

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

23<sup>RD</sup> NAVAJO NATION COUNCIL - FIRST YEAR, 2015

AN ACTION

RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; REQUESTING, AUTHORIZING AND ACCEPTING THE SELF-DETERMINATION CONTRACT BETWEEN THE SECRETARY OF THE DEPARTMENT OF INTERIOR AND THE NAVAJO NATION UNDER 25 U.S.C. § 450, *et seq.*, FOR LAW ENFORCEMENT-CRIMINAL INVESTIGATIONS

BE IT ENACTED:

SECTION ONE. FINDINGS

- A. "Intergovernmental agreements are agreements between the Navajo Nation and another government that involve the sharing of governmental powers, **and includes Indian Self-Determination and Education Assistance Act (P.L. 638) contracts.** Intergovernmental agreements do not include agreements between the Navajo Nation and another government where the Nation or the other government acts in a landowner or commercial capacity." 2 N.N.C § 110(J) (2012) *see also* CJA-03-13.
- B. The Agreement between the Secretary of the Department of Interior and the Navajo Nation is a self-determination contract under the Indian Self-Determination and Education Assistance Act; as such, an intergovernmental agreement. Agreement between the Secretary of the Department of Interior and the Navajo Nation § A(1) (2015).
- C. The Navajo Nation Council established the Law and Order Committee (LOC) as a Navajo Nation standing committee and as such empowered LOC with oversight over the Navajo Nation Division of Public Safety. 2 N.N.C. §§ 164 (A)(9), 600 (A), 601 (C)(1) (2012) *see also* CJA-03-13.
- D. The Navajo Nation Council established the Budget and Finance Committee (B&F) as a Navajo Nation standing committee and as such gave B&F the power to authorize, approve and accept contracts from federal authorities upon the recommendation of the standing committee which has

oversight of the program which requested the contract. 2 N.N.C. §§ 300(A) and 301 (B)(15) (2012) *see also* CJA-03-13.

- E. The Navajo Nation Council established the Naabik'íyáti' as a Navajo Nation standing committee and empowered the committee to "authorize, review, approve and accept any and all contracts, grants and associated budgets with the United States, its departments and agencies for the implementation of the Indian Self-Determination and Education Assistance Act, as amended upon recommendation of the standing committee which has oversight of the division, department or program applying for the contract and/or grant." 2 N.N.C. §§ 700(A) and 701(A)(12) (2012) *see also* CJA-03-13.
- F. Intergovernmental agreements "must be reviewed and approved by resolution by the appropriate standing committee(s) and the Navajo Nation Council except as otherwise provided herein." 2 N.N.C. § 164(A) (2012) *see also* CJA-03-13.
- G. The Navajo Nation submitted a proposal to re-new the self-determination contract to the United States Department of Interior Secretary for review by October 1, 2015.
- H. The United States directs the United States Department of Interior Secretary, upon request by tribal resolution, to enter into a self-determination contract with a tribal organization to plan, conduct, and administer programs when conditions are met. 25 U.S.C. § 450f (a)(1).
- I. The Navajo Nation acknowledges requesting the United States Department of Interior Secretary to enter into the self-determination contract for Law Enforcement-Criminal Investigations is in the Navajo Nation's best interest.

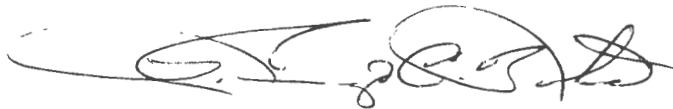
## **SECTION 2. REQUESTING, AUTHORIZING AND ACCEPTING**

- A. The Navajo Nation requests the United States Department of Interior Secretary to enter into a self-determination contract to plan, conduct and administer Law Enforcement-Criminal Investigations. 25 U.S.C. § 450f(a)(1).
- B. The Navajo Nation authorizes and accepts the self-determination contract between the Secretary of the Department of the Interior and the Navajo Nation for Law Enforcement-Criminal Investigations. EXHIBIT A.

- C. The Navajo Nation authorizes and accepts the Annual Funding Agreement and Scope of Work for Law Enforcement-Criminal Investigations. EXHIBIT A.
- D. The Navajo Nation authorizes the Navajo Nation President to execute and effectuate the self-determination contract and the Annual Funding Agreement. EXHIBIT A.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 23<sup>rd</sup> 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 11 in favor and 0 opposed, this 12<sup>th</sup> day of November, 2015.

A handwritten signature in black ink, appearing to read "LoRenzo C. Bates", written over a horizontal line.

LoRenzo C. Bates, Chairperson  
Naabik'iyáti' Committee

Motion : Honorable Nelson S. BeGaye  
Second : Honorable Jonathan L. Hale

(Pursuant to 2 N.N.C §700 (D), Two members from each committee)



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

**A. Authority and Purpose**

**1. Authority**

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

**2. Purpose**

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

**B. Terms, Provisions and Conditions**

**1. Term**

Pursuant to Section 105(c) (I) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j(c))

(1)), the term of this contract shall be five (5) years. Pursuant to Section 105(d)(1) of such Act (25 U.S.C. 450j(d), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

## **2. Effective Date**

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

## **3. Program Standards**

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation laws and policies, federal laws (including the Indian Civil Rights Act), Navajo Nation General Orders, 25 C.F.R. Part 12, 40 IAM, and applicable U.S. Attorney Guidelines. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulations, as well as any updates, used as standards within this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau updates its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

## **4. Funding Amount**

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection F2. Such amount shall not be less than the applicable amount determined pursuant to Section 106(a) of

the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j-1(a)).

#### **5. Limitation of Costs**

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

#### **6. Payment**

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

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

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

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

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

- (ii) Method of quarterly payment - If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and
- (iii) Applicability - Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in clause (i).



## 7. Records and Monitoring

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

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

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

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



description of the nature of the problem that requires the additional visit has been given to the Contractor.

## **8. Property**

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

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

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

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

E. Confiscated or Excess Property - The Secretary shall assist the Contractor in obtaining such confiscated or

excess property as may become available to tribes, tribal organizations, or local governments.

F. **Screeners Identification Card** - A screener identification card shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

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

**9. Availability of Funds**

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

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

**10. Transportation**

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

**11. Federal program guidelines, manuals, or policy directives**

Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et

seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

## **12. Disputes**

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

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

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

C. Effect of Decisions - The Secretary shall be bound by decisions made pursuant to the procedures set forth in subparagraph B, except that the Secretary shall not be bound by

any decision that significantly conflicts with the interests of Indians or the United States.

**13. Administrative Procedures of Contractor**

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

**14. Successor Annual Funding Agreement**

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

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

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

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

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

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

**C. Obligation of the Contractor**

**1. Contract Performance**

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

**2. Amount of Funds**

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

**3. Contracted Programs**

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

**4. Trust Services for Individual Indians**

A. In general - To the extent that the annual funding agreement provides funding for the delivery of trust



services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

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

#### **5. Fair and Uniform Services**

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

#### **D. Obligation of the United States**

##### **1. Trust Responsibility**

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

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

##### **2. Good Faith**

To the extent that health programs are included in this Contract, and within available funds, the Secretary shall

act in good faith in cooperating with the Contractor to achieve the goals set forth in the Indian Health Care Improvement Act (25 U.S.C. 1601, et seq.).

### **3. Programs Retained**

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

## **E. Other Provisions**

### **1. Designated Officials**

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

### **2. Contract Modifications or Amendment**

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

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

### **3. Officials Not to Benefit**

No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed



pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

#### **4. Covenant Against Contingent Fees**

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

#### **F. Attachments**

##### **1. Approval of Contract**

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

##### **2. Annual Funding Agreement**

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

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provision, including a brief description of the program, services,

functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agreed.

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



Russell Begaye, President  
**THE NAVAJO NATION**

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

**FISCAL YEAR 2016  
ANNUAL FUNDING AGREEMENT**

CONTRACT NO. \_\_\_\_\_  
Law Enforcement-Criminal Investigations  
(Mature Definite for 01/01/xx to 12/31/xx)

BY AND BETWEEN

THE NAVAJO NATION

AND

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

FOR THE PERIOD

January 1, 2016 through December 31, 2016

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-Criminal Investigations, 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-Criminal Investigations 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 2016 in the distribution amount shown on the budget form attached hereto as Attachment B 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 contact 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 2016 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**

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 2015 recurring enacted amount allocated and is attached hereto as Attachment B, which is incorporated herein by reference. If Congressional appropriation for full year funding is not available at the start of the FY 2016, 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 2015 that is based on Congressional appropriation. The final Fiscal Year 2016 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 or stated objective of the program;
  - b. The revision requires additional funding;
  - c. The revision causes an increase in the amount of indirect cost for the Contract, or;
  - d. The 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.

#### **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**

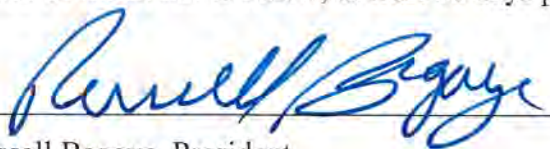
The provisions of this AFA are severable. If any provision of this AFA is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remainder of the AFA.

**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, 2016 through December 31, 2016 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”**



CRIMINAL INVESTIGATIONS P.L. 93-638 CONTRACT  
STATEMENT OF WORK

101. The Contractor shall perform the following Bureau program: CRIMINAL INVESTIGATION SERVICES. Subject to the terms of the contract, the Annual Funding Agreement (AFA), and the availability of funds, the Contractor shall perform criminal investigation services as noted in the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801 *et seq.*, including promptly conducting investigations of suspected violations of the criminal laws of the United States which occur within the Navajo Nation as authorized by the United States Attorney (25 CFR § 12.23). All investigations shall be conducted with a view towards prosecution in court. Investigations shall be conducted professionally, impartially, and thoroughly, and reports shall be timely, objective, and accurate. Contractor shall:
- A. Cooperate with any legitimate request for assistance, which it deems reasonable, made by any federal, state, local or tribal criminal justice agency. Contractor shall fully participate in all aspects of the federal criminal justice system.
  - B. Conduct criminal investigations, including:
    - 1. Photograph the crime scene which includes aerial photographs when required and funded by the United States Attorney, and maintain a photo log.
    - 2. Conduct interviews and interrogation of all appropriate persons connected with an investigation. Reports of interviews shall be completed within a reasonable period of time and shall become a permanent record of the individual criminal investigation case file.
    - 3. Prepare crime scene sketches from which a final diagram of the crime scene is made which properly identifies all items of evidence along with accurate measures.
    - 4. Maintain individual criminal investigation case files at each of the district stations which shall contain all reports, original notes of criminal investigators, statements, affidavits, letters, police radio call logs, telephone logs and notes, photographs with negatives, memoranda, criminal history records, crime scene sketches and diagrams, tape and video recordings of interviews, and all other document that pertain to each criminal investigation conducted within the districts. All criminal investigation case files, with exception of Internal Affairs documents, shall be kept secured and shall be made accessible to any Bureau law enforcement contracting officer's representative upon written demand and in conformity with applicable provisions of law and other internal policies and procedures of the Contractor.
    - 5. When federal criminal investigations are closed for whatever reason, a Final Disposition Report of all investigation reported to the Contractor shall be completed and become a permanent record of an investigation case file.
    - 6. Immediately and thoroughly conduct crime scene and other investigative work and file reports within a reasonable period of time after completing such investigative work.
    - 7. Contractor shall conduct all investigations under this contract in a, professional and impartial manner and perform its obligations in conformity with applicable provisions of the Navajo Nation laws and procedures. Contractor shall not exercise any recrimination against any



criminal investigator for the proper performance of the investigator's duties under this contract.

C. Serve and respond to subpoenas:

1. Criminal investigators shall serve all subpoenas and other federal and civil processes issued by the United States Magistrate or United State District Courts. Whenever a subpoena is not served within a reasonable time after receipt, the United States Attorney's Office shall be notified in writing. Such notifications will be reported quarterly to the appropriate AOTR.
2. Criminal investigators shall honor and respond to all federal subpoenas. Subpoenas may require attendance at trial or a pretrial hearing, or production and delivery of certain items of evidence at a specific location.
3. All federal subpoenas issued for investigation reports shall be confirmed with the Navajo Nation Office of the Attorney General and appropriate U.S. Attorney's Office before compliance.
4. For cases under the U.S. Attorney's jurisdiction, Contractor shall contact the appropriate U.S. Attorney's Office and follow his/her instruction(s) before complying with the subpoena.

D. Identify and Preserve evidence:

1. Identify and preserve each item of evidence.
2. Maintain a secured evidence room and comply with standard rules and procedures currently in effect and as amended and promulgated by the Contractor.
3. Comply with the U.S. Attorney Guidelines regarding the preservation of evidence.
4. Evidence collected at the crime scene or from subjects shall be properly preserved and transported to a crime laboratory maintained by a criminal justice agency. Evidence shall be submitted to a laboratory no later than five (5) calendar days after it is collected.
5. There shall be no reason of evidence or other records in pending federal criminal cases as federal criminal case discovery is governed by rule 16 of the Federal Rules and Criminal Procedure and is the sole method of federal criminal case discovery.

E. Interact with United States Attorneys and other federal agencies:

1. Promptly and accurately report felony criminal cases within its jurisdiction to the appropriate United States Attorney's Office. Within five (5) business days after receipt of a report of a federal crime, Contractor shall notify in writing the appropriate United States Attorney's Office, using a standardized prosecutive report.
2. A completed prosecutive report of cases within its jurisdiction shall be submitted to the appropriate United States Attorney's Office within a reasonable period of time after the investigation is completed. Investigations shall be completed with due diligence and with

regard to the court-imposed deadlines, i.e. indictment must occur within thirty (30) calendar days after a defendant's initial appearance.

3. Some cases involving known subjects can be declined for federal criminal prosecution after telephonic consultation with the United States Attorney's Office. In such cases, a standard declination letter shall be prepared adequately summarizing the facts upon which declination is based and specifically identifying the attorney who declined prosecution. Declination letters shall be sent to the appropriate United States Attorney's Office within a reasonable time following declination.
  4. All federal civil forfeiture actions requested by the Contractor as a result of specific violations of federal law shall be consummated only upon the authorization of the United States Attorney. Any property seized and in the possession of the Contractor must be returned to the owner by the Contractor, if federal civil forfeiture action has not been successfully prosecuted against the property or when the United States Attorney remits the property to the owner.
  5. Whenever a juvenile is accused of committing a Federal criminal offense, Contractor shall comply with applicable Navajo Nation and federal laws.
  6. Criminal investigators shall cooperate with the United States Attorney's Office in responding to short notices of proceeding such as a Grand Jury, pretrial conferences, participation at pretrial motions (suppression or evidentiary hearings), detention hearings, removal hearings, and other instances, provided that it does not significantly interfere with any on-going criminal investigations, and provided that the Navajo Department of Criminal Investigations is reimbursed for travel, meals, and lodging.
  7. Prior to the release of any information to the media regarding a federal investigation or arrest, the Contractor shall have an approval of the appropriate U.S. Attorney.
- F. Refer cases declined by the United States Attorney to the Navajo Nation Prosecutor for appropriate action and the Contractor will be responsible for criminal investigation if necessary.
- G. Assist the victim/witness Program of the Navajo Nation with the transportation of witness and victims when necessary, and such other services the United States Attorney may deem necessary, provided that the Navajo Department of Criminal Investigations is reimbursed for travel, meals, and lodging.
- H. Testify on behalf of the Navajo Nation and the United States Government in criminal prosecution hearings, provided that the Navajo Department of Criminal Investigations is reimbursed for travel, meals, and lodging, should the testimony be on behalf of the United States Government.
- I. Serve Warrants and make Arrests:
1. When federal arrest warrants are served by criminal investigators, prisoners shall be immediately advised of their Miranda Rights, and the Contractor shall work with the United States Attorney's Office regarding safe transportation to a federally approved detention center. All personal property of the prisoners shall be safeguarded and transported. The

United States Marshals service shall be immediately notified of the name of the arrestee, warrant number, charges, and the location where the prisoners is incarcerated. Arrest report shall be completed immediately and filed at the district station.

2. Whenever an arrest without a warrant is made for a federal crime which occurs in the presence of a criminal investigator, the criminal investigator shall immediately advise the prisoner of his/her Miranda Rights, notify the United States Attorney's Office, and cooperate in arranging for an initial appearance for the prisoner and the safe transportation of the prisoner to a federally approved detention center,
  - J. Ensure that no criminal investigator or other Navajo Department of Criminal Investigations employee encourages or discourages any civil lawsuit against the United States or the Navajo Nation.
  - K. This contract does not include criminal investigative responsibility for waste, fraud and mismanagement in any grant, contract, or cooperative agreement in which the United States is a party. All such incidents of waste, fraud and/or mismanagement, shall be reported to the Department of Interior, Office of the Inspector General. Nor does this contract include investigative responsibilities for administrative matters that are internal to the Bureau of Indian Affairs.
102. Personnel. The Contractor shall perform the contracted criminal investigation in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau criminal investigators personnel, or the equivalent. In addition to Navajo Nation personnel employment standards, the Contractor shall require the following for each criminal investigator position:
- A. Employee candidates must present evidence of ability to discharge the duties of the position. Commissioned criminal investigator 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 a commissioned criminal investigation position.
  - B. Prior to employment of any commissioned criminal investigator or civilian staff member, a full field background investigation shall be completed by the Contractor. Such investigation shall include, but not be 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 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 officer's family data, education, employment, medical and military history, previous residences, organization and affiliations, personal references, credit record and police record, including drivers license history and status. Background review 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 criminal investigators.

- C. Any person who is 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 a domestic violence related charge, shall not be eligible for employment as a criminal investigator or a civilian staff position. Pursuant to the Indian Child Protection and Family Violence Act of 2006, any person who is found guilty of or entered a plea of *nob o 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 at least 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 visions correctable to 20/20 (Snellen) in each eye; uncorrected vision shall be no more than 20/200 in each eye. Near vision corrected or uncorrected shall be sufficient to read Yeager Type 2 at 14 inches. All criminal investigators must be able to distinguish basic colors. All criminal investigator 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 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 criminal investigator position. The Bureau of Indian Affairs will cooperate with the Contractor in obtaining such services through the Indian Health Services.
103. Qualifications and Training. The Contractor shall assure that each criminal investigator is qualified, depending upon position classification in the field of criminal investigation and possess knowledge of arrest procedures, rules of evidence, crime scene search, preservation of evidence, report writing, and ability to testify in court (25 CFR § 12.35).
- A. Each criminal investigator must pass an approved firearms qualification course every six (6) months to be qualified to carry firearm. Whenever a criminal investigator's firearms qualification lapses, all weapons issued to the criminal investigator shall be returned. Any of the following firearms qualification courses may be used to qualify criminal investigators in the use of a firearm:
    - I. 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. Prior to, or within one (1) year after appointment or promotion, all commissioned criminal investigator positions shall have an updated background investigation complete, successfully complete the Basic Criminal Investigator's School at the Federal Law Enforcement Training Center, and obtain a Special Law Enforcement Commission from the Bureau of Indian Affairs. Such commissions may be revoked for cause by either the Contractor or the Bureau upon thirty (30) days notice to the other in writing.
- C. Each criminal Investigator shall receive a minimum of forty (40) hours of in-service training annually to meet training needs determined by Contractor and to keep abreast with developments in the field of law enforcement and criminal investigations.
- D. The Contractor may establish and maintain a training academy for the training of its personnel and/or assign commissioned Criminal Investigation personnel to an existing 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 (30) 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 thirty (30) 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.
- E. 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 criminal investigation 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.
- F. The Bureau shall provide additional necessary training, when requested in writing by the Contactor 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.
- G. Certificates of satisfactory completion of each of the above training requirements shall be maintained in each individual criminal investigator's personnel folder.

104. Civilian Qualifications and Training. The Contractor shall assure that each administrative support staff is qualified, depending upon position classification in their respective fields within criminal investigation and possess knowledge of procedures, rules of evidence, preservation of evidence, report writing and other operational needs required to support the criminal investigators and the department (25 CFR § 12.32, DM 446, 68 BIAM).
105. Certification as Federal Law Enforcement Officers. The Bureau may commission any law enforcement officer as a Federal Law Enforcement Officer as set out in Attachments A-B, which contain the executed SLEC Agreement and the BIA-OJS SLEC policies in place when the AFA is submitted each year.
106. Uniforms and Equipment.
- A. Uniforms, when worn, shall positively identify the wearer as a criminal investigator. Badge, name plate and tribal patch shall be visible at all times. Uniforms of all criminal investigations personnel shall be plainly distinguishable from the uniforms of other non-law enforcement personnel. Each criminal investigator shall be issued a standard identification card bearing a photograph of the investigator.
  - B. All criminal investigation vehicles shall be equipped with a two-way radio, emergency lights, sirens, fire extinguisher, flashlight, emergency flares, and a rappelling rope. Blankets, a first aid kit, a shovel will also be available at the stations. Contractor shall maintain all vehicles in good working condition.
  - C. The Contractor shall provide all criminal investigators 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 or shoulder holster, handcuffs case, and cartridge holder.
    - 3. Handcuff with keys.
    - 4. Minimum of one complete set of uniforms, including hat/helmet.
    - 5. Badge,
    - 6. Ammunition shall be expended and replaced annually.
    - 7. Baton.
    - 8. Pepper Mace.
  - D. The Bureau shall provide necessary equipment, when requested in writing by the Contactor and subject to availability, to the Contractor to efficiently and effectively carry out the terms and standards of the Contract.



107. Salaries. Salaries paid criminal investigators by the Contractor under this Contract shall be equal to or greater than the salaries paid criminal investigators with similar responsibilities employed directly by the Bureau of Indian Affairs (25 CFR § 12.33 — 12.34).
108. Availability for investigations. A criminal investigator shall be available for investigations 24 hours a day, seven days a week.
109. No assignment as Security. No Criminal Investigator 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 Criminal Investigator 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.
110. Upward Mobility Plan. The Upward mobility Plan is a component of the Department of Criminal Investigation 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.

#### STANDARDS

111. In performing this Contract, the Contractor shall adhere to the following standards: Navajo Nation laws, federal laws (including the Indian Civil Rights Act), Navajo Nation Public Safety General Orders, 25 CFR part 12,40 IAM, and applicable U.S. Attorney Guidelines. The bureau shall provide copies of all Bureau manuals, federal laws and regulations, as well as any updates, used as standards within this Contract.

#### REPORTING

112. The Contactor shall prepare and submit the following reports to the Contracting Officer's Representative:
  - A. 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. Officer logs;
    2. Case reports, including arrest, investigation and incident reports;
    3. Juvenile records;
    4. Arrest and disposition records;
    5. Evidence records;
    6. Payroll records of all employees;

7. Reports of all traffic accidents investigated;
8. Individual background investigation records;
9. Training records and certifications of completion;
10. Codes of Conduct;
11. Government — furnished property inventory list;
12. Employee performance appraisal files;
13. Annual physical examination records;
14. Firearms certification records;
15. Criminal case logs;
16. Firearms inventory list; and
17. Except in firearms training, each time a firearm is used for law enforcement purposes, a report shall be filed with the superior of the criminal investigator who used the weapon. Whenever use of a weapon results in serious injury or death of any person, the criminal investigator 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.

B. Civil Rights Violation Reports. In addition to prescribed Navajo Nation reporting guidelines, when a Contract law enforcement officer receives an oral or written allegation that a criminal investigator 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 Department of Criminal Investigation within seven (7) days of receipt of the allegation. No later than seven (7) days after being notified of the allegation, the Director shall submit a written notification to the Division of Public Safety Director and Division of Public Safety Internal Affairs Supervisor who will notify the BIA Law Enforcement Services. If the Director of the Navajo Department of Criminal Investigations, the District Criminal Investigations Captain, or high ranking official is accused of a civil right violation, the report of the allegation shall be transmitted directly to Division of Public Safety Director and Division of Public Safety Internal Affairs Supervisor who will notify the BIA Law Enforcement Services.

113. 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.

# 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.

**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.

**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. 196.

**Library References**

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

**History**

CD-68-89, December 15, 1989. Rules governing 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**

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

**§ 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.



**NAVAJO NATION GOVERNMENT**

- ## History

CJ-13-53, January 6, 1953.

**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. 101-379), 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 1996 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 Alford 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 25 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 Budget on**  
**FY 2016 P. L. 93-638 BIA Funding**

**Part I. - Program Information:**

A. Program / Division: Criminal Investigations/Public Safety  
 B. Contract No.: \_\_\_\_\_

**Part II. - Budget Information:**

A	B	C	D
Major Category	Description	Explain or give example on purpose of the budget.	Budget Amount
2001	Personnel Salary	CI Supervisors, Sr CIs, CIs, ET's, ASO, Sr OS, OS positions up to 2,080 hrs.	3,062,239.00
2900	Fringe Benefit	Fringe Benefits at:Commissioned Officers - 42.60% and Civilian - 45.60%	1,390,926.00
3000	Travel	Personnel travel for training, meetings, crime cases, presentations, grand jury, court hearings, etc	\$500.00
3500	Meeting	Meetings with the US Attorneys, FBI, US Marshal, other Law Enforcement agencies, local operations, and District meetings, etc	\$500.00
4000	Supplies	Equipment for office supplies, ammunition, office supplies, rape kits, blood kits, body bags, etc.	\$1,000.00
5000	Lease & Rental	Meeting spaces, storage spaces, equipment supply rentals, etc.	\$333.67
5500	Communication & Utilities	Telephone, electricity, mobile radios, internet, cellphones, etc.	\$200.00
6000	Repairs & Maintenance	Vehicle repairs, building repair and maintenance, external contractors, technology, etc	\$200.00
6500	Contractual Service	Medical professional examinations consulting, etc.	\$200.00
7000	Special Transactions	Publications, professional certification, registration, professional dues, insurance premiums, etc	\$200.00
8000	Assistance		
9000	Capital Outlay	Vehicle replacements, bldgs, equipment, etc.	\$200.00
9720	Indirect Cost		
Total Budget			4,456,498.67

**Part III. - Signatures:**

Douglas Joe

Program Manager / Date

Jesse Delmar

Division Director / Date



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

**NONE REQUIRED**

**Attachment “C”**

## **Additional Report(s)**

**NONE REQUIRED**

**Attachment “D”**



# THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

September 21, 2015

To: Sec. 164(B) Document Reviewers

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

Subject: Document No. 004767- Proposal for FY 2016 PL 93-638 BIA Funding by Law  
Enforcement-Criminal Investigations

The subject document was reviewed for compliance with the Guideline on Submission of Proposal for FY 2016 P.L. 93-638 BIA Funding that was issued by memorandum of August 31, 2015 by CGS/OMB. The document is sufficient and surname accordingly but with the following concern:

1. Among the instruction in the Guideline, the Program is to use the FY 2015 recurring funds allocated as the base in submitting the proposed budget for FY 2016 funding. If the Program exceeds the base budget then explanation must be provided to justify the higher amount. The program proposed budget for FY 2016 is \$4,456,498.67. The recurring funds allocated for FY 2015 amount was \$4,321,449. However there is no explanation provided on the difference or increase of \$135,049.67.

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.

2. Also, the program was supposed to submit scope of work to DOJ for pre-review and clearance prior to putting the proposal in document review process. However, there is no indication this was complied with.
3. The proposal is due for submission to BIA NRO by October 01, 2015. Considering it is barely in document review process, most likely the due date will not be met. Therefore the packet herein is untimely submission.

Contract our office if you have any question.

Attachment

Cc : files

Jesse Delmar, Division Director/NDPS



**ATTACHMENT 1**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

A13AV00224

NAME OF OFFEROR OR CONTRACTOR

THE NAVAJO NATION TRIBAL GOVERNMENT - Law Enforcement Criminal Investigations

Modification No. 12 (Unilateral)

**FINANCIAL INFORMATION FOR OBLIGATION**

Document Number	Accounting/Appropriation Data	Previous Balance	Modification + or -	Revised Balance
00010	AAKL00780M/134A2100DD/A0J303535.T06100/252I00	\$ 3,738,828.00	\$ -	\$ 3,738,828.00
00012	AANN00780T/134A2100DD/A0T937070.999900/252I00/DCSC	\$ 380,556.00	\$ -	\$ 380,556.00
	Total FY 2013 Contract Amount	\$ 4,119,384.00	\$ -	\$ 4,119,384.00
00013	AAKL00780M/145A2100DD/A0J303535.T06100/252I00	\$ 3,974,007.00	\$ -	\$ 3,974,007.00
00014	AANN00780T/145A2100DD/A0T937070.999900/252I00/DCSC	\$ 386,963.00	\$ -	\$ 386,963.00
00015	AAKL00780M/145A2100DD/A0J303535.999900/252I00	\$ 7,407.00	\$ -	\$ 7,407.00
	Total FY 2014 Contract Amount	\$ 4,368,377.00	\$ -	\$ 4,368,377.00
00016	AAKL00780M/156A2100DD/A0J303535.999900/252I00	\$ 3,939,709.00		\$ 3,939,709.00
00017	AANN00780T/156A2100DD/A0T937070.999900/252I00/DCSC	\$ 290,222.00 (+)	\$ 91,518.00	\$ 381,740.00
	Total FY 2015 Contract Amount	\$ 4,229,931.00 (+)	\$ 91,518.00	\$ 4,321,449.00
	<b>TOTAL CONTRACT AMOUNT</b>	\$ 12,717,692.00 (+)	\$ 91,518.00	\$ 12,809,210.00



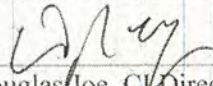


THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

MEMORANDUM

To: Cordell Shorty, Contracting Officer  
Contracts & Grants Section - OMB

From:   
Douglas Joe, CI Director (Delegated)  
Department of Criminal Investigations

Date: September 24, 2015

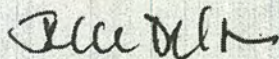
Subject: RESPONSE  
Re: Document No. 004767 – Proposal for FY 2016 PL 93-638 BIA Funding by  
Law Enforcement – Criminal Investigations

The Navajo Department of Criminal Investigations (NDCI) is responding to Mr. Shortey's concerns. In response to 1., regarding costs attached with the proposal of the Budget Summary that is indicated within the Annual Funding Agreement and Model 108. Such agreement is in accordance with Section 106 (a) of the Indian Self-Determination Act and Education Assistance Act (25 U.S.C. 450j-1 (a)). Expenses show relevancy of actual costs that are necessary to operate all positions in achieving the NDCI operations.

In response to 2., attach is a copy of the Request for Services that were appropriately reviewed and prior approved through the Department of Justice. As shown in the 164 process, the modifications were underlined where changes were made.

NDCI has submitted documentation through the respective departments and has followed the Budget Formulation Timeframe accordingly with the delay of Office of Management and Budget discharging all information on or about September 2, 2015 (please see attachment).

CONCURRENCE:



Jesse Delmar, Division Director  
Division of Public Safety

CC: Office of the President and Vice President  
Law and Order Committee  
Office of Controller  
Office of Attorney General



**THE NAVAJO NATION**  
**Summary Budget on**  
**FY 2016 P. L. 93-638 BIA Funding**

**Part I. - Program Information:**

A. Program / Division: Criminal Investigations/Public Safety  
 B. Contract No.: \_\_\_\_\_

**Part II. - Budget Information:**

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2900	Fringe Benefit	Fringe Benefits at: Commissioned Officers - 42.60% and Civilian - 45.60%	1,390,926.00
3000	Travel	Personnel travel for training, meetings, crime cases, presentations, grand jury, court hearings, etc	\$500.00
3500	Meeting	Meetings with the US Attorneys, FBI, US Marshal, other Law Enforcement agencies, local operations, and District meetings, etc	\$500.00
4000	Supplies	Equipment for office supplies, ammunition, office supplies, rape kits, blood kits, body bags, etc.	\$1,000.00
5000	Lease & Rental	Meeting spaces, storage spaces, equipment supply rentals, etc.	\$333.67
5500	Communication & Utilities	Telephone, electricity, mobile radios, internet, cellphones, etc.	\$200.00
6000	Repairs & Maintenance	Vehicle repairs, building repair and maintenance, external contractors, technology, etc	\$200.00
6500	Contractual Service	Medical professional examinations consulting, etc.	\$200.00
7000	Special Transactions	Publications, professional certification, registration, professional dues, insurance premiums, etc	\$200.00
8000	Assistance		
9000	Capital Outlay	Vehicle replacements, bldgs, equipment, etc.	\$200.00
9720	Indirect Cost		
<b>Total Budget</b>			<b>4,456,498.67</b>

**Part III. - Signatures:**

Douglas Joe

*[Signature]*  
 Program Manager / Date

Jesse Delmar

*[Signature]*  
 Division Director / Date

*[Signature]*  
 09/15/15



NAVAJO NATION DEPARTMENT OF JUSTICE

REQUEST  
FOR  
SERVICES



DOJ  
9-9-15 4:00p  
DATE / TIME  
15-  
RFS #: 1650  
UNIT: Hsqw

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST: 09-09-15  
CONTACT NAME: Shannon or Gerald  
PHONE NUMBER: 928 871 6390  
ENTITY/DIVISION: Div of Public Safety  
DEPARTMENT: Criminal Investigations  
E-MAIL: samjoe95@yahoo.com

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):

Review and request to add administration (civilians) to obtain training.

DEADLINE:

REASON:

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 9-10-15 8:00

REVIEWING ATTORNEY/ADVOCATE: Veronica

DATE/TIME OUT OF UNIT: 9/14 @ 9:49

PREPARED BY (initial): LS

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient.

REVIEWED BY: (PRINT) Veronica Blackhat

DATE / TIME 9/11/15 4:00pm

DOJ Secretary Called: Shannon

for Document Pick Up on 9/14 at 9:49 By: Smith

PICKED UP BY: (PRINT)

DATE / TIME:

September 2, 2015

RECEIVED  
SEP 02 2015  
DIVISION OF PUBLIC SAFETY

**LAW ENFORCEMENT – CRIMINAL INVESTIGATIONS**  
PL 93-638 BIA Contracted Program – Prg. Mgrs.' and Div. Dtrs:

1. Attached memorandum in PDF form regarding "implementation of the subject matter is self-explanatory.
2. Attached "FISCAL YEAR 2016 ANNUAL FUNDING AGREEMENT"

Please forward to following individual(s):

- a. Jesse Delmar, Division Director/NDPS (initial) \_\_\_\_\_ (date rec'd) \_\_\_\_\_
- b. Douglas Joe, Sgt./NDPS (initial) dy (date rec'd) 9/2/2015
- c. Shannon Joe, ASO/NDPS (initial) dy (date rec'd) 09/02/15

Elouise White, Sr. Contract Analyst  
NN OMB/Contracts and Grants Section  
(928) 871-6040  
[ewhite@omb.navajo-nsn.gov](mailto:ewhite@omb.navajo-nsn.gov)



**Contracts and Grants Section - OMB**  
**Timetable / Activities on Submission of Funding Proposal**  
**For FY 2016 P.L. 93-638 (638) BIA Funding**

No.	Timeline (Due Dates)	Activity	Responsible Party
✓ 1	August 31, 2015	Issue Instructions on Submission of Funding Proposal to Prg. Mgrs.	CGS / OMB
✓ 2	By September 8, 2015	Submit Proposed Scope of Work (SOW) to DOJ for Pre-review.	Program Managers / Division Directors
✓ 3	By September 16, 2015	Complete Pre-review of SOWs and return to the Programs.	DOJ
✓ 4	September 1-24, 2015	Compile Proposal and initiate Document Review for acceptance by the Nation.	Program Managers / Division Directors
		Give priority Document Review to Proposals.	Reviewers - CGS/OMB, OOC, DOJ.
5	By September 24, 2015	Sign the Successor AFAs. Contract renewal endorsed by Nabik'yati Committee and President sign Contract/AFA.	NN President / Chief Justice
6	September 25, 2015	Return signed Proposals to CGS/OMB.	Program Managers / Division Directors
7	By October 1, 2015	Submit all Proposals to BIA NRO.	CGS / OMB
8	November 4 - 5, 2015	If need be, negotiate Proposals at BIA NRO Gallup.	BIA NRO; NN - Programs / Divisions; CGS; OOC; DOJ
9	December 11, 2015	Submit final changes on SOW, budget, etc. as agreed to with BIA NRO to CGS.	Program Managers/Division Directors; CGS and DOJ
		Execute Contract / AFA.	NN President / Chief Justice
10	January 01, 2016	Implement FY 2016 Contract / AFAs	Programs





## THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT  
JONATHAN NEZ VICE PRESIDENT

September 21, 2015

To: Sec. 164(B) Document Reviewers

From: CMV G  
Cordell Shortey, Contracting Officer  
Contracts & Grants Section - OMB

Subject: Document No. 004767- Proposal for FY 2016 PL 93-638 BIA Funding by Law  
Enforcement-Criminal Investigations

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3. The proposal is due for submission to BIA NRO by October 01, 2015. Considering it is barely in document review process, most likely the due date will not be met. Therefore the packet herein is untimely submission.

Contract our office if you have any question.

Attachment

Cc: files

Jesse Delmar, Division Director/NDPS



Office of Management and Budget ♦ Post Office Box 646 ♦ Window Rock, AZ 86515  
(928) 871-6470 Telephone ♦ (928) 871-6567 Facsimile



## ATTACHMENT 1

REFERENCE NO. OF DOCUMENT BEING CONTINUED

A13AV00224

NAME OF OFFEROR OR CONTRACTOR

THE NAVAJO NATION TRIBAL GOVERNMENT - Law Enforcement Criminal Investigations

Modification No. 12 (Unilateral)

## FINANCIAL INFORMATION FOR OBLIGATION

Document Number	Accounting/Appropriation Data	Previous Balance	Modification + or -	Revised Balance
00010	AAKL00780M/134A2100DD/A0J303535.T06100/252100	\$ 3,738,828.00	\$ -	\$ 3,738,828.00
00012	AANN00780T/134A2100DD/A0T937070.999900/252100/DCSC	\$ 380,556.00	\$ -	\$ 380,556.00
	Total FY 2013 Contract Amount	\$ 4,119,384.00	\$ -	\$ 4,119,384.00
00013	AAKL00780M/145A2100DD/A0J303535.T06100/252100	\$ 3,974,007.00	\$ -	\$ 3,974,007.00
00014	AANN00780T/145A2100DD/A0T937070.999900/252100/DCSC	\$ 386,963.00	\$ -	\$ 386,963.00
00015	AAKL00780M/145A2100DD/A0J303535.999900/252100	\$ 7,407.00	\$ -	\$ 7,407.00
	Total FY 2014 Contract Amount	\$ 4,368,377.00	\$ -	\$ 4,368,377.00
00016	AAKL00780M/156A2100DD/A0J303535.999900/252100	\$ 3,939,709.00		\$ 3,939,709.00
00017	AANN00780T/156A2100DD/A0T937070.999900/252100/DCSC	\$ 290,222.00 (+)	\$ 91,518.00	\$ 381,740.00
	Total FY 2015 Contract Amount	\$ 4,229,931.00 (+)	\$ 91,518.00	\$ 4,321,449.00
TOTAL CONTRACT AMOUNT		\$ 12,717,692.00 (+)	\$ 91,518.00	\$ 12,809,210.00



# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



☐ RESUBMITTAL

DOJ	
09-29-15 338pm	
DATE / TIME	
<input checked="" type="checkbox"/> 7 Day Deadline	
DOC #:	004767
SAS #:	
UNIT:	Hsqw

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

CLIENT TO COMPLETE			
DATE OF REQUEST:	9/16/2015	DIVISION:	Navajo Division of Public Safety
CONTACT NAME:	Michele Tom	DEPARTMENT:	Police Department
PHONE NUMBER:	928-871-7584	E-MAIL:	mmtom@navajo-nsn.gov
TITLE OF DOCUMENT: NDPS-NCI 2016 '638 Renewal Contract			
DOJ SECRETARY TO COMPLETE			
#29			
DATE/TIME IN UNIT: 9/29/15 @ 4:00		REVIEWING ATTORNEY/ADVOCATE: Veronica	
DATE TIME OUT OF UNIT: 9/30 @		LS	
DOJ ATTORNEY / ADVOCATE COMMENTS			
legally sufficient			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
		Veronica Blackhat	9/30/15 10:30AM
DOJ Secretary Called: Michelle for Document Pick Up on 9/30 at 217 By Smith			
PICKED UP BY: (Print)		DATE / TIME:	

NNDOJ/DRRF-July 2013



Document No. 004767Date Issued: 09/15/2015**SECTION 164 REVIEW FORM**Title of Document: NDPS-NCI 2016 '638 Renewal Contract Contact Name: TOM, MICHELE MProgram/Division: DIVISION OF PUBLIC SAFETYEmail: mmtom@navajo-nsn.gov Phone Number: 928-871-7584Division Director Approval for 164A: *Jeru Delma*

**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**☐ **Statement of Policy or Positive Law:** Sufficient Insufficient1. OAG: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☒ **IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)**1. OMB: *OMB - see memo* Date: 9/22/2015 ☒ ☐2. OOC: *Shirley Anne Rydali* Date: 092315 ☒ ☐3. OAG: *Blair* Date: 9.30.15 ☒ ☐**Section 164(B) Final approval rests with the President of the Navajo Nation**☐ **Grant/Funding Agreement or amendment:**1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. OMB: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐3. OOC: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐4. OAG: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Subcontract/Contract expending or receiving funds or amendment:**1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. BRD: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐3. OMB: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐4. OOC: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐5. OAG: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:**1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. OAG: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐☐ **M.O.A. or Letter of Assurance expending or receiving funds or amendment:**1. Division: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐2. OMB: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐3. OOC: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐4. OAG: \_\_\_\_\_ Date: \_\_\_\_\_ ☐ ☐