter.

**§ 223. Contracts**

Except as otherwise provided, any contract authorized to be executed on behalf of the Navajo Nation shall meet the following conditions:

A. All contracts involving the expenditure of funds shall expressly state that the liability of the Navajo Nation under such contract is contingent upon the availability of appropriations by the Navajo Nation Council to carry out the same.

B. All contracts shall have sufficient funds appropriated and available.

C. Contracts shall not waive the sovereign immunity of the Navajo Nation or its entities unless approved by two-thirds (2/3) vote of the full membership of the Navajo Nation Council. This provision shall not apply to authority to waive immunity properly delegated.

GOVERNMENT

NAVAJO NATION GOVERNMENT

2 N.N.C. § 1005

1003. Vice-President

- A. There shall be one Vice-President of the Navajo Nation.
- B. He/she shall be elected for a term of four years.
- C. The Vice-President shall serve no more than two terms.

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History

CD-68-89, December 15, 1989.  
CJA-1-63, January 10, 1963.

Rules governing Tribal Council, July 1938,  
Ch. 111, §§ 4-5, 1954 Res. p. 190.

Library References

Indiana § 32(6).  
Westlaw Topic No. 209.  
C.J.S. Indiana § 51.

§ 1004. Qualifications

- A. No person shall serve as President or as Vice-President of the Navajo Nation unless he/she is an enrolled member of the Navajo Nation, 30 years old or older.
- B. No person shall serve as President or Vice-President of the Navajo Nation unless he/she has continually, during the last three years before the time of election been physically present within the Navajo Nation. The "Navajo Nation" is defined at 7 N.N.C. § 254.

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History

CD-68-89, December 15, 1989. Rules gov-  
erning Tribal Council, July 1938, Ch. 111,  
§§ 7-8, 1954 Res. pp. 196-198.

Cross References

Navajo Nation Election Code, see 11 N.N.C. § 1, et seq.

Library References

Indiana § 32(6).  
Westlaw Topic No. 209.  
C.J.S. Indiana § 51.

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§ 1005. Powers and duties

A. The President of the Navajo Nation shall serve as the Chief Executive Officer of the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and programs of the Navajo Nation. He/she shall have fiduciary responsibility for the proper and efficient operation of all Executive Branch offices.

B. The President shall represent the Navajo Nation in relations with governmental and private agencies and create favorable public opinion and good will toward the Navajo Nation.

- C. The President shall have the following enumerated powers:
  - 1. Faithfully execute and enforce the laws of the Navajo Nation.

ouncil, July 1938,  
6.



## 2 N.N.C. § 1005

## NAVAJO NATION GOVERNMENT

2. Negotiate and execute contracts subject to applicable laws.
  3. Appoint supervisory executive personnel subject to applicable laws.
  4. Appoint members of boards, commissions, and other entities subject to applicable laws.
  5. Report quarterly to the Navajo Nation Council on the state of the Navajo Nation.
  6. Recommend to the Budget and Finance Committee an annual operating budget or amendments thereof for the Executive Branch and advise the Navajo Nation Council on the annual budget recommended by the Budget and Finance Committee.
  7. Recommend to the Navajo Nation Council supplemental appropriations for the Executive Branch.
  8. Recommend legislation, rules or regulations to the Navajo Nation Council or its Committees.
  9. Exercise such powers as may be lawfully delegated to the Office of the President of the Navajo Nation.
  10. Sign legislation passed by the Navajo Nation Council into Navajo law within ten calendar days after the certification of the legislation by the Speaker or Speaker Pro Tem.
  11. Veto legislation passed by the Navajo Nation Council subject to an override of the veto by two-thirds (2/3) vote of the membership of the Navajo Nation Council. The veto shall be exercised by the President by a letter to the Speaker specifying the reasons for the veto. The President's veto shall not be subject to an override by the Navajo Nation Council after the end of the next regular session of the Navajo Nation Council following the session in which the legislation was first passed by the Council.
  12. The President's authority to sign into law or veto legislation shall be deemed to be waived if not exercised within ten calendar days after certification of the legislation by the Speaker or Speaker Pro Tem and the legislation shall be deemed enacted and become effective pursuant to 2 N.N.C. § 221.
  13. Speak and act for the Navajo Nation on any and all matters relating to the Navajo-Hopi land dispute subject to applicable laws.
  14. Issue executive orders for the purpose of interpreting, implementing or giving administrative effect to statutes of the Navajo Nation in the manner set forth in such statutes. Executive orders shall have the force of law upon the recipient.
- D. The Vice-President of the Navajo Nation, during the absence of the President, shall exercise the powers and execute the duties of the President of the Navajo Nation.

### History

CAU-48-03, August 29, 2003. Overrode Presidential Veto of CJY-32-03.  
CJY-32-03, July 22, 2003. Added Subsections B(10), (12) and (14). Amended Subsection B(11) and Renumbered within Subsection B.

GSCF-10-91, January 9, 1991. Added Subsection (C)(11).  
CD-68-89, December 15, 1989.  
CAU-30-59, August 6, 1959.  
CJ-13-53, January 6, 1953.

## NAVAJO NATION

Order governing Title III, §§ 3-6, 1954

Indians § 32(6).  
Westlaw Topic No. 1  
C.J.S. Indians § 51.

### 1006. Vacancy

If a vacancy shall occur in the President or the President of the Navajo Nation shall serve the remainder of the term of the President or the President of the Navajo Nation Council in a special election in the Board of Election Code. Service by the Office of the Special

CD-68-89, December 15, 1989.  
CJ-13-53, January 6, 1953.

Indians § 32(6).  
Westlaw Topic No. 1  
C.J.S. Indians § 51

### § 1007. Residence

Residences shall be provided for the President or Vice President of the Navajo Nation at no charge, to the Navajo Nation or elsewhere.

CD-68-89, December 15, 1989.  
CJ-13-53, January 6, 1953.  
CO-69-53, October 1, 1953.

Indians § 32(6).  
Westlaw Topic No. 1  
C.J.S. Indians § 51



**04-04 SPECIAL LAW  
ENFORCEMENT  
COMMISSIONS POLICY**

**Attachment B**

#### **4-04 SPECIAL LAW ENFORCEMENT COMMISSIONS**

##### **POLICY**

The Bureau of Indian Affairs (BIA), Office of Justice Services (OJS) issues Special Law Enforcement Commissions (SLECs) to Tribal, Federal, state, and local full-time certified law enforcement officers who will serve without compensation from the Federal government. This process allows BIA to obtain active assistance in the enforcement of Federal criminal statutes and Federal hunting and fishing regulations in Indian country.

##### **RULES AND PROCEDURES**

#### **4-04-01 AUTHORITY TO ISSUE, RENEW, AND REVOKE DEPUTATION AGREEMENTS AND SLECs**

- A. Authority to enter into Deputation Agreements and SLECs is based on Title 25, United States Code, Section 2804 (Pub. L. 101-378), 25 C.F.R. Part 12, and the Tribal Law and Order Act of 2010 (Pub.L. 111-211)..

B. Line Authority to Enter into Deputation Agreements and issue SLECs

Authority to enter into Deputation Agreements and issue is delegated in 3 Indian Affairs Manual 2.8 to the Deputy Bureau Director, OJS. The Deputy Bureau Director has delegated to the District Special Agents in Charge (District SACs) the authority to enter into OJS- and Solicitor's Office-approved Deputation Agreements and the authority to sign SLEC cards granted pursuant to Deputation Agreements.

C. Issuance of SLECs Exclusively for Legitimate Law Enforcement Need

SLECs are to be issued or renewed at BIA-OJS discretion and only when legitimate law enforcement need requires issuance. SLECs are not to be issued solely for the furtherance of inter-agency or public relations. Such decisions by the BIA-OJS are non-appealable.

D. Deputation Agreements

1. The District SAC may enter into a Deputation Agreement with tribal, Federal, state, or other government law enforcement agencies to aid in the enforcement or carrying out of Federal laws in Indian country. Deputation Agreements with tribal law enforcement agencies require authorizing resolutions from the tribes.
2. Any Deputation Agreement that differs in any respect from the Model Deputation Agreement must be explicitly approved by the Deputy Bureau Director, OJS and by the Solicitor's Office before it can be executed.

3. Before executing a Deputation Agreement, the District SAC shall:
  - make a written determination that the applicant law enforcement agency has written law enforcement policies and procedures in place that are at least as stringent as those of BIA-OJS, and
  - obtain the Deputy Bureau Director's concurrence with the decision to issue the Deputation Agreement.
4. BIA-OJS shall continuously evaluate the effectiveness of the SLECs, in accordance with 25 C.F.R. § 12.21(a).
5. BIA-OJS may revoke an SLEC, pursuant to 25 C.F.R. § 12.21(a), if BIA-OJS finds that the officer holding the SLEC has misused his or her authority or that the SLEC is not effective in meeting its purpose. BIA-OJS may suspend an SLEC while investigating allegations of the officer's misuse of authority.
6. The BIA-OJS Central Office East (COE) shall ensure that all signed Deputation Agreements and tribal resolutions are converted to an electronic format and posted to the SLEC Tracking System.

**E. Deputation Agreements with Tribal, State, and Local Law Enforcement Agencies**

1. Before BIA-OJS enters into a Deputation Agreement with a state or local law enforcement agency to provide law enforcement within a tribe's jurisdiction, BIA-OJS shall have an authorizing resolution from the appropriate tribal government, supporting the Deputation Agreement with the state or local law enforcement agency.
2. Agreements for one tribe to provide officers within another tribe's jurisdiction, for the purpose of enforcing Federal law, must include authorizing resolutions from both the tribe providing officers and the recipient tribe. If BIA-OJS determines that there is an emergency situation, this requirement may be temporarily waived, at the discretion of BIA-OJS, until the emergency situation is under control.
3. An SLEC officer acting under the authority granted by a Deputation Agreement, and within the scope of his or her duties, shall be considered an employee of the U.S. Department of the Interior for purposes of:
  - a. 5 U.S.C. § 3374(c)(2) (coverage under the FTCA)
  - b. 18 U.S.C. §§ 111 and 1114 (assault and protection of officers)
  - c. 5 U.S.C. §§ 8191- 8193 (compensation for work injuries)

**F. Standards for Issuance of SLECs**

Applicants for an SLEC must meet the following minimum requirements:

1. The applicant must be a United States citizen;
2. The applicant must have a high school diploma or equivalent;
3. The applicant must be at least 21 years of age;
4. The applicant must possess a valid driver's license;
5. The applicant must be a full-time certified law enforcement officer of a Federal, state, local or tribal law enforcement agency. Such certification shall meet the Peace Officer Standards of Training (POST) requirements for any state certification and shall be consistent with standards accepted by the Federal Law Enforcement Training Accreditation (FLETA). SLEC applicants who work for a federal law enforcement agency must provide evidence of Federal certification that shall be consistent with standards accepted by FLETA.
6. The applicant must have passed his or her law enforcement agency's firearms qualification course; must have been certified within six months preceding the issuance of the SLEC; and must continue to be certified every six months within the period immediately preceding the issuance of, and during the term of the SLEC. Verification of firearms qualification shall be submitted every six months to the District SAC and shall be maintained with the District's SLEC records;
7. The applicant must never have been convicted of a felony offense;
8. The applicant must not have been convicted of a misdemeanor offense within the one-year period preceding the issuance of the SLEC, with the exception of minor traffic offenses, excluding misdemeanor DUI/DWI convictions;
9. The applicant must never have been convicted of a misdemeanor crime involving moral turpitude (including any convictions expunged from the applicant's record);
10. The applicant must never have been convicted of a misdemeanor crime of domestic abuse that prevents the applicant from possessing a firearm or ammunition pursuant to Section 658 of Public Law 104-208 (the 1986 amendment to the Gun Control Act of 1968), 18 U.S.C. § 922(g)(9);
11. The applicant must sign a "Domestic Violence Waiver" certifying that the applicant has never been convicted of a domestic violence offense, including convictions in a tribal court;
12. The applicant must have successfully passed the Criminal Jurisdiction in Indian Country (CJIC) examination with a score of 70 % or higher;
13. If the applicant is a graduate of the Indian Police Academy's Basic Police Officer Training Program, the applicant is considered to have met the mandated training requirements, so long as the SLEC application is made within three years of the applicant's graduation; and
14. Pursuant to 25 U.S.C. § 3207(b), an applicant seeking an SLEC must not have been found guilty of, or entered a plea of *nolo contendere* or its equivalent (such as an Afford plea), to any felonious offense, or any two or more misdemeanor offenses, under Federal, state, or tribal law

involving crimes of violence, sexual assault, molestation, exploitation, prostitution, crimes against persons, or offenses committed against children.

**G. SLECs do not authorize access to "classified" information.**

**H. Required Information on SLEC Cards**

Each SLEC card shall display the following data:

1. Name and recent photograph of the SLEC holder;
2. Date of issuance, date of expiration, title or position of the SLEC holder, the SLEC holder's agency/department, and control number;
3. Signature of the Authorizing Official; and
4. Signature of the SLEC holder.

**I. Maintenance of SLEC Records**

1. The District SAC shall keep a record of all outstanding SLECs, which is subject to review. The record will include, but is not limited to, the name and department of each SLEC holder, the date of issuance of the SLEC, and a copy of the signed Deputation Agreement.
2. Each District SAC shall be responsible for ensuring that all SLECs issued or revoked in the District are recorded in the SLEC Tracking System.

**J. Orientation Includes Authority Conferred by SLEC**

The Indian Police Academy (IPA) shall sponsor or host regional training sessions in Indian Country, not less frequently than every six months, to educate and certify candidates for the SLEC. These training sessions will provide a minimum course of instruction, focusing particularly on Federal jurisdiction, Federal law, and the authority that the SLEC confers. This course must be successfully completed before the District SAC issues the SLEC.

**K. Federal Liability for SLEC Holders**

The SLEC grants the holder specific Federal authority and responsibility, and, as a result, places a high level of liability risk on the U.S. Government. To reduce liability risks for the Government, the District SAC is responsible for ensuring that all requirements are satisfied before issuing the SLEC.

**L. Renewal of SLECs**

An SLEC holder shall apply for renewal of the SLEC 90 days before the

SLEC expires.

**M. Expiration of SLECs**

SLECs expire five years from the date of issuance.

**N. Revocation of SLECs**

SLECs may be revoked for cause. Cause for revocation includes, but is not limited to, the following:

1. Resignation/termination from law enforcement;
2. Providing false information on an SLEC application;
3. A sustained allegation of serious misconduct;
4. Giglio-Henthorne issues affecting the officer's ability to perform duties;
5. Sustained allegations of misuse of SLEC authority as described in 28 C.F.R. §12.21(a); or
6. Termination of the Deputation Agreement.

**O. Suspension of SLECs**

SLECs may be suspended for cause. The chief law enforcement officer of the law enforcement agency employing the SLEC holder shall ensure that the SLEC is confiscated and held until a determination is made regarding the cause for suspension. If applicable, the chief law enforcement officer shall notify the District SAC of a decision regarding the suspended SLEC. Cause for suspension includes, but is not limited to, the following:

1. An active criminal investigation involving the SLEC holder;
2. An active internal affairs investigation involving the SLEC holder.
3. An active investigation of misuse of SLEC authority.

**4-04-02 SLEC APPLICATIONS**

A. After a Deputation Agreement has been executed, SLEC applicants shall submit their completed Application for SLECs (Application) to the District SAC.

B. The completed Application shall include:

1. A Domestic Violence Waiver signed by the applicant;
2. Verification of training at a state POST academy or IPA;
3. Current firearms qualifications (at least 80 %);
4. Certification from the Indian Police Academy that the applicant passed the Criminal Jurisdiction in Indian Country course examination with a score of 70% or higher;
5. Written acknowledgement that the applicant has reviewed and agrees to comply with the BIA-OJS Code of Conduct;



6. A Standard Form SF-87 fingerprint chart; and
7. An official high school diploma or GED certificate.

#### **4-04-03 CLEARANCE AND ISSUANCE OF SLECs**

- A. The District SAC shall verify that a thorough background investigation has been conducted on the applicant. If a thorough background investigation has not been completed and adjudicated, the applicant shall not be issued the SLEC.
- B. A thorough background investigation shall consist of the following:
  1. Verification that the applicant is a U.S. citizen;
  2. Verification that the applicant is at least 21 years of age;
  3. Verification that the applicant has a high school diploma or GED;
  4. A criminal history check of tribal, municipal, county, state and federal records where the applicant has resided for the past ten years, to include any misdemeanor or felony offense;
  5. A credit history check for the past seven years;
  6. Interviews with listed and developed references, including previous employers for the last seven years;
  7. A driver's license check;
  8. A fingerprint card cleared through the Federal Bureau of Investigation (FBI) to determine criminal record; and
  9. Written identification of any disqualifying factors, which include:
    - a. misconduct or negligence in prior employment which would have a bearing on effective service or interfere with or prevent effective performance;
    - b. criminal or dishonest conduct related to the duties to be assigned;
    - c. intentional false statement or deception or fraud in examination or appointment;
    - d. alcohol abuse of a nature and duration which suggests the applicant would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others;
    - e. illegal use of narcotics, drugs, or other controlled substances;
    - f. knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; or
    - g. any statutory bar which prevents the lawful employment of the person involved in the position in question.
- C. Applicants who are employed by a law enforcement agency that requires, as a pre-employment condition, that they be fingerprinted and undergo a background investigation no less stringent than that required of a BIA-OJS officer may provide documentation of such background clearance. The employing chief law enforcement officer shall attest and certify in writing, on department letterhead, that the applicant has met all requirements for the SLEC, including a full background investigation that has been

adjudicated by trained and qualified security professionals, and an FBI criminal history check.

- D. The Application must be fully completed and attested to by the chief law enforcement officer of the law enforcement agency for which the applicant is a full-time officer.
- E. The District SAC shall issue an SLEC within 60 days after determining that all requirements are met.

#### **4-04-04 RENEWAL OF SLECs**

- A. The District SAC shall certify in writing that a continuing need exists for commissioning officers of the renewal applicant's employing agency.
- B. The renewal applicant shall submit a Renewal Application, which shall consist of the following:
  - 1. An up-to-date Application;
  - 2. A letter of verification from the chief law enforcement officer of the renewal applicant's employing agency that an updated background investigation was completed and adjudicated within one year of the Renewal Application;
  - 3. Evidence from the Indian Police Academy that the renewal applicant passed the Criminal Jurisdiction in Indian country Update online examination, with a score of 70% or higher, within six months before submitting the Renewal Application.
- C. The chief law enforcement officer of the applicant's employing agency shall attest and certify in writing, on department letterhead, that all information on an applicant's Renewal Application is accurate.
- D. The District SAC shall issue an SLEC within 60 days after determining that all requirements are met.

#### **4-04-05 RETURN OF SLECs**

The chief law enforcement officer of the applicant's employing agency shall agree, in writing, to assume responsibility for returning the SLEC card to the District SAC when one of the following conditions occurs:

- 1. The SLEC has expired.
- 2. The SLEC holder terminates employment as a full-time peace officer for any reason.
- 3. The SLEC holder is transferred to another area of jurisdiction.

4. The SLEC holder is suspended by the employing agency for any reason.
5. The SLEC holder is under indictment or has been charged with a serious crime or any other disqualifying factor as specified in the Deputation Agreement.
6. The SLEC is revoked by BIA-OJS for cause.
7. The tribe having jurisdiction has adopted a resolution objecting to the use of SLEC personnel of a non-Federal agency within the tribe's jurisdiction.

#### **4-04-06 SLEC TRACKING SYSTEM**

The District SAC or designee shall, immediately upon receiving an Application, enter the following data into the SLEC Tracking System:

1. Applicant's Last Name
2. Applicant's First Name
3. Applicant's Date of Birth
4. Applicant's Middle Initial (if applicable)
5. Date SLEC Issued to Applicant
6. SLEC Control Number
7. Applicant's Agency/Department
8. Applicant's Social Security Number
9. Comments (Optional)
10. SLEC Status
  - a. Undetermined
  - b. Issued
  - c. Denied
  - d. Suspended
  - e. Revoked
  - f. Expired
11. Reason for SLEC Status  
If the applicant's SLEC is expired, suspended, or revoked, a reason or cause must be noted in the comments (e.g., applicant under investigation, resigned, or was terminated).

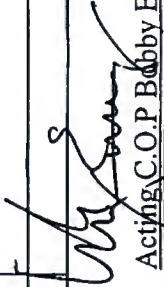

#### **4-04-07 APPEAL PROCEDURE**

Appeals of termination or revocation of a Deputation Agreement or suspension or revocation of an SLEC shall be made within 15 days of termination, revocation, or suspension to the BIA-OJS Associate Director of Operations, whose decision shall be the final agency action under the Administrative Procedure Act, 5 U.S.C. § 551.

# **Budget**

**Attachment “B”**

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

<b>Part I. - Program Information:</b>			
A. Program / Division:		NDPS Law Enforcement	
B. Contract No.:		A16AV00383	
<b>Part II. - Budget Information:</b>			
A	B	C	D
<b>Cost Type</b>	<b>Title of Cost Type</b>	<b>Description on the purpose of the budget.</b>	<b>Budget Amount</b>
2001	Personnel Salary	Total personnel cost for regular pay	\$13,100,055.00
2900	Fringe Benefit	Total fringe benefit cost for regular pay	\$6,484,527.00
3000	Travel		
3500	Meeting		
4000	Supplies	Equipment for law enforcement apparatus, ammunition, general office supplies	\$290,980.00
5000	Lease & Rental	Meeting space, storage spaces and equipment rentals	\$18,120.00
5500	Communication & Utilities	Telephone expenses, cell phones, internet cost	\$2,575.00
6000	Repairs & Maintenance	Building repair and maintenance, external contractors	\$20,875.00
6500	Contractual Service	Consultant cost	
7000	Special Transactions	Publications, Professional dues, Insurance Premiums	\$121,700.00
8000	Assistance		
9000	Capital Outlay		
9700	Indirect Cost		
<b>Total Budget</b>			\$20,038,832.00
<b>Part III. - Signatures:</b>			
 Acting C.O.P Bobby Etsitty		 Jesse Delmar	
<b>Program Manager / Date</b>		<b>Division Director / Date</b>	

RECEIVED

2016 AUG 22 AM 8 59

OFFICE OF THE COMPTROLLER





**Government Performance Results Act**  
**GPRA**

**NONE REQUIRED**

**Attachment "C"**

## **Additional Report(s)**

**Attachment "D"**



NAVAJO DIVISION OF PUBLIC SAFETY  
NAVAJO POLICE DEPARTMENT  
REPORT OF MAJOR INCIDENT



OFFENSE:				CASE NUMBER:			
LOCATION:				DISTRICT:			
DATE and TIME OF INCIDENT:				DATE & TIME REPORTED:			
REPORTING PERSON:							

VICTIM(S)	DOB:	CENSUS#	SS#	ADDRESS (PHYSICAL)

WITNESS(ES)	DOB:	CENSUS#	SS#	ADDRESS (PHYSICAL)

SUSPECT(ES)	DOB:	CENSUS#	SS#	ADDRESS (PHYSICAL)

SUMMARY OF INCIDENT:	<input type="checkbox"/> WEAPON USED	<input type="checkbox"/> ALCOHOL	<input type="checkbox"/> INJURY	<input type="checkbox"/> DRUGS	<input type="checkbox"/> KILLED	<input type="checkbox"/> FEDERAL/TRIBAL

NDPS RADIO DISPATCHER ON DUTY: _____			
PATROL OFFICER(S) ASSIGNED: _____			
C.I.S. INVESTIGATOR(S) ASSIGNED: _____			
NOTIFIED:			
AUSA: _____	DATE/TIME: _____	<input type="checkbox"/> FAX	<input type="checkbox"/> TELEPHONE
F.B.I.: _____	DATE/TIME: _____	<input type="checkbox"/> FAX	<input type="checkbox"/> TELEPHONE
HDQ'S: _____	DATE/TIME: _____	<input type="checkbox"/> FAX	<input type="checkbox"/> TELEPHONE
NEXT OF KIN: _____	DATE/TIME: _____	<input type="checkbox"/> FAX	<input type="checkbox"/> TELEPHONE
INVESTIGATION DISPOSITION: <input type="checkbox"/> OPEN <input type="checkbox"/> CLOSE <input type="checkbox"/> PENDING <input type="checkbox"/> UNADDRESS			
COMPLETED BY: _____		CHIEF OF POLICE: _____	



NAVAJO POLICE DEPARTMENT DRUG ENFORCEMENT UNIT  
MONTHLY/CUMULATIVE DRUG REPORT

MONTH: YEAR: DISTRICT OFFICE: Navajo Police Drug & Gang Enforcement

AGENCY/TRIBAL POLICE DEPT.: Navajo Nation

		MONTHLY TOTAL	YEAR TO DATE TOTALS	
1. DRUG CASES OPENED				
2. DRUG ARRESTS	ADULT FEMALE/MALE	0 male / 0 female		
3. DRUG ARRESTS	JUVENILE FEMALE/MALE	0 males		
4. FEDERAL/FELONY CASES		0		
5. TRIBAL/MISDEMEANOR CASES		0		
6. ASSETS SEIZED	A. CASH SEIZED	\$00.00		
	B. VEHICLES/VALUE	0 \$0		
	C. REAL ESTATE/VALUE	0 \$0		
	D. OTHER VALUE	0 \$0		
TOTAL VALUE ASSETS SEIZED				

7. FIREARMS SEIZED	0	3
8. BOOBY TRAPS	0	
9. CLANDESTINE LABS SEIZED	0	
10. INDOOR MARIJUANA OPERATIONS SEIZED	0	
11. TOTAL MARIJUANA PLANTS SEIZED	0	
12. TOTAL VALUE OF MARIJUANA PLANTS SEIZED *	0	

5. Each individual plant is estimated at \$1,500.00, no matter what size the plant.

OTHER DRUGS SEIZED/AMOUNT/VALUE

13. PROCESSED MARIJUANA

14. CRACK COCAINE

15. COCAINE

16. METHAMPHETAMINE (POWDER)

17. ICE/GLASS (METHAMPHETAMINE)

18. MDMA (ECSTASY)

19. HEROIN

OTHER DRUGS SEIZED/AMOUNT/VALUE

20. Liquor (40 ounce Bottles)

21. Liquor (12 ounce Cans/Bottles)

22.

23.

PHARMACEUTICALS AND OTHER NARCOTICS/AMOUNT/VALUE

24. PERCOCET

25. OXYCODONE

26.

27.

28. TOTAL VALUE OF ALL DRUGS SEIZED (#12 + #13 thru #27)

AMOUNT	VALUE	AMOUNT	VALUE
0		0grams	\$0.00
0		0grams	\$0.00

AMOUNT	
	\$0.00

AMOUNT	
0	\$0.00

# UCR SUMMARY EXCEL WORKBOOK

The FBI UCR Program is providing this UCR Summary Excel Workbook to law enforcement agencies who are otherwise unable to submit monthly UCR data via electronic means.

be used in place of the standard, OMB-approved UCR crime-reporting forms and submitted to the UCR Program on a monthly basis.

to submit a later update, please make the appropriate change in your existing file and re-submit the entire workbook.

## Usage Information

worksheets (tabs).

can be returned to at any time. The fields are broken down into two categories: Required and Optional. The three required fields (ORI, Month of Report, and Year of Report) are mandatory – the FBI cannot compile your data without these fields. The required fields will automatically be populated throughout the UCR form tabs. The optional fields do not affect data processing, but like the required fields, they will automatically be populated throughout the UCR form tabs.

Also on the Agency Information tab is the UCR Workbook Options Box. This box is meant to be a replacement for the "nothing to report" checkboxes present on the Return A form. For each form in the UCR Summary Excel Workbook, the UCR Workbook Options Box contains three options:

### 1. Original Report / Zero Report

incidents for the month.

b. Example: For January 2014, you are submitting Return A, Return A Supplement, LEOKA, ASR, Arson, and SHR. You had no LEOKA, Arson, or SHR data. You would select "Original Values/Zero Report" for every form, and simply leave the LEOKA, Arson, and SHR forms blank. Also, you are not reporting Police Employees, Hate Crime, Human Trafficking, or Cargo Theft so you would select "No Change/No Report".

UCR Workbook Options			
Please select the type of submission for each form listed below.			
Report	Original Report / Zero Report ?	Adjustment ?	No Change / No Report ?
Return A	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Return A Supplement	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
LEOKA	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
ASR	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Arson	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
SHR	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Police Employees (Annual Report)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Hate Crime	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Human Trafficking	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Cargo Theft		
Settings	Generate Summary File(s)	Start New Workbook

## 2. Adjustment

- Select this option if you are resubmitting data for any form in a given month.
- Example: You notice that some of the January 2014 numbers were off, requiring updates of Return A and ASR for that month. You would select "Adjustment" for Return A and ASR and set everything else to "No Change/No Report" since the other reports have been previously submitted.

UCR Workbook Options						
Please select the type of submission for each form listed below.						
Report	Original Report / Zero Report ?	Adjustment ?	No Change / No Report ?			
Return A	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>			
Return A Supplement	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
LEOKA	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
ASR	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>			
Arson	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
SHR	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
Police Employees (Annual Report)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
Hate Crime	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
Human Trafficking	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
Cargo Theft	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
<table border="1"> <tr> <td>Settings</td> <td>Generate Summary File(s)</td> <td>Start New Workbook</td> </tr> </table>				Settings	Generate Summary File(s)	Start New Workbook
Settings	Generate Summary File(s)	Start New Workbook				

## 3. No Change / No Report

certain forms did not change from the original submission. Alternately, you can use this option to let us know that you do not wish to submit a particular form.

- Example: With the adjustment example from above, you would select "No Change/No Report" for every form except for the forms being adjusted.

"Original Values/Zero Report" for every form except Hate Crime or Cargo Theft, and select "No Change/No Report" for the Hate Crime or Cargo Theft forms.

UCR Workbook Option			
Please select the type of submission for each form listed below.			
Report	Original Report / Zero Report ?	Adjustment ?	No Change / No Report ?
Return A	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Return A Supplement	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



LEOKA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ASR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Arson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SHR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Police Employees (Annual Report)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hate Crime	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Human Trafficking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cargo Theft	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Settings
Generate Summary File(s)
Start New Workbook

Note that the option buttons for ASR apply to BOTH forms (both Adult and Juvenile) as neither form may be submitted without the other. The same goes for SHR – though there are two tabs in the UCR Summary Excel Workbook (representing the two sides of the OMB-approved paper form), the two worksheets represent a single form.

The remaining tabs in the UCR Summary Excel Workbook represent the standard OMB-approved UCR paper forms and have been formatted to look as familiar as possible. These forms should be filled out exactly as you would fill out the paper forms, and they may be filled out in any order.

On every tab in the Workbook, certain fields are highlighted light yellow. These fields are the only fields where data can be entered and, in most cases, should all contain data. The exception is the Optional fields on the Agency Information Tab.

All fields that are not highlighted light yellow are locked, that is, unable to be entered in or to have data entered into them. To reduce data entry time and increase accuracy, all totals on every form are computed via formulas and may not be manually entered.

All yellow cells on every form must be whole numbers with no decimals or special characters (\$, !, @, etc.) In most cases these numbers must be between 0 and 99999, though in some cases (arson values, stolen property, population) larger numbers are allowed as well as negative numbers.

Any cells which are highlighted light yellow, but which indicate an error and therefore should be corrected before saving the UCR Workbook. In some instances, you will be required to make the change before saving is allowed to occur while in other instances the highlighted cells are simply a warning that data values do not match.

Please note that the majority of the fields on the SHR forms will open up an option box when clicked. We ask that you please choose one of the available options and do not enter any other data in those fields.

In order to preserve the visual integrity of the OMB-approved forms, some cells are merged together. Note that if you are using the Tab key to move between cells on a form, these merged cells may require you to hit Tab several times before the cursor will move past the merged cell.

#### Additional Considerations

presented, with the exception of changed numbers. Do not empty out the other forms. Use the Options Box on the Agency Information tab to indicate which form(s) have changed (click the Adjustment button for that form or forms) and which have not (click the "No Change/No Report" button for those forms). With this in mind, we suggest that you save a copy of each month's completed workbook for your records, in the event that you need to re-submit a form later on.

The UCR form worksheets were modeled after the paper UCR forms such that when the worksheets are printed, they are nearly identical to their official paper versions. No information has been added to or removed from the forms with the exception of the yellow highlighting to increase visibility of editable fields.

The UCR Summary Excel Workbook makes heavy use of Excel macros. You may be required to allow these macros to run each time you open the UCR Summary Excel Workbook. It is also possible to set Excel to always accept macros, but doing so could lead to accidental infection by malicious macros in the future and should be discussed with your technical staff.

# Required Fields

Agency Identifier (7 or 9 digit ORI)	
Month of Report	
Year of Report (YYYY)	
<b>Optional Fields</b>	
Agency	
City	
County	
State	
Population	
Prepared By *	
Title of Preparer	
Telephone Number *	
Email Address *	
Commanding Officer, or Supervisor	
Date Prepared	

\*Note: Please provide your contact information

Application Version 1.7

**WARNING: ORI Not Recognized**

## UCR Tally Book Options

Please select the type of submission for each form listed below.

Report	Original Report / Zero Report ?	Adjustment ?	No Change / No Report ?
Return A	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Return A Supplement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
LEOKA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ASR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Arson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SHR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Police Employees (Annual Report)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hate Crime	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Human Trafficking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cargo Theft	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>





INCIDENT REPORT

File: UCR Summary Excel Tally Book\_v1.7

ARSON		AGE, SEX, RACE, ETHNICITY	
Offenses Where Structure Uninhabited, Abandoned, or not Normally In Use	Estimated Value of Property Damaged	NUMBER OF ARRESTEES	AGE / SEX / RACE / ETHNICITY / JUVENILE DISPOSITION



OPTIONAL FIELD	
NARRATIVE	

PROPERTY RECOVERED

File: UCR Summary Excel Tally Book\_v1.7

INCIDENT		MOTOR VEHICLES RECOVERED				PROPERTY RECOVERED				
AGENCY CASE NUMBER	DATE	STOLEN LOCALLY RECOVERED LOCALLY	STOLEN LOCALLY RECOVERED BY OTHER JURISDICTIONS	TOTAL LOCALLY STOLEN MOTOR VEHICLES RECOVERED (a & b)	STOLEN IN OTHER JURISDICTIONS AND RECOVERED LOCALLY	Currency, Notes, Etc. RECOVERED	Jewelry & Precious Metals RECOVERED	Clothing & Furs RECOVERED	Locally Stolen Motor Vehicles RECOVERED	Office Equipment RECOVERED
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
				0						
RECOVERED TOTALS		0	0	0	0	\$0	\$0	\$0	\$0	\$0

RECOVERED BY TYPE AND VALUE						OPTIONAL FIELD	
Televisions, Radios, Stereos, Etc. RECOVERED	Firearms RECOVERED	Household Goods RECOVERED	Consumable Goods RECOVERED	Livestock RECOVERED	Miscellaneous RECOVERED	TOTAL	NARRATIVE
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
						\$0	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	

**LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED**

This report is authorized by law Title 28, Section 534, U.S. Code. Even though you are not required to respond, your cooperation in using this form to report the number of your officers who were killed or assaulted in the line of duty during the month will assist the FBI in compiling timely, comprehensive, and accurate data. Please submit this report, by the seventh day after the close of the month, and any questions to the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830; facsimile 304-625-3566. Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 7 minutes to complete. Instructions for preparing the form are on the reverse side. Additional information on officers who were assaulted and injured with a firearm or a knife or other cutting instrument will be requested on a separate questionnaire, *Analysis of Law Enforcement Officers Killed and Assaulted*.

**OFFICERS KILLED**

Number of your law enforcement officers killed in the line of duty this month.

By felonious act \_\_\_\_\_

By accident or negligence \_\_\_\_\_

**OFFICERS ASSAULTED** (Do not include officers killed) - See other side for instructions.

Type of activity	Total assaults by weapon A	Type of weapon					Type of assignment						Officer assaults cleared M	
		Firearm B	Knife or other cutting instrument C	Other dangerous weapon D	Hands, fists, feet, etc. E	Two-officer vehicle F	One-officer vehicle		Detective or special assign.		Other			
							Alone G	Assisted H	Alone I	Assisted J	Alone K	Assisted L		
1. Responding to disturbance calls (family quarrels, person with firearm, etc.)	0													
2. Burglaries in progress or pursuing burglary suspects	0													
3. Robberies in progress or pursuing robbery suspects	0													
4. Attempting other arrests	0													
5. Civil disorder (riot, mass disobedience, etc.)	0													
6. Handling, transporting, custody of prisoners	0													
7. Investigating suspicious persons or circumstances	0													
8. Ambush - no warning	0													
9. Handling persons with mental illness	0													
10. Traffic pursuits and stops	0													
11. All other	0													
12. TOTAL (1-11)	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Number with personal injury*	0													
14. Number without personal injury	0													

DO NOT WRITE HERE

Initials

Recorded

Edited

Entered

Verified

Adjusted

12:01 2:00 4:00 6:00 8:00 10:00 12:00

15. Time of assaults	AM						
	PM						

Month and Year

Agency Identifier

Prepared by / E-mail address

Title

Agency

State

Chief, Sheriff, Superintendent, Commanding Officer

\*If the officer was injured with a firearm (13B) or a knife or other cutting instrument (13C), please complete the block on the reverse side and include your agency's incident or case number(s). This information is only for your agency's use to assist in referencing the incident once the above-mentioned questionnaire is forwarded to you for completion.

FBI/DOJ

**INSTRUCTIONS FOR PREPARING REPORT**

When an officer is assaulted in the line of duty, the reporting agency should enter the type of weapon (columns B through E) and type

of assignment (columns F through L) next to the appropriate type of assignment (lines 1 through 11). The reporting agency should also indicate injury (line 13) or no injury (line 14) and total number of assaults by the time of day on line 15. Reporting agencies are reminded that the Hierarchy Rule applies to those incidents involving aggravated assaults on law enforcement officers while responding to or taking necessary action at the scene of a crime. For example, if an officer is assaulted at the scene of a robbery, only the robbery is scored on the Return A, but the assault is recorded on this form. However, if the officer is assaulted during a burglary incident, only the assault is scored both on the Return A and on this form.

The reporting agency should use column M next to the appropriate activity to indicate that an assault on a law enforcement officer was cleared by arrest.

At the end of the month, the reporting agency should add across each line, B through E, and enter total in column A. (The total F through L should equal the total of B through E as entered in A.) Finally, the reporting agency should enter a total for each column (B through M) on line 12.

**Columns B - E:**

Columns B through E pertain to type of weapon. The reporting agency should enter one weapon for each assault. If more than one type of weapon is used to commit a single assault, the weapon which is first encountered in moving from column B to column E should be the weapon selected.

**Columns F - L:**

Column F (Two-officer vehicle) and columns G and H (One-officer vehicle) pertain to uniformed officers, columns I and J (Detective or special assignment) to non-uniformed officers. Columns K and L (Other) pertain to officers assaulted functioning in a capacity not represented by columns F through J such as foot patrol, off duty, etc.

**Column M:**

Enter the number of officer assaults cleared. Column M should not be used to count the number of persons arrested for such offenses. Include exceptional clearances in this column.

**Lines 1 - 11:**

Enter the type of law enforcement activity in which the officer was engaged at the time of assault.

**Line 12:**

Enter the total of lines 1 through 11.

**Line 13:**

Enter the number of assaults from line 12 that resulted in personal injury to the officer.

**Line 14:**

Enter the number of assaults from line 12 in which there was no injury to the officer.

**Line 15:**

Enter the total number of assaults on officers occurring within the appropriate two-hour intervals.

**YOUR AGENCY'S INCIDENT OR CASE NUMBER(S)**

(Complete this block only if the assaulted officer was injured with a firearm or a knife or other cutting instrument.)




Month and Year	Agency Identifier	Prepared By	Title
	State	Sheriff, Chief, Superintendent, Commanding Officer	



### 11b. Manslaughter by Negligence

**Do not list traffic fatalities, accidental deaths, or death due to the negligence of the victim. List below all other negligent manslaughter, regardless of prosecutive action taken.**

[illegible]

- - Situations
- A - Single Victim/Single Offender
- B - Single Victim/Unknown Offender or Offenders
- C - Single Victim/Multiple Offenders
- D - Multiple Victims/Single Offender
- E - Multiple Victims/Multiple Offenders
- F - Multiple Victims/Unknown Offender or Offenders

**Use only one victim/offender situation code per set of information. The utilization of a new code will signify the beginning of a new murder situation.**

- 01 to 99. If 100 or older use 99. New born up to one week old use NB. If over one week, but less than one year old use BB. Use two characters only in age column.
- M for Male and F for Female. Use one character only.
- Sex
- Race
  - White - W, Black - B, American Indian or Alaskan Native - I, Asian - A, Pacific Islander - P, Unknown - U. Use only these as race designations.
- Ethnicity
  - Hispanic Origin - H, Not of Hispanic Origin - N, Unknown - U.

## NUMBER OF FULL-TIME LAW ENFORCEMENT EMPLOYEES AS OF OCTOBER 31

This report is authorized by law Title 28, Section 534, U.S. Code. Even though you are not required to respond, your cooperation in using this form to report all law enforcement employees on the payroll of your law enforcement agency as of October 31, will assist the FBI in compiling timely, comprehensive, and accurate data. Please submit this report and any questions to the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830; facsimile 304-625-3566. Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 8 minutes to complete.

	Male	Female	Total
1. Full-time law enforcement officers - Include all full-time sworn law enforcement officers who were on your department's payroll as of October 31 and who worked a normal full-time workweek. Include the Chief, Sheriff, Commissioner, Superintendent, or other sworn department head. Do not count special officers, merchant police, or others who are not paid from law enforcement funds.			0
2. Full-time civilian employees - Include all full-time civilian employees who were on your department's payroll as of October 31 and who worked a normal full-time workweek. Include clerks, stenographers, mechanics, etc., who do not have police powers. Do not count school crossing guards. Do not count employees who are not paid from law enforcement funds.			0
3. Total full-time law enforcement employees - Enter the total number of full-time law enforcement officers and civilians on your department's payroll as of October 31. This should be the total of line 1 and line 2.	0	0	0

If the percent change in the total number of law enforcement employees between this year and last year is 10 percent or more, please explain briefly:

Prepared by / Telephone number / Email address \_\_\_\_\_

Date \_\_\_\_\_

Chief, Sheriff, Superintendent, Commanding Officer \_\_\_\_\_

Agency \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_

DO NOT WRITE HERE	
Recorded	
Edited	
Entered	
Adjusted	
Corresponded	

## Hate Crime Incident Reports

Below is a listing of all of the completed Hate Crime incidents. Click the "Add New Incident" button to complete a new Hate Crime Incident Report. You may view or edit any completed report by clicking the "View/Edit Report" button. An incident may be marked as an adjustment or deletion if it has been previously submitted to the FBI UCR program. If an incident has not yet been submitted to the FBI, you may delete it using the "Delete Report" button.

[illegible]

## **DEFINITIONS FOR HATE CRIME DATA COLLECTION**

To ensure uniformity in reporting nationwide hate crime statistics, the following definitions have been adopted for use in hate crime reporting:

**Bias Crime:** A committed criminal offense that is motivated, in whole or in part, by the offender's bias(es) against a race, religion, disability, sexual orientation, ethnicity, gender, or gender identity; also known as Hate Crime.

**Note:** Even if the offender was mistaken in his or her perception that the victim was a member of the group he or she acting against, the offense is still a bias crime because the offender was motivated by bias against the group.

**Bias:** A preformed negative opinion or attitude toward a person or group of persons based on their race, religion, disability, sexual orientation, ethnicity, gender, or gender identity.

**Racial Bias:** A preformed negative opinion or attitude toward a person or group of persons who possess common physical characteristics, e.g., color of skin, eyes, and/or hair, facial features, etc., genetically transmitted by descent and heredity which distinguish them as a distinct division of humankind, e.g., Asians, Blacks or African Americans, Whites.

**American Indian or Alaska Native:** A person having origins in any of the original peoples of North or South (including Central America), and who maintains tribal affiliation or community attachment.

**Asian:** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian including, for example Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American:** A person having origins in any of the Black racial groups of Africa.

**Multiple Races-Group:** A group of persons having origins from multiple racial categories.

**Native Hawaiian or Other Pacific Islander:** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White:** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Ethnicity Bias:** A preformed negative opinion or attitude toward a person or group of people whose members identify with each other, through a common heritage, often consisting of a common language, common culture (often including a shared religion) and/or ideology that stresses common ancestry. The concept of ethnicity differs from the closely related term *race* in that "race" refers to grouping based mostly upon biological criteria, while "ethnicity" also encompasses additional cultural factors.

**Arab:** A person having origins, and/or ancestry, in any of the Arabic speaking peoples of Lebanon, Syria, Palestine, Jordan, Iraq, Saudi Arabia, Yemen, Oman, United Arab Emirates, Qatar, Bahrain, Kuwait, Egypt, Libya, Tunisia, Comoros, Algeria, Morocco, Sudan, Djibouti, Mauritania, and Samalia.

**Hispanic or Latino:** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

**Other Race/Ethnicity/Ancestry:** A person of a different race/ethnicity/ancestry than is otherwise included in this combined category.

**Religious Bias:** A preformed negative opinion or attitude toward a person or group of persons who share the same religious



beliefs regarding the origin and purpose of the universe and the existence or nonexistence of a supreme being, e.g., Catholics, Jews, Protestants, Atheists.

**Note:** The following list of religions represents the major religions in the United States. Neither this list of religions nor definitions provided are all-inclusive. A general explanation is provided for each religion.

**Buddhist:** A person who follows the religion of eastern or central Asia that grew out of the teaching of Siddhartha Gautama, the Buddha, or Enlightened One. People of this faith believe that suffering is inherent in life and that one be liberated from it by mental and moral self-purification by following the Four Noble Truths and the Eightfold order to reach *nirvana*.

**Catholic:** A person who follows the monotheistic religion of Catholic Christianity, especially that of the Roman Church. Followers of this faith believe the teachings of the Bible, and place emphasis on church traditions, historical continuity of the church, the Pope as the head of the church, and the requirement of celibacy of those in priesthood.

**Eastern Orthodox (Russian, Greek, Other):** A person who follows the monotheistic religion of the Eastern Christian Church. This faith follows the teachings of the Bible and church traditions, accords primacy of honor to the of Constantinople as head of the church, and adheres to the decisions of the First Seven Ecumenical Councils and Byzantine Rite.

**Hindu:** A person who observes the traditions and practices of the dominant religion of India, which include acceptance the sanctity of the *Vedas* (sacred texts); the understanding of one Divine Reality manifested in multiple forms; acceptance of the laws of karma (principle of cause and effect), *dharma* (righteous modes of conduct), belief in reincarnation, and the ultimate spiritual goal of enlightenment (moksha).

**Islamic (Muslim):** A person who follows the monotheistic religion of Muslims, which includes belief in Allah as the deity and in Muhamad as his prophet. Practitioners of the Islamic faith follow the teachings of the Koran and the Five Pillars of Islam: praying, fasting during Ramadan, almsgiving, pilgrimage, and declaration of faith.

**Jehovah's Witness:** A person who follows the religion founded by Charles Taze Russell. Members witness by distributing literature and by personal evangelism of beliefs in the theocratic rule of God, the sinfulness of religions and governments, and an imminent millennium. The activities of Jehovah's Witnesses are governed by the Watchtower Society which makes all major decisions, interprets the Bible, and counsels Witnesses using Watchtower materials. Members of the faith are often seen giving generously of their time in proclaiming their faith and teaching private homes.

**Jewish (Judaism):** A person who identifies himself or herself as a member of the religious and/or ethnic group that descended from the ancient Hebrews and is characterized by belief in one transcendent God who revealed Himself Abraham, Moses, and the Hebrew prophets. Jewish religious practice is based on the Hebrew Scriptures (the "Torah") and rabbinic laws and customs.

**Mormon:** A person who follows the Church of Jesus Christ of Latter-day Saints tracing its modern origin to Joseph and accepting the Book of Mormon as scripture. Latter-day Saints consider the following writings to be scripture: 1) The Holy Bible; 2) The Book of Mormon, Another Testament of Jesus Christ; 3) The Doctrine and Covenants; and 4) The Pearl of Great Price. Mormons are often associated with members of the faith who serve as full-time volunteer missionaries in the U.S. and abroad.

**Multiple Religions-Group:** A group of persons demonstrating a commitment or devotion to religious faith or based upon multiple faiths.

**Other Christian:** A person who follows other denominations or nondenominational religions based on the life and teachings of Jesus Christ but not described above. Examples of these religions include Metaphysical-Christ Church Unity, Spiritualist, Unity/Unitarianist, Unity Church, Universalist, and Other Metaphysical.

**Other Religions:** A person who follows other non-Christian religions not described above. Examples of these religions include the Baha'I Faith, Jainism, Shintoism, Taoism, Tenrikyo, Wicca, and Zoroastrianism.

**Protestant:** A person who follows the monotheistic religion of Christianity that is not part of Catholic or Eastern faith. Members of this faith affirm the Reformation principles of justification by faith alone, the priesthood of all believers, and the primacy of the Bible as the only source of revealed truth. Moreover, believers deny the universal authority of the Pope and some churches are governed by federated councils on the local, national, and levels.

**Sikh:** A person who follows the monotheistic religion founded by Guru Nanak in the Punjab region of South Asia. follow the teachings of 10 gurus; study from the religion's primary sacred text (i.e., the Guru Granth Sahib), and worship in Gurdwaras. Some members of the Sikh faith may be distinguished by the *dastarr* (Sikh turban) and five religious articles: *kes* (unshorn hair, including a beard), *kanga* (wooden comb), *kara* (steel bracelet), *kachera* (short trousers), and *kirpan* (religious sword).

**Atheist:** A person who does not believe in the existence of a deity. **Agnostic:** A person who believes that the or nature of an ultimate reality, such as a deity, is unknown, and probably unknowable.

**Sexual Orientation Bias:** A preformed negative opinion or attitude toward a person or group of persons based on their actual or perceived sexual orientation.

**Bisexual:** (adjective) Of or relating to people who are physically, romantically, and/or emotionally attracted to both and women.

**Gay (Male):** A male who is physically, romantically, and/or emotionally attracted to other men.

**Note:** Generally this word is used to refer to gay men, but may also be used to describe women. For FBI UCR Program purposes, if reporting an anti-gay bias, the victim should be a male.

**Heterosexual:** A person who is physically, romantically, and/or emotionally attracted to people of the opposite sex.

**Lesbian:** A female who is physically, romantically, and/or emotionally attracted to other women.

**Lesbian, Gay, Bisexual, or Transgender (Mixed Group):** Refers to a group of people or community organizations that serve lesbian, gay, bisexual, transgender, and allied people.

**Disability Bias:** A preformed negative opinion or attitude toward a person or group of persons based on their physical or mental impairments, whether such disability is temporary or permanent, congenital, or acquired by heredity, accident, injury, advanced age, or illness.

**Mental Disability:** A person who has any mental impairment or psychological disorder such as: organic brain syndrome, emotional or mental illness, and specific learning disabilities.

**Physical Disability:** A person who has a *physical impairment*; any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive,



genitourinary, hemic and lymphatic, skin, and endocrine.

**Gender Bias:** A preformed negative opinion or attitude toward a person or group of persons based on their actual or perceived gender, e.g., male or female.

**Female:** An individual of the sex that bears young or produces eggs.

**Male:** An individual that produces small usually motile gametes (as spermatozoa or spermatozooids) which fertilize the egg of a female.

**Gender Identity Bias:** A preformed negative opinion or attitude toward a person or group of persons based on their actual or perceived gender identity, e.g., bias against transgender or gender non-conforming individuals.

**Gender Non-Conforming:** A person who does not conform to the gender-based expectations of society, e.g., a woman dressed in traditionally male clothing or a man wearing makeup.

**Note:** A gender non-conforming person may or may not be a lesbian, gay, bisexual, or transgender person but may be perceived as such.

**Transgender:** (adjective) Of or relating to a person who identifies as a different gender from their gender as at birth.

**Note:** The person may also identify himself or herself as "transsexual." A transgender person may outwardly express his or her gender identity all of the time, part of the time, or none of the time; a transgender person may change his or her body to medically conform to his or her gender identity.

## Cargo Theft Incident Reports

Below is a listing of all of the completed Cargo Theft incidents. Click the "Add New Incident" button to complete a new Cargo Theft Incident Report. You may view or edit any completed report by clicking the "View/Edit Report" button. An incident may be marked as an adjustment or deletion if it has been previously submitted to the FBI UCR program. If an incident has not yet been submitted to the FBI, you may delete it using the "Delete Report" button.

[illegible]

# RETURN A - MONTHLY RETURN OF OFFENSES KNOWN TO THE POLICE

This report is authorized by law Title 28, Section 534, U.S. Code. Your cooperation in completing this form will assist the FBI, in compiling timely, comprehensive, and accurate data. Please submit this form monthly, by the seventh day after the close of the month, and any questions to the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830, facsimile 304-625-3566. Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 10 minutes to complete. Instructions for preparing the form appear on the reverse side.

1-720 (Rev. 2-22-13)  
OMB No. 1110-0001  
Expires 07-31-16

CLASSIFICATION OF OFFENSES	DATA ENTRY	2 OFFENSES REPORTED OR KNOWN TO POLICE (INCLUDE "UNFOUNDED" AND ATTEMPTS)	3 UNFOUNDED, I.E., FALSE OR BASELESS COMPLAINTS	4 NUMBER OF ACTUAL OFFENSES (COLUMN 2 MINUS COLUMN 3) (INCLUDE ATTEMPTS)	5 TOTAL OFFENSES CLEARED BY ARREST OR EXCEPTIONAL MEANS (INCLUDES COL. 6)	6 NUMBER OF CLEARANCES INVOLVING ONLY PERSONS UNDER 18 YEARS OF AGE
<b>1. CRIMINAL HOMICIDE</b>						
a. MURDER AND NONNEGLIGENT HOMICIDE (Score attempts as aggravated assault) If homicide reported, submit Supplementary Homicide Report	11			0		
b. MANSLAUGHTER BY NEGLIGENCE	12			0		
<b>2. RAPE TOTAL</b>	20	0	0	0	0	0
a. Rape	21			0		
b. Attempts to commit Rape	22			0		
Historical Rape (See Instruction #15 below)				0		
<b>3. ROBBERY TOTAL</b>	30	0	0	0	0	0
a. Firearm	31			0		
b. Knife or Cutting Instrument	32			0		
c. Other Dangerous Weapon	33			0		
d. Strong-Arm (Hands, Fists, Feet, Etc.)	34			0		
<b>4. ASSAULT TOTAL</b>	40	0	0	0	0	0
a. Firearm	41			0		
b. Knife or Cutting Instrument	42			0		
c. Other Dangerous Weapon	43			0		
d. Hands, Fists, Feet, Etc. - Aggravated injury	44			0		
e. Other Assaults - Simple, Not Aggravated	45			0		
<b>5. BURGLARY TOTAL</b>	50	0	0	0	0	0
a. Forcible Entry	51			0		
b. Unlawful Entry - No Force	52			0		
c. Attempted Forcible Entry	53			0		
<b>6. LARCENY - THEFT TOTAL</b> (Except Motor Vehicle Theft)	60			0		
<b>7. MOTOR VEHICLE THEFT TOTAL</b>	70	0	0	0	0	0
a. Autos	71			0		
b. Trucks and Buses	72			0		
c. Other Vehicles	73			0		
<b>GRAND TOTAL</b>	77	0	0	0	0	0

CHECKING ANY OF THE APPROPRIATE BLOCKS BELOW WILL ELIMINATE YOUR NEED TO SUBMIT REPORTS WHEN THE VALUES ARE ZERO. THIS WILL ALSO AID THE NATIONAL PROGRAM IN ITS QUALITY CONTROL EFFORTS.

☒ NO SUPPLEMENTARY HOMICIDE REPORT SUBMITTED SINCE NO MURDERS, JUSTIFIABLE HOMICIDES, OR MANSLAUGHTERS BY NEGLIGENCE OCCURRED IN THIS JURISDICTION DURING THE MONTH.

☒ NO SUPPLEMENT TO RETURN A REPORT SINCE NO CRIME OFFENSES OR RECOVERY OF PROPERTY REPORTED DURING THE MONTH.

☒ NO LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED REPORT SINCE NONE OF THE OFFICERS WERE ASSAULTED OR KILLED DURING THE MONTH.

☒ NO AGE, SEX, AND RACE OF PERSONS ARRESTED UNDER 18 YEARS OF AGE REPORT SINCE NO ARRESTS OF PERSONS WITHIN THIS AGE GROUP.

☒ NO AGE, SEX, AND RACE OF PERSONS ARRESTED 18 YEARS OF AGE AND OVER REPORT SINCE NO ARREST OF PERSONS WITHIN THIS AGE GROUP.

☒ NO MONTHLY RETURN OF ARSON OFFENSES KNOWN TO LAW ENFORCEMENT REPORT SINCE NO ARSON OCCURRED.

DO NOT USE THIS SPACE

INITIALS	
RECORDED	
EDITED	
ENTERED	
ADJUSTED	
CORRES	

Month and Year of Report

Agency Identifier

Population

Prepared by

Title

Telephone Number

Date

Agency and State

Chief, Sheriff, Superintendent, or Commanding Officer

## INSTRUCTIONS FOR PREPARING RETURN A

(Detailed instructions are given in the *Uniform Crime Reporting Handbook*)

1. All Offenses listed on the *Return A* which occur during the month should be scored whether they became known to the police as the result of:

- a. Citizens' complaints.
- b. Reports of police officers.
- c. "On view" (pick-up) arrests.
- d. Citizens' complaints to sheriff, prosecutor, county police, private detectives, constables, etc.
- e. Any other means.

2. The offenses listed in Column 1 are the Part I offenses of the Uniform Crime Reporting Program plus the offenses of simple assault and manslaughter by negligence. Follow the instructions for classifying and scoring as presented in the *Uniform Crime Reporting Handbook*. Offenses committed by juveniles should be classified in the same manner as those committed by adults even though the juveniles may be handled by juvenile authorities.

3. Adjustments should be made on this month's return for offenses omitted or scored inaccurately on returns of preceding months or those now determined to be unfounded. Offenses that occurred in a previous month but only became known to you this month should be scored this month.

4. Consider all spaces for each classification of offenses in Columns 2, 3, 4, 5, and 6. The breakdowns for forcible rape, robbery, assault, burglary, and motor vehicle theft, when added should equal the total for each of these offenses. Do not enter zeroes where no count exists.

5. Attempts of rape, robbery, assault, burglary, larceny-theft, and motor vehicle theft are to be scored on this form.

6. Column 2: Enter opposite the proper offense classification the total number of such offenses reported or known through any means. "Unfounded" complaints are included. Attempts are included except in homicide classifications.

7. Column 3: Enter the number of complaints which were proven to be "unfounded" by police investigation. An "unfounded" offense is one in which a complaint was received, but upon investigation, proves either to be baseless or not to have actually occurred. Remember that recovery of property or clearance of an offense does not unfound a complaint.

8. Column 4: Number of actual offenses. This number is obtained by subtracting the number in Column 3 from that in Column 2.

9. Column 5: Enter the total number of offenses cleared during the month. This total includes the clearances which you record in Column 6. An offense is cleared when one or more persons are charged and turned over for prosecution for that offense. Clearance totals also include exceptional clearances which are explained in the *Uniform Crime Reporting Handbook*.

10. Column 6: Enter here the number of offenses which are cleared through the arrest, releasing to parents, or other handling of persons under the age of 18. In those situations where an offense is cleared through the involvement of both an adult and a person under 18 years of age, count the clearance only in Column 5.

11. The grand totals for Columns 2, 3, 4, 5, and 6 are the totals of each of the seven classifications.

12. Tally books can be used to maintain a running count of offenses through the month. Totals for the *Return A* can then be taken directly from the Tally book. These Tally books can be obtained by corresponding with the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830, facsimile 304-625-3566.

13. This *Return A* report should be forwarded to the FBI Uniform Crime Reports even though no offenses of this type listed were committed during the month. However, it is not necessary to submit supplemental reports in such cases. Simply check the appropriate box within the block near the bottom of the *Return A* report.

14. Any inquiry regarding the completion of this form, the classification and scoring of offenses, or prior to submitting crime data by computer printout, contact the Uniform Crime Reporting Program at the above-mentioned address.

15. Reporting according to the historical definition of rape is optional. This count should be included in the total reported in line 2a or line 2b.



**SUPPLEMENT TO RETURN A**  
**MONTHLY RETURN OF OFFENSES KNOWN TO THE POLICE**

1-706 (Rev. 2-22-13)  
OMB No. 1110-0001  
Expires 07-31-16

This report is authorized by law Title 28, Section 534, U.S. Code. Your cooperation in completing this form with the *Return A* will assist the FBI in compiling timely, comprehensive, and accurate data. Please submit this form monthly, by the seventh day after the close of the month, and any questions to the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830, facsimile 304-625-3566. Under the Paperwork Reduction Act, you are not required to complete the form unless it contains a valid OMB control number. The form takes approximately 11 minutes to complete.

This form deals with the nature of crime and the monetary value of property stolen and recovered. The total offenses recorded on this form, page 2, should be the same as the number of actual offenses listed in Column 4 of the *Return A* for each crime class. Include attempted crimes on this form, but do not include unfounded offenses. If you cannot complete the report in all areas, please record as much information as is available. Tally sheets will be sent upon request.

<b>PROPERTY BY TYPE AND VALUE</b>			
Type of Property (1)	Data Entry	Monetary Value of Property Stolen in Your Jurisdiction	
		Stolen (2)	Recovered (3)
(A) Currency, Notes, Etc.	01		
(B) Jewelry and Precious Metals	02		
(C) Clothing and Furs	03		
(D) Locally Stolen Motor Vehicles	04		
(E) Office Equipment	05		
(F) Televisions, Radios, Stereos, Etc.	06		
(G) Firearms	07		
(H) Household Goods	08		
(I) Consumable Goods	09		
(J) Livestock	10		
(K) Miscellaneous	11		
<b>TOTAL</b>	<b>00</b>	<b>\$0</b>	<b>\$0</b>

The total of this column should agree with the Grand Total (DATA ENTRY 77) shown on page 2.

Include in this column all property recovered even though stolen in prior months. The above is an accounting for only that property stolen in your jurisdiction. This will include property recovered for you by other jurisdictions, but not property you recover for them.

Prepared by \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Chief, Sheriff, Superintendent, or Commanding Officer

Month and Year of Report \_\_\_\_\_ Agency Identifier \_\_\_\_\_

\_\_\_\_\_  
Agency and State

Population \_\_\_\_\_

DO NOT USE THIS SPACE	
	INITIALS
RECORDED	
EDITED	
ENTERED	
ADJUSTED	
CORRES.	

# **PROPERTY STOLEN BY CLASSIFICATION**

CLASSIFICATION	DATA ENTRY	Number of Actual Offenses (Column 4 Return A)	Monetary Value of Property Stolen
<b>1. MURDER AND NONNEGLIGENT MANSLAUGHTER</b>	<b>12</b>		
<b>2. RAPE</b>	<b>20</b>		
<b>3. ROBBERY</b>			
(a) HIGHWAY (streets, alleys, etc.)	31		
(b) COMMERCIAL HOUSE (except c, d, and f)	32		
(c) GAS OR SERVICE STATION	33		
(d) CONVENIENCE STORE	34		
(e) RESIDENCE (anywhere on premises)	35		
(f) BANK	36		
(g) MISCELLANEOUS	37		
<b>TOTAL ROBBERY</b>		<b>0</b>	<b>\$0</b>
<b>5. BURGLARY - BREAKING OR ENTERING</b>			
(a) RESIDENCE (dwelling)			
(1) NIGHT (6 p.m. - 6 a.m.)	51		
(2) DAY (6 a.m. - 6 p.m.)	52		
(3) UNKNOWN	53		
(b) NON-RESIDENCE (store, office, etc.)			
(1) NIGHT (6 p.m. - 6 a.m.)	54		
(2) DAY (6 a.m. - 6 p.m.)	55		
(3) UNKNOWN	56		
<b>TOTAL BURGLARY</b>	<b>50</b>	<b>0</b>	<b>\$0</b>
<b>6. LARCENY - THEFT (Except Motor Vehicle Theft)</b>			
(a) \$200 AND OVER	61		
(b) \$50 TO \$199	62		
(c) UNDER \$50	63		
<b>TOTAL LARCENY (Same as Item 6x)</b>	<b>60</b>	<b>0</b>	<b>\$0</b>
<b>7. MOTOR VEHICLE THEFT (Include Alleged Joy Ride)</b>	<b>70</b>		
<b>GRAND TOTAL - ALL ITEMS</b>	<b>77</b>		<b>\$0</b>
<b>ADDITIONAL ANALYSIS OF LARCENY AND MOTOR VEHICLE THEFT</b>			
<b>6x. NATURE OF LARCENIES UNDER ITEM 6</b>			
(a) POCKET-PICKING	81		
(b) PURSE-SNATCHING	82		
(c) SHOPLIFTING	83		
(d) FROM MOTOR VEHICLES (except e)	84		
(e) MOTOR VEHICLE PARTS AND ACCESSORIES	85		
(f) BICYCLES	86		
(g) FROM BUILDING (except c and h)	87		
(h) FROM ANY COIN-OPERATED MACHINES (parking meters, etc.)	88		
(i) ALL OTHER	89		
<b>TOTAL LARCENIES (Same as Item 6)</b>	<b>80</b>	<b>0</b>	<b>\$0</b>
<b>7x. MOTOR VEHICLES RECOVERED</b>			
(a) STOLEN LOCALLY AND RECOVERED LOCALLY	91		
(b) STOLEN LOCALLY AND RECOVERED BY OTHER JURISDICTIONS	92		
(c) TOTAL LOCALLY STOLEN MOTOR VEHICLES RECOVERED (a & b)	<b>90</b>	<b>0</b>	
(d) STOLEN IN OTHER JURISDICTIONS AND RECOVERED LOCALLY	93		



**AGE, SEX, RACE, AND ETHNICITY OF PERSONS ARRESTED**  
Under 18 Years of Age

1-708a (Rev. 12-19-11)  
OMB No. 1110-0005  
Expires 06-30-17

This report is authorized by law Title 28, Section 534, United States Code. While you are not required to respond, your cooperation in using this form to report the age, sex, and race of all persons under 18 years of age arrested by your department during the month will assist the FBI in compiling comprehensive accurate data on a timely basis. Instructions appear on the reverse of this form. Any questions regarding this report may be addressed to the Federal Bureau of Investigation, Criminal Justice Information Services Division, Attention: Uniform Crime Reports, Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia, 26306; telephone (304) 625-4830, facsimile (304) 625-3366.

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Month and Year of Report \_\_\_\_\_

Prepared By \_\_\_\_\_ Title \_\_\_\_\_

Chief, Sheriff, Commissioner, or Superintendent \_\_\_\_\_

Date Prepared \_\_\_\_\_

**POLICE DISPOSITION OF JUVENILES-NOT TO INCLUDE NEGLECT OR TRAFFIC CASES**  
(Follow your State age definition for juveniles)

Total	678
1. Handled within Department and released. (Warning, released to parents, etc.)	174
2. Referred to juvenile court or probation department.	110
3. Referred to welfare agency.	110
4. Referred to other police agency.	174
5. Referred to criminal or adult court.	110

Recorded	
Edited	
Entered	
Adjusted	
Corres.	

(Include those released without having been formally charged)

[illegible]

[illegible]



## INSTRUCTIONS

1. Show in the report all persons under 18 years of age taken into custody during the month for committing an offense of the indicated types within the local jurisdiction. (Include those released without having been formally charged.) For purposes of Uniform Crime Reporting, a juvenile should be counted as "arrested" when the circumstances are such that if he or she were an adult, an arrest would be tallied. Police "contacts" with juveniles where no offense has been committed should not be scored as arrests. Instances where a juvenile is taken into custody for his own protection, such as "neglect," and no crime committed, should not be listed as arrests. Enter on the front of this form your disposition of all juveniles arrested.
2. Arrests of persons 18 years of age and over are tallied on the white Age, Sex, and Race reporting form.
3. The offenses are taken from the uniform classification of offenses and cover all the Part I and Part II offenses except traffic. In compiling the data, follow definitions of offenses in Uniform Crime Reporting Handbook.
4. Enter opposite each offense the number of persons taken into custody listing them according to age and sex of the persons arrested and according to race without regard to sex. Juveniles should be listed opposite the classification of the offense for which they were taken into custody. For example, juveniles arrested for committing larceny should be listed opposite the larceny-theft classification on this report, even though they are charged with "juvenile delinquency."
5. The race totals should equal the age totals for each offense class.
6. Total all columns.

# AGE, SEX, RACE, AND ETHNICITY OF PERSONS ARRESTED

1-708 (Rev. 12-19-11)  
OMB No. 1110-0005  
Expires 06-30-17

This report is authorized by law Title 28, Section 534, United States Code. While you are not required to respond, your cooperation in using this form to report the age, sex, and race of all persons 18 years of age and over arrested by your department during the month will assist the FBI in compiling comprehensive accurate data on a timely basis. Instructions appear of the reverse of this form. Any questions regarding this report may be addressed to the Federal Bureau of Investigation, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830, facsimile 304-625-3366.

City \_\_\_\_\_

County \_\_\_\_\_

State \_\_\_\_\_

Month and Year of Report \_\_\_\_\_

Prepared By \_\_\_\_\_

Title \_\_\_\_\_

Chief, Sheriff, Commissioner, or Superintendent \_\_\_\_\_

Date Prepared \_\_\_\_\_

Recorded	
Edited	
Entered	
Adjusted	
Corres.	

**AGE, SEX, RACE, AND ETHNICITY OF PERSONS ARRESTED, 18 years of age and over**  
(Include those released without having been formally charged)

CLASSIFICATION OF OFFENSES	SEX	AGE												TOTAL	RACE				ETHNICITY						
		18	19	20	21	22	23	24	25-29	30-34	35-39	40-44	45-49		50-54	55-59	60-64	65 and over	White	Black or African American	American Indian or Alaskan Native	Asian	Native Hawaiian or Other Pacific Islander	Hispanic or Latino	Not Hispanic or Latino
Murder and Nonnegligent Manslaughter	01a Male																								
Murder and Nonnegligent Manslaughter	01a Female																								
Manslaughter by Negligence	01b Male																								
Manslaughter by Negligence	01b Female																								
Rape	02 Male																								
Rape	02 Female																								
Robbery	03 Male																								
Robbery	03 Female																								
Aggravated Assault (Return A - 4a-d)	04 Male																								
Aggravated Assault (Return A - 4a-d)	04 Female																								
Burglary - Breaking or Entering	05 Male																								
Burglary - Breaking or Entering	05 Female																								
Larceny - Theft (Except Motor Vehicle Theft)	06 Male																								
Larceny - Theft (Except Motor Vehicle Theft)	06 Female																								
Motor Vehicle Theft	07 Male																								
Motor Vehicle Theft	07 Female																								
Other Assaults (Return A - 4e)	08 Male																								
Other Assaults (Return A - 4e)	08 Female																								
Arson	09 Male																								
Arson	09 Female																								
Forgery and Counterfeiting	10 Male																								
Forgery and Counterfeiting	10 Female																								
Fraud	11 Male																								
Fraud	11 Female																								
Embezzlement	12 Male																								
Embezzlement	12 Female																								
Stolen Property, Buying, Receiving, Possessing	13 Male																								
Stolen Property, Buying, Receiving, Possessing	13 Female																								
Vandalism	14 Male																								
Vandalism	14 Female																								
Weapons; Carrying, Possessing, etc.	15 Male																								
Weapons; Carrying, Possessing, etc.	15 Female																								
Prostitution and Commercialized Vice	16 Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostitution and Commercialized Vice	16 Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostitution	16a Male																								
Prostitution	16a Female																								
Assisting or Promoting Prostitution	16b Male																								
Assisting or Promoting Prostitution	16b Female																								
Purchasing Prostitution	16c Male																								
Purchasing Prostitution	16c Female																								
Sex Offenses (Except Rape and Prostitution)	17 Male																								
Sex Offenses (Except Rape and Prostitution)	17 Female																								
Drug Abuse Violations	18 Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drug Abuse Violations	18 Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Sale/Manufacturing Subtotal	190 Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Sale/Manufacturing Subtotal	190 Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Offense	a		b		c		d		e		f		g		h		i		j		k		l		m		n		o		p		q		r		s		t		u		v		w		x		y		z		aa		ab		ac		ad		ae		af		ag		ah		ai		aj		ak		al		am		an		ao		ap		aq		ar		as		at		au		av		aw		ax		ay		az		ba		bb		bc		bd		be		bf		bg		bh		bi		bj		bk		bl		bm		bn		bo		bp		bq		br		bs		bt		bu		bv		bw		bx		by		bz		ca		cb		cc		cd		ce		cf		cg		ch		ci		cj		ck		cl		cm		cn		co		cp		cq		cr		cs		ct		cu		cv		cw		cx		cy		cz		da		db		dc		dd		de		df		dg		dh		di		dj		dk		dl		dm		dn		do		dp		dq		dr		ds		dt		du		dv		dw		dx		dy		dz		ea		eb		ec		ed		ee		ef		eg		eh		ei		ej		ek		el		em		en		eo		ep		eq		er		es		et		eu		ev		ew		ex		ey		ez		fa		fb		fc		fd		fe		ff		fg		fh		fi		fj		fk		fl		fm		fn		fo		fp		fq		fr		fs		ft		fu		fv		fw		fx		fy		fz		ga		gb		gc		gd		ge		gf		gg		gh		gi		gj		gk		gl		gm		gn		go		gp		gq		gr		gs		gt		gu		gv		gw		gx		gy		gz		ha		hb		hc		hd		he		hf		hg		hh		hi		hj		hk		hl		hm		hn		ho		hp		hq		hr		hs		ht		hu		hv		hw		hx		hy		hz		ia		ib		ic		id		ie		if		ig		ih		ii		ij		ik		il		im		in		io		ip		iq		ir		is		it		iu		iv		iw		ix		iy		iz		ja		jb		jc		jd		je		jf		jg		jh		ji		jj		jk		jl		jm		jn		jo		jp		jq		jr		js		jt		ju		jv		jw		jx		jy		jz		ka		kb		kc		kd		ke		kf		kg		kh		ki		kj		kk		kl		km		kn		ko		kp		kq		kr		ks		kt		ku		kv		kw		kx		ky		kz		la		lb		lc		ld		le		lf		lg		lh		li		lj		lk		ll		lm		ln		lo		lp		lq		lr		ls		lt		lu		lv		lw		lx		ly		lz		ma		mb		mc		md		me		mf		mg		mh		mi		mj		mk		ml		mm		mn		mo		mp		mq		mr		ms		mt		mu		mv		mw		mx		my		mz		na		nb		nc		nd		ne		nf		ng		nh		ni		nj		nk		nl		nm		nn		no		np		nq		nr		ns		nt		nu		nv		nw		nx		ny		nz		oa		ob		oc		od		oe		of		og		oh		oi		oj		ok		ol		om		on		oo		op		oq		or		os		ot		ou		ov		ow		ox		oy		oz		pa		pb		pc		pd		pe		pf		pg		ph		pi		pj		pk		pl		pm		pn		po		pp		pq		pr		ps		pt		pu		pv		pw		px		py		pz		qa		qb		qc		qd		qe		qf		qg		qh		qi		qj		qk		ql		qm		qn		qo		qp		qq		qr		qs		qt		qu		qv		qw		qx		qy		qz		ra		rb		rc		rd		re		rf		rg		rh		ri		rj		rk		rl		rm		rn		ro		rp		rq		rr		rs		rt		ru		rv		rw		rx		ry		rz		sa		sb		sc		sd		se		sf		sg		sh		si		sj		sk		sl		sm		sn		so		sp		sq		sr		ss		st		su		sv		sw		sx		sy		sz		ta		tb		tc		td		te		tf		tg		th		ti		tj		tk		tl		tm		tn		to		tp		tq		tr		ts		tu		tv		tw		tx		ty		tz		ua		ub		uc		ud		ue		uf		ug		uh		ui		uj		uk		ul		um		un		uo		up		uq		ur		us		ut		uu		uv		uw		ux		uy		uz		va		vb		vc		vd		ve		vf		vg		vh		vi		vj		vk		vl		vm		vn		vo		vp		vq		vr		vs		vt		vu		vv		vw		vx		vy		vz		wa		wb		wc		wd		we		wf		wg		wh		wi		wj		wk		wl		wm		wn		wo		wp		wq		wr		ws		wt		wu		wv		ww		wx		wy		wz		xa		xb		xc		xd		xe		xf		xg		xh		xi		xj		xk		xl		xm		xn		xo		xp		xq		xr		xs		xt		xu		xv		xw		xx		xy		xz		ya		yb		yc		yd		ye		yf		yg		yh		yi		yj		yk		yl		ym		yn		yo		yp		yq		yr		ys		yt		yu		yv		yw		yx		yz		za		zb		zc		zd		ze		zf		zg		zh		zi		zj		zk		zl		zm		zn		zo		zp		zq		zr		zs		zt		zu		zv		zw		zx		zy		zz		aa		ab		ac		ad		ae		af		ag		ah		ai		aj		ak		al		am		an		ao		ap		aq		ar		as		at		au		av		aw		ax		ay		az		ba		bb		bc		bd		be		bf		bg		bh		bi		bj		bk		bl		bm		bn		bo		bp		bq		br		bs		bt		bu		bv		bw		bx		by		bz		ca		cb		cc		cd		ce		cf		cg		ch		ci		cj		ck		cl		cm		cn		co		cp		cq		cr		cs		ct		cu		cv		cw		cx		cy		cz		da		db		dc		dd		de		df		dg		dh		di		dj		dk		dl		dm		dn		do		dp		dq		dr		ds		dt		du		dv		dw		dx		dy		dz		ea		eb		ec		ed		ee		ef		eg		eh		ei		ej		ek		el		em		en		eo		ep		eq		er		es		et		eu		ev		ew		ex		ey		ez		fa		fb		fc		fd		fe		ff		fg		fh		fi		fj		fk		fl		fm		fn		fo		fp		fq		fr		fs		ft		fu		fv		fw		fx		fy		fz		ga		gb		gc		gd		ge		gf		gg		gh		gi		gj		gk		gl		gm		gn		go		gp		gq		gr		gs		gt		gu		gv		gw		gx		gy		gz		ha		hb		hc		hd		he		hf		hg		hh		hi		hj		hk		hl		hm		hn		ho		hp		hq		hr		hs		ht		hu		hv		hw		hx		hy		hz		ia		ib		ic		id		ie		if		ig		ih		ii		ij		ik		il		im		in		io		ip		iq		ir		is		it		iu		iv		iw		ix		iy		iz		ja		jb		jc		jd		je		jf		jg		jh		ji		jj		jk		jl		jm		jn		jo		jp		jq		jr		js		jt		ju		jv		jw		jx		jy		jz		ka		kb		kc		kd		ke		kf		kg		kh		ki		kj		kk		kl		km		kn		ko		kp		kq		kr		ks		kt		ku		kv		kw		kx		ky		kz		la		lb		lc		ld		le		lf		lg		lh		li		lj		lk		ll		lm		ln		lo		lp		lq		lr		ls		lt		lu		lv		lw		lx		ly		lz		ma		mb		mc		md		me		mf		mg		mh		mi		mj		mk		ml		mm		mn		mo		mp		mq		mr		ms		mt		mu		mv		mw		mx		my		mz		na		nb		nc		nd		ne		nf		ng		nh		ni		nj		nk		nl		nm		nn		no		np		nq		nr		ns		nt		nu		nv		nw		nx		ny		nz		oa		ob		oc		od		oe		of		og		oh		oi		oj		ok		ol		om		on		oo		op		oq		or		os		ot		ou		ov		ow		ox		oy		oz		pa		pb		pc		pd		pe		pf		pg		ph		pi		pj		pk		pl		pm		pn		po		pp		pq		pr		ps		pt		pu		pv		pw		px		py		pz		qa		qb		qc		qd		qe		qf		qg		qh		qi		qj		qk		ql		qm		qn		qo		qp		qq		qr		qs		qt		qu		qv		qw		qx		qy		qz		ra		rb		rc		rd		re		rf		rg		rh		ri		rj		rk		rl		rm		rn		ro		rp		rq		rr		rs		rt		ru		rv		rw		rx		ry		rz		sa		sb		sc		sd		se		sf		sg		sh		si		sj		sk		sl		sm		sn		so		sp		sq		sr		ss		st		su		sv		sw		sx		sy		sz		ta		tb		tc		td		te		tf		tg		th		ti		tj		tk		tl		tm		tn		to		tp		tq		tr		ts		tu		tv		tw		tx		ty		tz		ua		ub		uc		ud		ue		uf		ug		uh		ui		uj		uk		ul		um		un		uo		up		uq		ur		us		ut		uu		uv		uw		ux		uy		uz		va		vb		vc		vd		ve		vf		vg		vh		vi		vj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# INSTRUCTIONS

1. Show in the report all persons 18 years of age and over taken into custody during the month for committing an offense of the indicated types within the local jurisdiction. (include those released without having been formally charged.)
2. Arrests of persons under 18 years of age are tallied on the pink Age, Sex, and Race reporting form.
3. The offenses are taken from the uniform classification of offenses and cover all the Part I and Part II offenses except traffic. In compiling the data, follow definitions of offenses in Uniform Crime Reporting Handbook.
4. Enter opposite each offense the number of persons taken into custody listing them according to age and sex of the persons arrested and according to race without regard to sex.
5. The race totals should equal the age totals for each offense class.
6. Total all columns.

# MONTHLY RETURN OF ARSON OFFENSES KNOWN TO LAW ENFORCEMENT

This form is authorized by law Title 28, Section 534, U.S. Code, and the enactment of the fiscal year 1979, Department of Justice Authorization Bill S. 3151. Your cooperation in completing this form to report all monthly incidents of arson, will assist the FBI in compiling timely, comprehensive, and accurate data. Please submit this form and any questions to the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Carter Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4800, teletype 304-625-5968. Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. This form takes approximately 9 minutes to complete. Instructions appear on reverse side.

1	2	3	4	5	6	7	8
PROPERTY CLASSIFICATION	Offenses Reported or Known to Police (Include Unfounded and Attempts)	Unfounded, i.e., False or Baseless Complaints	Number of Actual Offenses (Column 2 Minus Column 3) (Include Attempts)	Total Offenses Cleared by Arrest or Exceptional Means (Include Column 6)	Number of Clearances Involving Only Persons Under 18 Years of Age	Offenses Where Structures Uninhabited, Abandoned, or not Normally in Use	Estimated Value of Property Damage
A. Single Occupancy Residential: Houses, Townhouses, Duplexes, etc.			0				
B. Other Residential: Apartments, Tenements, Flats, Hotels, Motels, Inns, Dormitories, Boarding Houses, etc.			0				
C. Storage: Barns, Garages, Warehouses, etc.			0				
D. Industrial/Manufacturing			0				
E. Other Commercial: Stores, Restaurants, Offices, etc.			0				
F. Community/Public: Churches, Jails, Schools, Colleges, Hospitals, etc.			0				
G. All Other Structures: Oil Buildings, Monuments, Buildings Under Construction, etc.			0				
TOTAL STRUCTURE	0	0	0	0	0	0	\$0
H. Motor Vehicles: Automobiles, Trucks, Buses, Motorcycles, etc.			0				
I. Other Mobile Property: Trailers, Recreational Vehicles, Airplanes, Boats, etc.			0				
TOTAL MOBILE	0	0	0	0	0	0	\$0
J. TOTAL OTHER: Crops, Timber, Ferries, Signs, etc.			0				
GRAND TOTAL	0	0	0	0	0	0	\$0

DO NOT WRITE HERE				
Recorded				
Edited				
Entered				
Adjusted				
Comps.				

Agency Identifier \_\_\_\_\_ Month \_\_\_\_\_

Agency \_\_\_\_\_ State \_\_\_\_\_

Prepared by/Telephone number/E-mail address \_\_\_\_\_ Chief, Commissioner, Sheriff, or Superintendent

## MONTHLY RETURN OF ARSON OFFENSES KNOWN TO LAW ENFORCEMENT

### Arson Definition

The offense of arson is defined by the national Uniform Crime Reporting (UCR) Program to include any willful or malicious burning or attempts to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

### Instructions

In Column 2, report all arson incidents which occurred in your jurisdiction and became known to your department during the month. Use your law enforcement jurisdiction and not fire districts to determine if an arson incident should be reported on your report. Count all arsons even though the offenses may have occurred in conjunction with violent crimes reported on the Return A. Include attempts to commit arson. Also, include "unfounded" reports of arson.

In Column 3, include all reports of arson which prove to be unfounded; those reports which prove upon investigation to be baseless and no offense of arson was committed or attempted.

In Column 4, enter the number of actual offenses of arson. This number is obtained by subtracting the number in Column 3 from the number in Column 2. Include attempts to commit arson.

In Column 5, enter the total number of arson offenses which were cleared by arrest or exceptional means.

In Column 6, enter the number of arson offenses cleared by arrest or exceptional means involving only persons under 18 years of age. This number is included in Column 5 and excludes those situations in which one or more of the persons involved were 18 years of age or over.

In Column 7, enter the number of arson offenses listed in Column 4 which involve structures (A - G, only) which were uninhabited, abandoned, deserted, or not normally in use.

In Column 8, enter the estimated value of property damage for all arson offenses listed in Column 4. Enter zero (\$0) if no property damage.

The UCR handbook may be used as a guide to preparing this reporting with two exceptions:

1. The Hierarchy Rule will not apply in this additional report. Any other Part I offenses occurring in conjunction with an arson will be reported on the Return A and the arson will be reported on this report.
2. If one of the property crimes occurs in conjunction with the arson, the value of the stolen property will be reported on the Supplement to Return A and the property loss due to fire, smoke, water, or other damage resulting from the arson will be reported in Column 8 of this report.

Each agency is requested to submit this arson form each month even if there are no arsons or attempted arsons to report. (In those instances, please submit the form indicating "None" or zero (0) arson offenses.)



## How to Prepare the Monthly Return of Human Trafficking Offenses Known to Law Enforcement

The Human Trafficking Form is a Uniform Crime Reporting (UCR) form used to collect monthly data on the number of human trafficking offenses that become known to local, county, state, and tribal law enforcement agencies (LEA) in the United States.

The Hierarchy Rule does not apply when reporting human trafficking. If a human trafficking offense occurs in conjunction with a Part I offense (murder and nonnegligent manslaughter, rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson), the reporting LEA must report the Part I offense on the Return A or Arson Forms, and the human trafficking offense must be reported on this form.

When reporting the number of human trafficking offenses, the number of offenses per victim are counted. One human trafficking victim can be counted under commercial sex acts, involuntary servitude, or both. For example, during the weekdays a victim is labored at a kiosk in the mall and on weekends the same victim is prostituted. One offense of commercial sex acts should be counted and one offense of involuntary servitude should be counted. *Count the number of human trafficking offenses per victim.*

### Column 1 - Human Trafficking Classification

Two human trafficking offense classifications are listed. The human trafficking offenses are defined as:

- Offense A     **Human Trafficking, Commercial Sex Acts:** Inducing a person by force, fraud, or coercion to participate in commercial sex acts, or in which the person induced to perform such act(s) has not attained 18 years of age. *(Commercial sex acts may be exchanged for anything of value.)*
- Offense B     **Human Trafficking, Involuntary Servitude:** The obtaining of a person(s) through recruitment, harboring, transportation, or provision, and subjecting such persons by force, fraud, or coercion into involuntary servitude, peonage, debt bondage, or slavery. *(Not to include commercial sex acts.)*

### Column 2 - Offenses Reported

All actual and attempted human trafficking offenses occurring within an agency's jurisdiction for the month should be reported in this column. Also included in this column are any offenses committed in previous months but not reported until this month. *All known offenses, including those subsequently determined to be "unfounded,"* should be entered in column 2.

All commercial sex acts and involuntary servitude offenses and attempts which occur during the month should be reported whether they become known to the police as the result of: (a) Citizens' complaints, (b) Reports of police officers, (c) "On view" (pick-up) arrests, (d) Citizens' complaints to sheriff, prosecutor, county police, private detective, constable, etc., and (e) Any other means.

- Row 1     Enter all actual, attempted, and unfounded commercial sex acts offenses reported for the month. Also included in this column are any commercial sex acts offenses committed in previous months but not reported until this month. *All known commercial sex acts offenses, including those subsequently determined to be "unfounded,"* should be entered.
- Row 2     Enter all actual, attempted, and unfounded involuntary servitude offenses reported for the month. Also included in this column are any involuntary servitude offenses committed in previous months but not reported until this month. *All known involuntary servitude offenses, including those subsequently determined to be "unfounded,"* should be entered.
- Row 3     Enter the totals of row 1 and row 2.

### Column 3 - Unfounded, i.e., False or Baseless Complaints

An unfounded, false, or baseless complaint is when a department receives a report of an offense from a citizen which, after preliminary investigation by officers, is determined to be false or baseless. In other words, no crime occurred. In this case, each unfounded complaint should be reported in column 3.

- Row 1     Enter the number of commercial sex acts complaints which were proved to be "unfounded" by police investigation.
- Row 2     Enter the number of involuntary servitude complaints which were proved to be "unfounded" by police investigation.
- Row 3     Enter the totals of row 1 and row 2.

### Column 4 - Number of Actual Offenses (Column 2 minus Column 3) (Include Attempts)

To complete this column, the numbers in column 3 are subtracted from those in column 2 for each offense; that is, the Unfounded (column 3) count is subtracted from the Offenses Reported (column 2) count. The difference is the count to be reported as the Number of Actual Offenses (column 4) which occurred in the jurisdiction for the month.

- Row 1 Enter the number of actual and attempted commercial sex acts offenses reported for the month.
- Row 2 Enter the number of actual and attempted involuntary servitude offenses reported for the month.
- Row 3 Enter the totals of row 1 and row 2.

#### **Column 5 - Total Offenses Cleared by Arrest or Exceptional Means**

Offenses are cleared either by arrest or exceptional means. In column 5, one entry should be made for each human trafficking offense that is cleared. DO NOT COUNT THE NUMBER OF PERSONS ARRESTED IN COLUMN 5. Column 5 is the total number of offenses cleared. An offense is "cleared by arrest" when at least one person is arrested, charged, and turned over to the court for prosecution. The arrest of many persons may clear only one offense or several offenses may be cleared by the arrest of one person.

Offenses can be cleared by exceptional means if the investigation (1) has definitely established the identity of the offender, (2) if there was enough information to support an arrest, charge, and turning over to the court for prosecution, (3) if the exact location of the offender was known so that the subject could be taken into custody, and (4) if there was some reason outside law enforcement control that preclude arresting, charging, and prosecuting the offender. Reasons outside of law enforcement control include circumstances such as: suicide of the offender, double murder, deathbed confession, offender killed by police or citizen, confession by an offender already in custody, or offender is prosecuted or in custody of another jurisdiction. The list is not all-inclusive; there may be other circumstances in which a LEA is entitled to an exceptional clearance.

The administrative closing of a case or the "clearing" of it by departmental policy does not permit exceptionally clearing the offense for UCR unless all four criteria mentioned earlier can be answered *yes*.

- Row 1 Enter the number of commercial sex acts offenses cleared by arrest or exceptional means.
- Row 2 Enter the number involuntary servitude offenses cleared by arrest or exceptional means.
- Row 3 Enter the totals of row 1 and row 2.

#### **Column 6 - Number of Clearances Involving Only Persons Under 18 Years of Age**

In column 6, one entry should be made for each human trafficking offense cleared involving OFFENDERS under 18 years of age *only*. The number in this column can never be greater than the number in column 5.

If an offense is cleared by arrest or exceptional means and offenders include both adults and persons under 18 years of age, *the clearance should be scored only in column 5*. If a clearance involves only persons under age 18, the clearance is entered in both columns 5 and 6. REMEMBER THAT PERSONS ARRESTED ARE NOT BEING COUNTED IN COLUMNS 5 AND 6. COUNT ONLY THE NUMBER OF HUMAN TRAFFICKING OFFENSES CLEARED.

Offenses reported in previous months but not cleared can be cleared in columns 5 and 6 of this month's report.

- Row 1 Enter the number of commercial sex acts offenses cleared by arrest or exceptional means by offenders under 18 years of age.
- Row 2 Enter the number involuntary servitude offenses cleared by arrest or exceptional means by offenders under 18 years of age.
- Row 3 Enter the totals of row 1 and row 2.

This Human Trafficking Form should be forwarded to the FBI UCR Program. Each agency is requested to submit this form each month by the seventh day after the close of the month. If there were no human trafficking or attempted human trafficking offenses to report, check the box on the Human Trafficking Form.

**MONTHLY RETURN OF HUMAN TRAFFICKING OFFENSES KNOWN TO LAW ENFORCEMENT**



This form is authorized by PL 110-457 (HR 7311), the *William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008*. Even though you are not required to respond, your cooperation in completing this form to report all monthly incidents of human trafficking will assist the FBI in compiling timely, comprehensive, and accurate data. Please submit this form to UCRstat@leo.gov and any questions to the FBI, Criminal Justice Information Services Division, Attention: Uniform Crime Reports/Module E-3, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306; telephone 304-625-4830, facsimile 304-625-3566. Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. This form takes approximately 5 minutes to complete.

## ADMINISTRATIVE INFORMATION

**ORI Number:** Enter the nine-character Originating Agency Identifier assigned to your agency.

**Month and Year:** Enter the month and year of data being submitted.

**Name of Agency:** Enter the name of your agency.

**Name and Title of Preparer:** Enter the preparer's name and job title.

**Telephone Number and E-mail address of Preparer:** Enter the preparer's telephone number and e-mail address.

If there were no human trafficking offenses to report for the month, check this box.

☐

## HUMAN TRAFFICKING OFFENSES

1	2	3	4	5	6
Human Trafficking Classification	Offenses Reported	Unfounded, i.e., False or Baseless Complaints	Number of Actual Offenses (Column 2 Minus Column 3) (Include Attempts)	Total Offenses Cleared by Arrest or Exceptional Means	Number of Clearances Involving Only Persons Under 18 Years of Age
A. Commercial Sex Acts			0		
B. Involuntary Servitude			0		
<b>GRAND TOTAL</b>	0	0	0	0	0



# NAVAJO NATION DEPARTMENT OF JUSTICE



## REQUEST FOR SERVICES



DOJ	
08/01/16	120
DATE/TIME	
RFS #:	46-1594#2
UNIT:	H594

☒ RESUBMITTAL  
(July 2016)

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

### CLIENT TO COMPLETE

DATE OF REQUEST: 8/1/2016	ENTITY/DIVISION: Navajo Division of Public Safety
CONTACT NAME: Michele Tom	DEPARTMENT: Police Department
PHONE NUMBER: 928-871-7584	E-MAIL: mmtom@navajo-nsn.gov

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (Attach Documents):  
Review LE SOW for 2017

DEADLINE:	Click here to enter a date.	REASON:	Limited to 40 characters
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### DOJ SECRETARY TO COMPLETE

#19 DATE/TIME IN UNIT: 8/1/16 @ 1:00	REVIEWING ATTORNEY/ADVOCATE: Michelle
DATE TIME OUT OF UNIT: 8/3/16 @ 850	PREPARED BY (initial):

### DOJ ATTORNEY / ADVOCATE COMMENTS

Scope of work is legally sufficient.  
NNDOT reviewed response regarding previous comments to  
Scope of work. (Note: Section 103(C) may be requested for deletion  
again by BIA because based on the letter from last year, it appears BIA  
does not believe that is part of law enforcement's work).

REVIEWED BY: (PRINT) Michelle Begay	DATE / TIME: 8/2/16 4:28 pm
DOJ Secretary Called: Michele	for Document Pick Up on 8/3/16 at 8:50 By: gm

PICKED UP BY: (PRINT)	DATE / TIME:
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# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

## MEMORANDUM:

TO : Michelle Begay, Attorney  
Navajo Department of Justice

FROM : Michele Tom  
Michele Tom, Senior Contract Analyst  
NDPS- Fiscal Management

DATE : August 1, 2016

SUBJECT : Response to comments for LE SOW

The Navajo Police Department (NPD) is responding to your comments on the pre-review for LE SOW for 2017.

- 1) Page 4 Latter part of Section G.- The language requested is included in Internal Affairs draft revised Plan of Operations; the department requested to insert this specific language because they do preform patrol duties
- 2) Page 5, Section G- Language was inserted into this section again because last year we were informed to take it out when we had originally requested to have it added. Please see attached memo that NDPS sent to BIA in response to their letter dated December 10, 2015. The department wants the language included because we would like to get additional funding for our NG 9-1-1 operations.
- 3) Page 7 Section E- Language is inserted to specify that it will be business attire instead of having it just stating 'clothing'.
- 4) Page 9 Section C- Thank you for catching the error that we had language already inserted.
- 5) Page 10 Section 108- Language was not removed from last year. We were informed that it needed to be included. Please see attached memo that NDPS sent to BIA in response to their letter dated December 10, 2106.
- 6) Page 10 Section 110- "Business" was inserted because we wanted to cover all types of education and there are some commissioned personnel that are working on receiving a degree in that field.

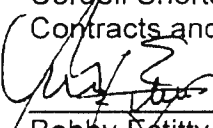


# THE NAVAJO NATION

RUSSELL BEGAYE  
JONATHAN NEZ

## MEMORANDUM:

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

FROM :   
Bobby Estitty, Acting Chief of Police  
NDPS- Navajo Police Department


DATE : December 14, 2015

SUBJECT : Response to BIA memo

The Navajo Police Department (NPD) is responding to Ms. Bennett's memo regarding 93-638 Law Enforcement Contract- Patrol Services.

- 1) SOW Section 101- "State" has been removed
- 2) SOW Section 103- Language has been removed.
- 3) SOW Section 108- Section was inserted back into the SOW.
- 4) Summary Budget- Breakdown listed all positions paid with 638 funds and current fringe benefit rate listed for those positions.
- 5) Budget has been revised to reflect amount of \$19,235.045 and replaces former submitted budget. (Please see Attachment)

## CONCURRENCE:

  
Jesse Delmar, Division Director  
Division of Public Safety

CC: File



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
OFFICE OF JUSTICE SERVICES  
DISTRICT IV  
1001 Indian School Road, NW STE 251  
Albuquerque, New Mexico 87104



IN REPLY REFER TO:

DEC 10 2015

Honorable Russell Begaye  
President, The Navajo Nation  
P.O. Box 9000  
Window Rock, AZ

Attention: Cordell Shortey, Contracting Officer  
Contracts and Grants Section, OMB

Dear President Begaye:

The Bureau of Indian Affairs – Office of Justice Services (OJS) District IV has completed initial review of the Nation's P.L. 93-638 re-contracting proposal request for funding the continued operation of the Navajo Nation Law Enforcement program.

The re-contract proposal package includes Authorizing Resolution No. 73-15, a 'proposed' Model 108 Contract, 'proposed' Annual Funding Agreement –including a Scope of Work and other related documents, and a summary budget request totaling \$21,098,204.00 for FY2016. Our review of the re-contract proposal is to insure all necessary and required items specified in 25 CFR 900.8 and applicable federal statutes, laws and regulations are included.

At this time, the following items need clarification, correction, or to be revised and re-submitted:

1. In the Statement of Work, Section 101, paragraph B, the term "State" should be removed. The ISDEAA authorizes tribes to enter into contractual agreements with BIA to take over programs that the Secretary would otherwise provide to the tribe, such as law enforcement. 25 U.S.C. § 450 et. seq. Nothing in the ISDEAA gives the Secretary the authority to grant tribes authority which the Secretary does not have. The authority of the Secretary, through BIA, to provide law enforcement services to Indians is codified in the Indian Law Enforcement Reform Act ("ILERA"). 25 U.S.C. §§ 2801-2809. BIA is authorized to delegate its own law enforcement authority to tribes through an ISDEAA contract, but the delegation is limited to the law enforcement activities that BIA itself is authorized to carry out through ILERA. The BIA is not authorized to transfer law enforcement authority from any State or from another tribe through an ISDEAA contract, as any state jurisdiction is an agreement between the state and the tribe in a separate MOU. Please edit and/or provide the correct language to address this.

2. In the Statement of Work, Section 103, paragraph G, the following language must be removed:

- "The Funding Source will endeavor to assist the Contractor by earmarking additional federal funds for the new Navajo Nation Next Generation (NG) 9-1-1 Public Safety Answering Point's (PSAP) operations"

The BIA cannot fund that specific item and it is not the purpose of the law enforcement services contract to commit the federal government to doing so within this agreement:

3. In the Statement of Work, Section 108 should be included and not stricken, as the Nation cannot use 638 funding under a law enforcement services contract to provide security services for the nation and/or for any tribal elected or appointed officials.
4. The proposed Summary Budget should be detailed to include all positions paid with the law enforcement contract funding and concurring fringe benefits percentage. [Please reference Criminal Investigations Budget Summary as an example]
5. The proposed budget should reflect the calendar year 2015 Secretarial level share of funding available for the Navajo Nation Law Enforcement Patrol Services in the amount of \$19,235,045. The budget amount submitted with your re-contracting proposal (\$21,098,204) includes an increase request in the amount of +\$1,863,159 (Direct Program Funds). Unfortunately, the limited amount of funding appropriated by congress and allocated to all tribes nationwide for law enforcement services is distributed according to base funding shares identified when a tribe contracts or compacts bureau programs, functions, services and activities (pfsa) under the Indian Self-Determination and Education Assistance Act. Increases or decreases are decided through each fiscal year's congressional appropriation, and unfortunately FY2016 does not include any increase to BIA-OJS funding for tribal law enforcement and/or detention programs, nor is there an anticipated increase for FY2017. In the event a revised budget request is not submitted by the Nation, the BIA-Office of Justice Services will initiate a partial declination.

Please submit a response and necessary corrections/edits to your proposed submission of re-contracting documents by COB, December 31, 2015.



If you have additional questions or concerns, please feel free to contact SA Roanna Bennett at (505) 863-8317 or Jeanette Quintero (505) 863-8228.

Sincerely,



Special Agent in Charge/Approving Official  
BIA-Office of Justice Services

CC:

Jeanette Quintero, Self Determination Specialist, NR  
Jesse Delmar, Executive Director, Navajo Public Safety Department

## **LAW ENFORCEMENT PATROL P.L. 93-638 CONTRACT**

### **STATEMENT OF WORK**

101. The Contractor shall perform the following Bureau program: **LAW ENFORCEMENT SERVICES.** Subject to the terms of the contract, the Annual Funding Agreement (AFA), and availability of funds, the Contractor shall perform police law enforcement activities as noted in the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, within Navajo Indian Country, as defined in 18 U.S.C. 1151, excluding the Moencopi Administrative Unit, ("Service Area"). In addition, the Contractor will provide one law enforcement officer each to the communities of Canoncito and Alamo (New Mexico) and New Land in Apache County (Arizona). These services shall include:
- A. Maintaining law enforcement and crime prevention services as deemed necessary by the Contractor within the service area.
  - B. Enforcing applicable Navajo Nation and federal laws and ordinances.
  - C. Protecting private, public and government property within the service area (i.e. Public Hearings, Public Forums, Community Fairs and Events, Townhall Meetings.)
  - D. Providing community plans, prevention programs (i.e., Drug Awareness Resistance Education and Training (DARE), Gang Resistance Education and Training (GREAT), and the Neighborhood Watch Program).
  - E. Creating and implementing specialized programs, task forces and teams for particular situations, including internal affairs investigations.
  - F. Responding to citizen's complaints or other request for law enforcement services within the service area.
  - G. Providing patrol services on and off roadways and in Indian communities within the service area.
  - H. Providing other services, such as serving criminal warrants, summons and subpoenas. Civil summons and other Navajo Nation Court orders may be served, provided the Contractor is properly reimburses for all travel related expenses and provided these services do not significantly interfere with Contractor's ability to carry out its daily responsibilities and duties to the general public.
  - I. Writing clear, concise and comprehensive case reports, preparing cases for and testifying in court.
  - J. Familiarizing law enforcement personnel with all applicable provisions of the Navajo Nations Codes, federal and state laws, this statement of work, and other necessary references.

- K. Conducting search and rescue operations for missing persons, runaway children, drowning victims, and for other victims of natural and manmade emergencies.
- L. Completing investigations of all unattended deaths that do not involve foul play.

This contract does not include fire and rescue service, highway safety, emergency medical services, emergency management, environmental and resource enforcement provided by other Navajo Nation and federal programs.

- 102. Personnel.** The Contractor shall perform the contracted law enforcement program in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement personnel or the equivalent. In addition to Navajo Nation personnel employment standards, the Contractor shall require the following for each law enforcement position:
- A. Employee candidates must present evidence of ability to discharge the duties of the position. Commissioned law enforcement officer candidates, in addition to other qualifications, shall demonstrate the traits and characteristics important to succeed in police work. Among these are: alertness, ability to work in stress situations, ability in oral expression, tact, integrity, capacity for effective public relations, practical intelligence and good judgment. Candidates must be honest and trustworthy; have integrity, sound judgment, temperate habits; and have a satisfactory work record. Any applicant who does not have these qualities shall not be appointed to the commissioned law enforcement position.
  - B. Prior to employment of any commissioned law enforcement officer, a full field background investigation shall be completed by the Contractor. Such investigation shall include but not limited to Navajo Nation, other tribal, local, state, and federal criminal history checks. Background checks/ clearances, through fingerprint charts (FD-258) must be conducted through the Assistant Director, Identification Division, Federal Bureau of Investigation, Washington, D.C. 20537. Checks/ Clearance through the National Crime Information Center (NCIC), state criminal history centers and local police and tribal court records shall also be conducted. All background check/clearances shall be recorded, documented, and kept on file for each commissioned officer at the Contractor's Public Safety headquarters. Careful review and documentation shall be made on each officers' family data, education, employment, medical and military history, previous residences, organizations, and affiliations, person references, credit record and police record, including drivers' license history and status. Background reviews shall be conducted through both a written questionnaire to be completed by the employee applicant and a personal interview with present and past supervisors and associates who have personal knowledge of the applicant's background and character. The Contractor shall update background investigation every five (5) years from the date of last background investigation on all commissioned officers.

- C. Any person who has been convicted of a felony is not eligible for employment. Also any person who has been convicted of a misdemeanor, excluding minor traffic violations, within a period of three (3) years immediately preceding his/her appointment, or who has been convicted or plead guilty to a misdemeanor or domestic violence, shall not be eligible for employment as a commissioned law enforcement officer. Pursuant to the Indian Child Protection and Family Violence Act of 2006, any person who is found guilty of or entered a plea of *nolo contendere* or guilty to any felony or any of two or more misdemeanors under federal, state, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons or offenses against children shall not be eligible for employment.
- D. Persons appointed to commissioned law enforcement positions shall be 21 years of age. This requirement may be waived for United States armed services' veterans discharged under honorable conditions.
- E. Applicants and commissioned law enforcement officer positions must be physically able to perform efficiently the duties of the positions, applicants shall have binocular vision correctable to 20/20 (Snellen) in each eye; uncorrected vision shall be no more than 20/100 in each eye. Near vision corrected or uncorrected shall be sufficient to read Yeager Type 2 at 14 inches. All law enforcement officers must be able to distinguish basic colors. All law enforcement officer position applicants shall have the ability to hear the conversational voice, without the use of a hearing aid. Persons with an amputation of arm, hand, leg or foot shall not be employed. Applicants shall possess emotional and mental stability. Any physical condition which would cause the employee to be a hazard to himself/herself or to others shall be disqualified for appointment/employment or continued employment or appointment as a law enforcement officer. Fitness for duty examination shall be ordered for any employee in question. In addition, an annual medical examination shall be completed for each commissioned law enforcement officer to ensure fitness for duty. Medical certificates shall be placed in each individual's official personnel folder.
- F. Employee candidates must complete and successfully pass a psychological evaluation conducted by a licensed psychologist prior to employment. Any applicant who does not meet this requirement shall not be hired in a law enforcement officer position. The Bureau of Indian Affairs will cooperate with the Contractor in obtaining such services through the Indian Health Service. In the event that these services cannot be obtained through the Indian Health Services, upon written request from the Contractor, the Bureau of Indian Affairs shall assist in developing and submitting a request for contract support funds to cover these costs. In the event that the Bureau develops a comprehensive mechanism to provide these services throughout Indian Country, the Contractor will have the opportunity to participate.
- G. The Contractor, through its internal affairs unit, shall be responsible for promptly conducting administrative investigations in response to allegation of employee misconduct. Administrative investigations shall be conducted professionally, impartially and thoroughly and reports shall be timely, objective and accurate. All administrative

investigations conducted by the internal affairs unit shall be documented and maintained in a confidential manner. Any subsequent disciplinary action shall be processed pursuant to applicable Navajo Nation personnel policies and procedures, as amended, and other policies and procedures applicable to the Contractor. The Navajo Nation and the BIA will discuss in a timely manner the development of a protocol for the sharing of information between the Navajo Nation Department of Internal Affairs and the Office of Justice Services.

- 103. Qualifications and Training.** The Contractor shall assure that each law enforcement officer is Qualified, depending upon position classification in the field of law enforcement and has a working knowledge of arrest procedures, rules of evidence, crime scene search, preservation of evidence, report writing, testifying in court and related law enforcement functions.
- A. Each law enforcement officer must pass an approved firearms qualifications course every six (6) months to be qualified to carry a firearm. Whenever an officer's firearms qualification lapses, all weapons issued to the law enforcement officer shall be returned. Any of the following firearm qualification courses may be used to qualify law enforcement officers in the use of a firearm:
    - 1. The National Rifle Association National Police Course.
    - 2. The National Rifle Association 25-Yard Course.
    - 3. The National Rifle Association Practical Pistol Course
    - 4. The Federal Bureau of Investigation Practical Pistol Course
    - 5. All state approved firearms courses.
    - 6. Federal Law Enforcement Training Center Courses.
  - B. Newly-employed law enforcement officers shall successfully complete, within their first year of service, the approved Basic Police Recruit Training Course conducted at the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs or a comparable basic police recruit training course approved by a the Assistant Secretary of Indian Affairs. An officer who fails to complete the training required by this paragraph shall be discharged or transferred to a position not involving law enforcement duties. Transfer may result in demotion. The Contractor may not utilize law enforcement officers, classified as police recruits by the Contractor, until such time that they have successfully completed the Basic Police Recruit training required for peace officer certification. Internal Affairs Investigators shall be required to attain Internal Affairs certification within one year from appointment to Department of Internal Affairs.
  - C. Prior to, or within one year after, promotion or appointment to a supervisory law enforcement position, an employee shall complete the approved Supervisory Law Enforcement Officer Training Course conducted at the Indian Police Academy or a



similar course substantially meeting or exceeding the level of training provided by the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs. A law enforcement officer who is serving in a supervisory position and fails to complete the training required in this paragraph shall be demoted.

- D. Each law enforcement officer shall receive a minimum of forty (40) hours of local in-service training annually to meet training needs determined by Contractor and to keep abreast with developments in the field of law enforcement.
- E. The Contractor may establish and maintain a training academy for the training of its personnel. The curriculum used for training, in compliance with the Bureau's mandated requirements shall be submitted to the AOTR for approval and certification prior to the implementation of the training. The AOTR, within thirty days of receipt of the curriculum, shall respond to the Contractor its approval or disapproval of the curriculum. If the AOTR fails to respond within the thirty days, it shall be deemed by the Contractor that the curriculum has been approved. Any disapproval of curriculum by the AOTR shall explain the reason for disapproval.
- F. The Contractor will establish and maintain a support section for the maintaining, training, and maintenance of all the computerized reporting of 107 and salaries will be commensurate with duties and responsibilities. This information management section will be responsible for primary criminal justice reporting elements for police dispatch, police patrol, criminal investigations, and corrections.
- G. The Contractor shall directly operate and provide radio communication and dispatch services and activities in furtherance of the Indian Law Enforcement Reform Act (25 U.S.C. §2801, *et seq.*) within Navajo Indian Country. The dispatch services will be responsible for operating law enforcement radio communications and dispatch system and/or computer aided dispatch services. The dispatch services will be responsible for reporting emergencies to the respective and appropriate law enforcement personnel or agency. All dispatch personnel will perform dispatch services in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement patrol telecommunications operators or the equivalent. The Contractor fully understands and agrees to utilize current funding level for said services.
- H. To the extent of available resources, the Bureau shall provide additional necessary training, when requested in writing by the Contractor to enable the Contractor to carry out the terms and standards of the Contract. However, in the event that the Bureau cannot provide training needed by the Contractor to carry out the terms and conditions of this Contract, such failure will not adversely affect this Contract.
- I. CERTIFICATES OF SATISFACTORY COMPLETION OF EACH OF THE ABOVE TRAINING REQUIREMENTS SHALL BE MAINTAINED IN EACH INDIVIDUAL OFFICER'S PERSONNEL FOLDER.

**104. Certification as Federal Law Enforcement Officers.** The Bureau may commission any law enforcement officer as a Federal Law Officer as set out in Attachment A-B, which contain the executed SLEC Agreement and the BIA-OJS SLEC policies in place when the AFA is submitted each year.

**105. Uniforms and Equipment**

- A.** Uniforms, when worn, shall positively identify the wearer as a law enforcement officer badge, name plate and tribal patch shall be visible at all times. Uniforms of all law enforcement personnel shall be plainly distinguishable from the uniforms of other non-law enforcement personnel. Each officer shall be issued a standard identification card bearing a photograph of the officer.
- B.** All law enforcement officers shall be equipped with a two-way radio, emergency lights (Code 3), sirens, safety screens (cage), fire extinguisher, flashlight, emergency flares, blankets, a first aid kit, a shovel, and a rappelling rope, at least 100 feet in length. Contractor shall maintain all vehicles in good working condition.
- C.** The Contractor shall provide all uniformed law enforcement officers with the following items and assure they are in good working condition:
  - 1. .40 caliber, 9 mm, or other firearms duly authorized by the Contractor.
  - 2. Belt holster, handcuffs, mace and pepper mace (including case), cartridge holder, and handcuffs with keys.
  - 3. Minimum of two complete uniforms, including hat/helmet, hat shield and breast badge, baton, bullet-proof vest, foul weather gear, and inclement weather outer wear.
  - 4. Ammunition shall be expended and replaced annually.
  - 5. Baton.
  - 6. Tasers
- D.** The Bureau shall provide necessary equipment, when requested in writing by the Contractor and subject to availability, to the contractor to efficiently and effectively carry out the terms and standards of the Contract.
- E.** All Internal Affairs investigators shall be issued a standard identification card bearing a photograph of the investigator. The Internal Affairs investigator shall wear clothing in accordance with the departmental uniform standard.

**106. Salaries.** Salaries paid law enforcement officers by the Contractor under this Contract shall be equal to or greater than the salaries paid law enforcement officers with similar responsibilities employed directly by the Bureau of Indian Affairs.

**107. Reporting.** The Contractor shall prepare and submit the following reports to the Contracting Officer's Representative:

**A. Annual Narrative Report.  
(Monthly Statistical Reports)**

Within (120) days after the end of the Contract year of this Contract, the Contractor will prepare an annual report covering the accomplishments and problems encountered during the prior year. The Annual Report shall contain the following statistical information and the report may contain any other statistical information the Contractor deems appropriate:

1. Arrest (adult, juveniles, male/female, classification of offenses);
2. Citations (classified by jurisdiction, adults, juvenile, male/female);
3. Motor Vehicle Accidents (non-injury, injury, fatality);
4. Crime statistics (classified into Part I, Part II, offenses classified by jurisdiction);
5. Patrol activities (classified as residential, dances, etc.);
6. Special Operations conducted (missing person, search and rescues, etc.);
7. Legal process served (classified by jurisdiction, warrants, subpoenas, etc.);
8. Public Assistance Contracts (motorist assistance, family disturbances resulting in counseling, weather information, etc.);
9. Crime Prevention Activities conducted (schools, chapters, etc.);
10. Vehicle Mileage Report
11. Monthly Drug Statistical Report; and
12. Other statistical information and Navajo Division of Public Safety may desire to add.

**B. Internal Reporting Procedures.**

The Contractor will maintain the following information as part of its performance of this

Contract, but will not submit this information. However, this information will be available for inspection during the Bureau's yearly monitoring visit:

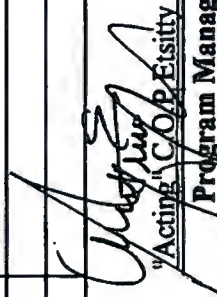
1. Dispatcher logs;
2. Officer logs;
3. Case reports, including arrest, investigation and incident records;
4. Juvenile records;
5. Individual arrest and disposition records;
6. Evidence records;
7. Booking logs;
8. Payroll records of all employees;
9. Reports of all traffic accidents investigated;
10. Individual background investigation records;
11. Training records and certificates of completion;
12. Codes of Conduct;
13. Jailer logs (Inmate checks);
14. Government-furnished property inventory list;
15. Employee performance appraisal files;
16. Annual physical examination records;
17. Firearms certification records;
18. Criminal case logs;
19. Firearm inventory list; and
20. Except in firearms training, each time a firearm is used for law enforcement purposes, a report shall be filed with a supervisor of the officer who used the weapon. Whenever use of a weapon results in serious injury or death of any person, the officer who fired the weapon shall be placed on administrative leave, or be assigned to strictly administrative duties pending a thorough investigation of all circumstances surrounding the incident.

- C. **Civil Rights Violations Reports.** In addition to prescribed Navajo Nation reporting guidelines, when a Contract law enforcement officer receives an oral or written allegation that a law enforcement officer employed under this contract has violated the civil rights of any person, the receiving officer shall prepare a written report of the allegation and transmit it through the chain of command to the Navajo Police Department of Law Enforcement Chief of Police within seven (7) days of receipt of the allegation. No later than seven (7) days after being notified of the allegation, the Navajo Police Department of Law Enforcement Chief of Police shall submit written notification to the Navajo Department of Criminal Investigations Director, Navajo Department of Internal Affairs Commander, the Bureau of Indian Affairs, the Navajo Area office, the Federal Bureau of Investigation and the President of the Navajo Nation. If the Navajo Police Department of Law Enforcement Chief of police, the District Captain or high ranking official is accused of a civil rights violation, the report of the allegation shall be transmitted directly to the Navajo Department of Criminal Investigations Director, the President of the Navajo Nation, the Federal Bureau of Investigation and the Navajo Area office.
- D. **Serious Incident Reports.** In addition to prescribed Navajo Nation reporting guidelines, whenever a serious incident occurs, the Navajo Police Department of Law Enforcement Chief of Police will report by telephone or facsimile or email within 24 hours or the next business day, whichever is earlier, to the Office of Justice Services, District 4 in Albuquerque, New Mexico ("District 4"). The information reported to District 4 by telephone or facsimile or email in this initial time frame will be of a preliminary nature. The Chief of Police will report a serious incident on the Navajo Police Department of Law Enforcement Officer of the Day (O.D) Major Incident Report form which is attached as an exhibit to Attachment D of this Scope of Work. The serious incidents to be reported to the Office of Justice Services include:
1. Serious crimes against persons that have the potential to become high profile cases.
  2. Major, or unusual, drug seizures or drug-related arrests in which the value, amount or circumstances of the seizure has the potential to attract significant media or political attention.
  3. Serious incidents, accidents, or major events involving state, federal, or foreign political government officials or their families.
  4. Actual, attempted, or planned terrorist activity, sabotage or other hostile acts.
  5. Significant law enforcement events that require, or may require, the dispatch of specially trained teams to augment normal law enforcement capabilities.
  6. Major natural or man-caused disasters-excluding wildfires-which cause, or have the potential to cause, significant loss of life, injuries, or property damage.



7. The death of, or life threatening injury to, any law enforcement officer incurred during the performance of duty.
  8. The discharge of a firearm by an officer toward another individual or the use of a weapon by another individual against an officer or employee.
  9. Any use of force by an officer that results in serious injury or death to another individual.
  10. All deaths including homicides, traffic-related, unattended, unknown or suicides.
- 
108. **No assignment as Security.** No Police Officer shall be assigned to serve as bodyguards for the President, Vice-President or other politically elected or appointed official of the Navajo Nation government. This does not prohibit any Police Officer from conducting an investigation of criminal offenses or threats of criminal offenses against the President, Vice-President or other politically elected or appointed official of the Navajo Nation.
  109. **No Third-Party Beneficiary.** This contract does not and is not intended to create rights in any person(s) or entities other than the contracting parties.
  110. **Upward Mobility Plan.** The Upward Mobility Plan is a component of the Police Department as a staff development and training program, which is an educational support service for under graduate and graduate level employees pursuing a Bachelor of Science degree or Masters Degree in Criminal Justice Administration and/or Public Administration, or related fields.

**The Navajo Nation**  
**Summary Budget on**  
**FY 2016 PL 93-638 BIA Funding**

<b>Part I. - Program Information:</b>			
A. Program / Division:		NDPS Law Enforcement	
B. Contract No.:			
<b>Part II. - Budget Information:</b>			
A	B	C	D
Major Category	Description	Explanation on purpose of the budget.	Budget Amount
2001	Personnel Salary	Total personnel cost (Capts, lts, Sgts, Sr. PO, PO, Admin support staff) up to 2,080 hours	\$13,228,474.55
2900	Fringe Benefit	Total fringe benefit cost (42.60% commissioned and 45.60% civilian)	\$6,006,570.45
3000	Travel		
3500	Meeting		
4000	Supplies		
5000	Lease & Rental		
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service		
7000	Special Transactions		
8000	Assistance		
9000	Capital Outlay		
9700	Indirect Cost		
<b>Total Budget</b>			<b>\$19,235,045.00</b>
<b>Part III. - Signatures:</b>			
 Acting COP Etsitty Program Manager / Date		Jesse Delmar Division Director / Date	



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

August 24, 2016

## MEMORANDUM :

TO : 164 Reviewers  
Executive Branch

FROM : Michele Tom  
Michele Tom, Senior Contract Analyst  
Fiscal Management Section, NPD/NIDPS

SUBJECT : 164 packet #6461

This memorandum is in response to OMB-OCG dated August 16, 2016 and OOC Concerns

Item A. The program does not want to use the FY 2016 recurring base amount. The program is requesting for additional funds (\$585,655) for FY2017 to cover the rising cost of personnel expenses (i.e. payroll and fringe benefits) and for operations expenses. Currently, all funds received from BIA is personnel cost and we would like to purchase equipment.

Item B: Detail breakdown is listed on the proposed budget (Attachment B).

OOO Notation: Better copy of Deputation Agreement. Program attached better copy of the agreement



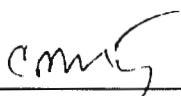
# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

August 16, 2016

## MEMORANDUM

TO : E. O. 07-3013 Document Reviewers

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

SUBJECT : Document no. 006461 – Funding Proposal for FY 2017 BIA Funds by NDPS Program

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

- A. The Program is to use the FY2016 recurring funds allocated as the base in submitting the proposed budget for FY2017 funding. If the amount exceeds the base budget then explanation must be provided to justify the higher amount. The program budget for FY 2017 is \$20,038,832. The recurring funds allocated for FY 2016 amount was \$19,455,177. However, there is no explanation provided on the difference increase of \$583,655.
- B. The explanation and justification that is lacking as stated above needs to be provided by the program so it can be included in the funding proposal submitted to BIA NRO.

The Sponsor needs to resolve the deficiency before the funding proposal is signed by President Begaye or Chief Justice (on Navajo Department of Public Safety-NPD/Contract).

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

Attachment

Cc : file

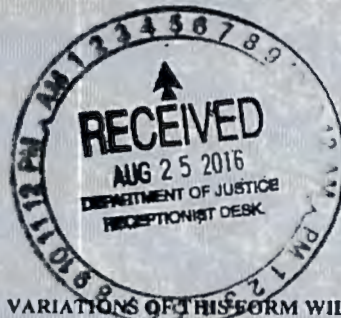




# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM

☐ RESUBMITTAL



DOJ
08/25/16 4:02p
DATE / TIME
<input checked="" type="checkbox"/> 7 Day Deadline
DOC #: 006461
SAS #:
UNIT: Hsqn

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

CLIENT TO COMPLETE	
DATE OF REQUEST: Aug 25, 2016	ENTITY/DIVISION: NDPS
CONTACT NAME: Michelle Tom	DEPARTMENT: Police dept
PHONE NUMBER: 871-7584	E-MAIL: mmtom1@navajo-nsn.gov
TITLE OF DOCUMENT: NDPS-NPD 2017 1638 Successor AFA	
DOJ SECRETARY TO COMPLETE	
DATE/TIME IN UNIT: 8/26/15 8:00	REVIEWING ATTORNEY/ADVOCATE: Michelle
DATE/TIME OUT OF UNIT: 8/29/16 8:46	
DOJ ATTORNEY / ADVOCATE COMMENTS	
Legally sufficient. Budget may be subject to negotiation. DPS may need to relabel attachments as there are 2 attachment "A" - Scope of work and Deputation Agreement	
REVIEWED BY: (PRINT) Michelle Begay	DATE / TIME 8/26/16 4:45 PM
SURNAMED BY: (PRINT) Kandis Martinez	DATE / TIME 8/26/16 5:12 PM
DOJ Secretary Called: Michele	for Document Pick Up on 8/29/16 at 846 By: gmn
PICKED UP BY: (PRINT)	DATE / TIME:



Document No. 006461Date Issued: 08/02/2016**SECTION 164 REVIEW FORM**Title of Document: NDPS-NPD 2017 '638 Successor AFA Contact Name: TOM, MICHELE MProgram/Division: DIVISION OF PUBLIC SAFETYEmail: mmtom@navajo-nsn.gov Phone Number: 928-871-7584

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

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

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

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

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

<input checked="" type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: <u>See memo</u>	Date: <u>6/8/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	2. OMB: <u>See memo</u>	Date: <u>8/12/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	3. OOC: <u>Delegation Agreement</u>	Date: <u>08/18/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	4. OAG: <u>See memo</u>	Date: <u>8/24/16</u>	<input checked="" type="checkbox"/>	<input checked="" 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: <u>See memo</u>	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>



# NAVAJO NATION DEPARTMENT OF JUSTICE



## REQUEST FOR SERVICES



DOJ
7/26/16 4:47p
DATE / TIME
RFS #: 16-1594
UNIT: HSCU

☐ RESUBMITTAL

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

CLIENT TO COMPLETE			
DATE OF REQUEST: 7/26/2016		ENTITY/DIVISION: Navajo Division of Public Safety	
CONTACT NAME: Michele Tom		DEPARTMENT: Police Department	
PHONE NUMBER: 928-871-7584		E-MAIL: mmtom@navajo-nsn.gov	
COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (Attach Documents): Review LE SOW for 2017			
DEADLINE:	Click here to enter a date.	REASON:	Limited to 40 characters
DOJ SECRETARY TO COMPLETE			
#19 DATE/TIME IN UNIT: 7/27/16 8:00		REVIEWING ATTORNEY/ADVOCATE: Mcnelle	
DATE TIME OUT OF UNIT: 7/29/16 11:45		PREPARED BY (initial):	
DOJ ATTORNEY / ADVOCATE COMMENTS			
See comments on document.			
REVIEWED BY: (PRINT) Michelle Brynn		DATE / TIME: 7/29/16 11:30 am	
DOJ Secretary Called: NO ANS - emailed Michele		for Document Pick Up on 7/29/16 at 11:45 By: gm	
PICKED UP BY: (PRINT)		DATE / TIME:	



## LAW ENFORCEMENT PATROL P.L. 93-638 CONTRACT

### STATEMENT OF WORK

101. The Contractor shall perform the following Bureau program: LAW ENFORCEMENT SERVICES. Subject to the terms of the contract, the Annual Funding Agreement (AFA), and availability of funds, the Contractor shall perform police law enforcement activities as noted in the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, within Navajo Indian Country, as defined in 18 U.S.C. 1151, excluding the Moencopi Administrative Unit, ("Service Area"). In addition, the Contractor will provide one law enforcement officer each to the communities of Canoncito and Alamo (New Mexico) and New Land in Apache County (Arizona). These services shall include:
- A. Maintaining law enforcement and crime prevention services as deemed necessary by the Contractor within the service area.
  - B. Enforcing applicable Navajo Nation and federal laws and ordinances.
  - C. Protecting private, public and government property within the service area (i.e. Public Hearings, Public Forums, Community Fairs and Events, Townhall Meetings.)
  - D. Providing community plans, prevention programs (i.e., Drug Awareness Resistance Education and Training (DARE), Gang Resistance Education and Training (GREAT), and the Neighborhood Watch Program).
  - E. Creating and implementing specialized programs, task forces and teams for particular situations, including internal affairs investigations.
  - F. Responding to citizen's complaints or other request for law enforcement services within the service area.
  - G. Providing patrol services on and off roadways and in Indian communities within the service area.
  - H. Providing other services, such as serving criminal warrants, summons and subpoenas. Civil summons and other Navajo Nation Court orders may be served, provided the Contractor is properly reimburses for all travel related expenses and provided these services do not significantly interfere with Contractor's ability to carry out its daily responsibilities and duties to the general public.
  - I. Writing clear, concise and comprehensive case reports, preparing cases for and testifying in court.
  - J. Familiarizing law enforcement personnel with all applicable provisions of the Navajo Nations Codes, federal and state laws, this statement of work, and other necessary references.

- K. Conducting search and rescue operations for missing persons, runaway children, drowning victims, and for other victims of natural and manmade emergencies.
- L. Completing investigations of all unattended deaths that do not involve foul play.

This contract does not include fire and rescue service, highway safety, emergency medical services, emergency management, environmental and resource enforcement provided by other Navajo Nation and federal programs.

**102. Personnel.** The Contractor shall perform the contracted law enforcement program in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement personnel or the equivalent. In addition to Navajo Nation personnel employment standards, the Contractor shall require the following for each law enforcement position:

- A. Employee candidates must present evidence of ability to discharge the duties of the position. Commissioned law enforcement officer candidates, in addition to other qualifications, shall demonstrate the traits and characteristics important to succeed in police work. Among these are: alertness, ability to work in stress situations, ability in oral expression, tact, integrity, capacity for effective public relations, practical intelligence and good judgment. Candidates must be honest and trustworthy; have integrity, sound judgment, temperate habits; and have a satisfactory work record. Any applicant who does not have these qualities shall not be appointed to the commissioned law enforcement position.
- B. Prior to employment of any commissioned law enforcement officer, a full field background investigation shall be completed by the Contractor. Such investigation shall include but not limited to Navajo Nation, other tribal, local, state, and federal criminal history checks. Background checks/ clearances, through fingerprint charts (FD-258) must be conducted through the Assistant Director, Identification Division, Federal Bureau of Investigation, Washington, D.C. 20537. Checks/ Clearance through the National Crime Information Center (NCIC), state criminal history centers and local police and tribal court records shall also be conducted. All background check/clearances shall be recorded, documented, and kept on file for each commissioned officer at the Contractor's Public Safety headquarters. Careful review and documentation shall be made on each officers' family data, education, employment, medical and military history, previous residences, organizations, and affiliations, person references, credit record and police record, including drivers' license history and status. Background reviews shall be conducted through both a written questionnaire to be completed by the employee applicant and a personal interview with present and past supervisors and associates who have personal knowledge of the applicant's background and character. The Contractor shall update background investigation every five (5) years from the date of last background investigation on all commissioned officers.

- C. Any person who has been convicted of a felony is not eligible for employment. Also any person who has been convicted of a misdemeanor, excluding minor traffic violations, within a period of three (3) years immediately preceding his/her appointment, or who has been convicted or plead guilty to a misdemeanor or domestic violence, shall not be eligible for employment as a commissioned law enforcement officer. Pursuant to the Indian Child Protection and Family Violence Act of 2006, any person who is found guilty of or entered a plea of *nolo contendere* or guilty to any felony or any of two or more misdemeanors under federal, state, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons or offenses against children shall not be eligible for employment.
- D. Persons appointed to commissioned law enforcement positions shall be 21 years of age. This requirement may be waived for United States armed services' veterans discharged under honorable conditions.
- E. Applicants and commissioned law enforcement officer positions must be physically able to perform efficiently the duties of the positions, applicants shall have binocular vision correctable to 20/20 (Snellen) in each eye; uncorrected vision shall be no more than 20/100 in each eye. Near vision corrected or uncorrected shall be sufficient to read Yeager Type 2 at 14 inches. All law enforcement officers must be able to distinguish basic colors. All law enforcement officer position applicants shall have the ability to hear the conversational voice, without the use of a hearing aid. Persons with an amputation of arm, hand, leg or foot shall not be employed. Applicants shall possess emotional and mental stability. Any physical condition which would cause the employee to be a hazard to himself/herself or to others shall be disqualified for appointment/employment or continued employment or appointment as a law enforcement officer. Fitness for duty examination shall be ordered for any employee in question. In addition, an annual medical examination shall be completed for each commissioned law enforcement officer to ensure fitness for duty. Medical certificates shall be placed in each individual's official personnel folder.
- F. Employee candidates must complete and successfully pass a psychological evaluation conducted by a licensed psychologist prior to employment. Any applicant who does not meet this requirement shall not be hired in a law enforcement officer position. The Bureau of Indian Affairs will cooperate with the Contractor in obtaining such services through the Indian Health Service. In the event that these services cannot be obtained through the Indian Health Services, upon written request from the Contractor, the Bureau of Indian Affairs shall assist in developing and submitting a request for contract support funds to cover these costs. In the event that the Bureau develops a comprehensive mechanism to provide these services throughout Indian Country, the Contractor will have the opportunity to participate.
- G. The Contractor, through its internal affairs unit, shall be responsible for promptly conducting administrative investigations in response to allegation of employee misconduct. Administrative investigations shall be conducted professionally, impartially and thoroughly and reports shall be timely, objective and accurate. All administrative



IS also  
part of Internal  
Affairs & Law  
Operations?

investigations conducted by the internal affairs unit shall be documented and maintained in a confidential manner. Any subsequent disciplinary action shall be processed pursuant to applicable Navajo Nation personnel policies and procedures, as amended, and other policies and procedures applicable to the Contractor. The Navajo Nation and the BIA will discuss in a timely manner the development of a protocol for the sharing of information between the Navajo Nation Department of Internal Affairs and the Office of Justice Services. In addition to conducting administrative investigations, the internal affairs unit shall also perform and/or assist with law enforcement patrol duties throughout the Navajo Nation.

103. **Qualifications and Training.** The Contractor shall assure that each law enforcement officer is Qualified, depending upon position classification in the field of law enforcement and has a working knowledge of arrest procedures, rules of evidence, crime scene search, preservation of evidence, report writing, testifying in court and related law enforcement functions.

- A. Each law enforcement officer must pass an approved firearms qualifications course every six (6) months to be qualified to carry a firearm. Whenever an officer's firearms qualification lapses, all weapons issued to the law enforcement officer shall be returned. Any of the following firearm qualification courses may be used to qualify law enforcement officers in the use of a firearm:
  - 1. The National Rifle Association National Police Course.
  - 2. The National Rifle Association 25-Yard Course.
  - 3. The National Rifle Association Practical Pistol Course
  - 4. The Federal Bureau of Investigation Practical Pistol Course
  - 5. All state approved firearms courses.
  - 6. Federal Law Enforcement Training Center Courses.
- B. Newly-employed law enforcement officers shall successfully complete, within their first year of service, the approved Basic Police Recruit Training Course conducted at the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs or a comparable basic police recruit training course approved by the Assistant Secretary of Indian Affairs. An officer who fails to complete the training required by this paragraph shall be discharged or transferred to a position not involving law enforcement duties. Transfer may result in demotion. The Contractor may not utilize law enforcement officers, classified as police recruits by the Contractor, until such time that they have successfully completed the Basic Police Recruit training required for peace officer certification. Internal Affairs Investigators shall be required to attain Internal Affairs certification within one year from appointment to Department of Internal Affairs.

- C. Prior to, or within one year after, promotion or appointment to a supervisory law enforcement position, an employee shall complete the approved Supervisory Law Enforcement Officer Training Course conducted at the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided by the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs. A law enforcement officer who is serving in a supervisory position and fails to complete the training required in this paragraph shall be demoted.
- D. Each law enforcement officer shall receive a minimum of forty (40) hours of local in-service training annually to meet training needs determined by Contractor and to keep abreast with developments in the field of law enforcement.
- E. The Contractor may establish and maintain a training academy for the training of its personnel. The curriculum used for training, in compliance with the Bureau's mandated requirements shall be submitted to the AOTR for approval and certification prior to the implementation of the training. The AOTR, within thirty days of receipt of the curriculum, shall respond to the Contractor its approval or disapproval of the curriculum. If the AOTR fails to respond within the thirty days, it shall be deemed by the Contractor that the curriculum has been approved. Any disapproval of curriculum by the AOTR shall explain the reason for disapproval.
- F. The Contractor will establish and maintain a support section for the maintaining, training, and maintenance of all the computerized reporting of 107 and salaries will be commensurate with duties and responsibilities. This information management section will be responsible for primary criminal justice reporting elements for police dispatch, police patrol, criminal investigations, and corrections.
- G. The Contractor shall directly operate and provide radio communication and dispatch services and activities in furtherance of the Indian Law Enforcement Reform Act (25 U.S.C. §2801, *et seq.*) within Navajo Indian Country. The dispatch services will be responsible for operating law enforcement radio communications and dispatch system and/or computer aided dispatch services. The dispatch services will be responsible for reporting emergencies to the respective and appropriate law enforcement personnel or agency. All dispatch personnel will perform dispatch services in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement patrol telecommunications operators or the equivalent. ~~The Contractor fully understands and agrees to utilize current funding level for said services.~~ The Funding Source will endeavor to assist the Contractor by earmarking additional federal funds for the New Navajo Nation Next Generation (NG) 9-1-1 Public Safety Answering Point's (PSAP) operations.
- H. To the extent of available resources, the Bureau shall provide additional necessary training, when requested in writing by the Contractor to enable the Contractor to carry out the terms and standards of the Contract. However, in the event that the Bureau cannot provide training needed by the Contractor to carry out the terms and conditions of this Contract, such failure will not adversely affect this Contract.

*This was included previously so does not need strike through & underline*

- I. CERTIFICATES OF SATISFACTORY COMPLETION OF EACH OF THE ABOVE TRAINING REQUIREMENTS SHALL BE MAINTAINED IN EACH INDIVIDUAL OFFICER'S PERSONNEL FOLDER.

**104. Certification as Federal Law Enforcement Officers.** The Bureau may commission any law enforcement officer as a Federal Law Officer as set out in Attachment A-B, which contain the executed SLEC Agreement and the BIA-OJS SLEC policies in place when the AFA is submitted each year.

**105. Uniforms and Equipment**

- A. Uniforms, when worn, shall positively identify the wearer as a law enforcement officer badge, name plate and tribal patch shall be visible at all times. Uniforms of all law enforcement personnel shall be plainly distinguishable from the uniforms of other non-law enforcement personnel. Each officer shall be issued a standard identification card bearing a photograph of the officer.
- B. All law enforcement officers shall be equipped with a two-way radio, emergency lights (Code 3), sirens, safety screens (cage), fire extinguisher, flashlight, emergency flares, blankets, a first aid kit, a shovel, and a rappelling rope, at least 100 feet in length. Contractor shall maintain all vehicles in good working condition.
- C. The Contractor shall provide all uniformed law enforcement officers with the following items and assure they are in good working condition:
  1. .40 caliber, 9 mm, or other firearms duly authorized by the Contractor.
  2. Belt holster, handcuffs, mace and pepper mace (including case), cartridge holder, and handcuffs with keys.
  3. Minimum of two complete uniforms, including hat/helmet, hat shield and breast badge, baton, bullet-proof vest, foul weather gear, and inclement weather outer wear.
  4. Ammunition shall be expended and replaced annually.
  5. Baton.
  6. Tasers
- D. The Bureau shall provide necessary equipment, when requested in writing by the Contractor and subject to availability, to the contractor to efficiently and effectively carry out the terms and standards of the Contract.

now is this?  
different?

All Internal Affairs investigators shall be issued a standard identification card bearing a photograph of the investigator. The Internal Affairs investigator shall wear ~~clothing~~ business attire in accordance with the departmental uniform standard.

106. **Salaries.** Salaries paid law enforcement officers by the Contractor under this Contract shall be equal to or greater than the salaries paid law enforcement officers with similar responsibilities employed directly by the Bureau of Indian Affairs.

107. **Reporting.** The Contractor shall prepare and submit the following reports to the Contracting Officer's Representative:

A. Annual Narrative Report.  
(Monthly Statistical Reports)

Within (120) days after the end of the Contract year of this Contract, the Contractor will prepare an annual report covering the accomplishments and problems encountered during the prior year. The Annual Report shall contain the following statistical information and the report may contain any other statistical information the Contractor deems appropriate:

1. Arrest (adult, juveniles, male/female, classification of offenses);
2. Citations (classified by jurisdiction, adults, juvenile, male/female);
3. Motor Vehicle Accidents (non-injury, injury, fatality);
4. Crime statistics (classified into Part I, Part II, offenses classified by jurisdiction);
5. Patrol activities (classified as residential, dances, etc.);
6. Special Operations conducted (missing person, search and rescues, etc.);
7. Legal process served (classified by jurisdiction, warrants, subpoenas, etc.);
8. Public Assistance Contracts (motorist assistance, family disturbances resulting in counseling, weather information, etc.);
9. Crime Prevention Activities conducted (schools, chapters, etc.);
10. Vehicle Mileage Report
11. Monthly Drug Statistical Report; and
12. Other statistical information and Navajo Division of Public Safety may desire to add.

**B. Internal Reporting Procedures.**

The Contractor will maintain the following information as part of its performance of this Contract, but will not submit this information. However, this information will be available for inspection during the Bureau's yearly monitoring visit:

1. Dispatcher logs;
2. Officer logs;
3. Case reports, including arrest, investigation and incident records;
4. Juvenile records;
5. Individual arrest and disposition records;
6. Evidence records;
7. Booking logs;
8. Payroll records of all employees;
9. Reports of all traffic accidents investigated;
10. Individual background investigation records;
11. Training records and certificates of completion;
12. Codes of Conduct;
13. Jailer logs (Inmate checks);
14. Government-furnished property inventory list;
15. Employee performance appraisal files;
16. Annual physical examination records;
17. Firearms certification records;
18. Criminal case logs;
19. Firearm inventory list; and
20. Except in firearms training, each time a firearm is used for law enforcement purposes, a report shall be filed with a supervisor of the officer who used the



weapon. Whenever use of a weapon results in serious injury or death of any person, the officer who fired the weapon shall be placed on administrative leave, or be assigned to strictly administrative duties pending a thorough investigation of all circumstances surrounding the incident.

- This was already included in previous, so not need to be underscored.*
- C. Civil Rights Violations Reports. In addition to prescribed Navajo Nation reporting guidelines, when a Contract law enforcement officer receives an oral or written allegation that a law enforcement officer employed under this contract has violated the civil rights of any person, the receiving officer shall prepare a written report of the allegation and transmit it through the chain of command to the Navajo Police Department Chief of Police within seven (7) days of receipt of the allegation. No later than seven (7) days after being notified of the allegation, the Navajo Police Department Chief of Police shall submit written notification to the Navajo Department of Criminal Investigations Director, the Navajo Department of Internal Affairs Commander, Navajo Department of Internal Affairs Commander, the Bureau of Indian Affairs, the Navajo Area office, the Federal Bureau of Investigation and the President of the Navajo Nation. If the Navajo Police Department Chief of police, the District Captain or high ranking official is accused of a civil rights violation, the report of the allegation shall be transmitted directly to the Navajo Department of Criminal Investigations Director, the President of the Navajo Nation, the Federal Bureau of Investigation and the Navajo Area office.

- D. Serious Incident Reports. In addition to prescribed Navajo Nation reporting guidelines, whenever a serious incident occurs, the Navajo Police Department Chief of Police will report by facsimile or email within 24 hours or the next business day, whichever is earlier, to the Office of Justice Services, District 4 in Albuquerque, New Mexico ("District 4"). The information reported to District 4 by facsimile or email in this initial time frame will be of a preliminary nature. The Chief of Police will report a serious incident on the Navajo Police Department Major Incident Report form which is attached as an exhibit to Attachment D of this Scope of Work. The serious incidents to be reported to the Office of Justice Services include:

1. Serious crimes against persons that have the potential to become high profile cases.
2. Major, or unusual, drug seizures or drug-related arrests in which the value, amount or circumstances of the seizure has the potential to attract significant media or political attention.
3. Serious incidents, accidents, or major events involving state, federal, or foreign political government officials or their families.
4. Actual, attempted, or planned terrorist activity, sabotage or other hostile acts.
5. Significant law enforcement events that require, or may require, the dispatch of specially trained teams to augment normal law enforcement capabilities.

6. Major natural or man-caused disasters-excluding wildfires-which cause, or have the potential to cause, significant loss of life, injuries, or property damage.
7. The death of, or life threatening injury to, any law enforcement officer incurred during the performance of duty.
8. The discharge of a firearm by an officer toward another individual or the use of a weapon by another individual against an officer or employee.
9. Any use of force by an officer that results in serious injury or death to another individual.
10. All deaths including homicides, traffic-related, unattended, unknown or suicides.

*Does Law Enforcement intend to re add 108?  
108.  
This was deleted from previous Sov.*

**108. No assignment as Security.** No Police Officer shall be assigned to serve as bodyguards for the President, Vice-President or other politically elected or appointed official of the Navajo Nation government. This does not prohibit any Police Officer from conducting an investigation of criminal offenses or threats of criminal offenses against the President, Vice-President or other politically elected or appointed official of the Navajo Nation.

**109. No Third-Party Beneficiary.** This contract does not and is not intended to create rights in any person(s) or entities other than the contracting parties.

**110. Upward Mobility Plan.** The Upward Mobility Plan is a component of the Police Department as a staff development and training program, which is an educational support service for under graduate and graduate level employees pursuing a Bachelor of Science degree or Masters Degree in Criminal Justice Administration and/or Public/ Business Administration, or related fields.

*? Is there a reason to specify Business Administration as a degree in this section?*

Document No. 006461Date Issued: 08/02/2016**SECTION 164 REVIEW FORM**Title of Document: NDPS-NPD 2017 '638 Successor AFA Contact Name: TOM, MICHELE MProgram/Division: DIVISION OF PUBLIC SAFETYEmail: mmtom@navajo-nsn.gov Phone Number: 928-871-7584

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

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

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

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

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

<input checked="" type="checkbox"/>	Grant/Funding Agreement or amendment:				
	1. Division:	<u>See memo</u>	Date: <u>6/8/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	2. OMB:	<u>See memo</u>	Date: <u>8/12/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	3. OOC:	<u>See memo</u>	Date: <u>08/18/16</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	4. OAG:	<u>See memo</u>	Date: <u>8/24/16</u>	<input checked="" type="checkbox"/>	<input checked="" 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"/>

**23<sup>RD</sup> NAVAJO NATION COUNCIL  
LAW & ORDER COMMITTEE  
POLICY STATEMENT**



The Law and Order Committee's position is to request an increase in cost associated in providing law enforcement and patrol services, law enforcement personnel salaries and to effectively perform police law enforcement activities within the Navajo Nation, as noted in the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et. seq.* See Self-Determination Contract between the Secretary of the Department of Interior and the Navajo Nation for law enforcement-patrol services, pursuant to 25 U.S.C. 450 *et. seq.* (Law Enforcement Patrol P.L. 93-638 Contract). The services to be provided under the Law Enforcement Patrol P.L. 93-638 Contract includes:

1. Maintaining law enforcement and crime prevention services as deemed necessary by the contractor within the service area;
2. Enforcing applicable Navajo Nation and federal laws and ordinances;
3. Protecting private, public and government property within the service area (i.e. Public Hearings, Public Forums, Community Fairs and Events, Townhall Meetings);
4. Providing community plans, prevention programs (i.e. Drug Awareness Resistance Education and Training (DARE), Gang Resistance Education and Training (GREAT), and the Neighborhood Watch Program).
5. Creating and implementing specialized programs, task forces and teams for particular situations, including internal affairs investigations;
6. Responding to citizen's complaints or other request for law enforcement services within the service area;
7. Providing patrol services on and off roadways and in Indian communities within the service area;
8. Providing other services, such as serving criminal warrants, summons and subpoenas. Civil summons and other Navajo Nation Court orders may be served, provided the Contractor is properly reimburse[d] for all travel related expenses and provided these services do not significantly interfere with Contractor's ability to carry out its daily responsibilities and duties to the general public;
9. Writing clear, concise and comprehensive case reports, preparing cases for and testifying in court;
10. Familiarizing law enforcement personnel with all applicable provisions of the Navajo Nations Code, federal and state laws, this statement of work, and other necessary references;
11. Conducting search and rescue operations for missing persons, runaway children, drowning victims and for other victims of natural and manmade emergencies; and
12. Completing investigations of all unattended deaths that do not involve foul play.