

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
of the 25th NAVAJO NATION COUNCIL -- First Year, 2023

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE DINÉ COLLEGE LEASE FOR 1182.11 ACRES, MORE OR LESS, OF NAVAJO NATION TRUST LANDS, LOCATED WITHIN THE WHEATFIELDS/TSAILE CHAPTER VICINITY, NAVAJO NATION (APACHE COUNTY, ARIZONA)

BE IT ENACTED:

Section One. Authority

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500(A).
- B. The Resources and Development Committee of the Navajo Nation Council has authority to give final approval of non-mineral leases, permits on Navajo Nation lands and unrestricted (fee) land. This authority shall include subleases, modifications, assignments, leasehold encumbrances, transfers, renewals, and terminations.
2 N.N.C. § 501 (B)(2).

Section Two. Findings

- A. Diné College (the College) proposed lease is attached hereto as **Exhibit 1** with Exhibits A-1, A-2, A-3, A-4, A-5, B-1, B-2, and B-3.
- B. The proposed Diné College Leased Premises contains approximately 1182.11 acres, more or less, is described in **Exhibit 1** Exhibits A-1, A-2, A-3, A-4, A-5 and A-6.
- C. The Diné College proposed lease, **Exhibit 1**, contains Exhibits B-1, B-2 and B-3. As stated on Exhibit 1 page 2 Section 3 "The Lessee shall also be permitted to enter into such service agreements with non-College entities for the continued support of the College. These agreements include but are not limited to: (a) agreement with the United States Postal Service for operation of a post office on College ground (Exhibit B-2); (b) a food service management agreement to provide food services for the College utilizing College facilities (Exhibit B-2); (c) agreement with the Navajo Division of Social Services to provide child care services to students, faculty and staff of the College (Exhibit B-3).

The College shall not grant any interest in this Lease as a part of such service agreements."

- D. The Diné College proposed lease, **Exhibit 1**, contains Exhibits B-1, B-2 and B-3 which are to be viewed as examples of types of agreements the College may enter into for use of the leased property. In the event that the contracts and agreements in **Exhibit 1** Exhibits B-1, B-2 and B-3 expire or become null and void at a later date will not affect the Diné College proposed lease, **Exhibit 1**.
- E. The initial portion of the Diné College land was withdrawn in 1969 through Resolution ACO-302-69. The Resolution is attached hereto as **Exhibit 2**.
- F. An amendment to Resolution ACO-302-69 was made in 1972 to include land omitted from the original land withdrawal. The Resolution ACAP-87-72 is attached hereto as **Exhibit 3**.
- G. Environmental and archaeological studies and clearances have been completed and are attached hereto and incorporated herein by this reference. The Biological Resources Survey is attached hereto as **Exhibit 4**. The Cultural Resources Survey Inventory of the Proposed Diné College is attached hereto as **Exhibit 5**. The Historic Preservation Department Cultural Resources Compliance Form is attached as **Exhibit 6**. The Navajo Nation Environmental Protection Agency review is stated in the Executive Official Review Document 021072 which is attached as **Exhibit 7**.
- H. The Diné College Lease for the use of 1182.11 acres, more or less, in Tsaille, Arizona has completed an Executive Official Review with various Departments and Programs providing approval and supplemental comments. Executive Official Review Document No.021072 is attached hereto as **Exhibit 7**.

Section Three. Approval:

- A. The Resources and Development Committee of the Navajo Nation Council hereby approves a Lease for the Diné College, for 1182.11 acres, more or less, of Navajo Nation Trust Lands in the Wheatfields/Tsaille Chapter vicinity, Navajo Nation (Apache County, Arizona). The location is more particularly described on the survey maps attached as **Exhibit 1**.
- B. The Navajo Nation hereby approves the Lease subject to, but not limited to the Terms and Conditions in the Lease attached hereto as **Exhibit 1**.

- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute any and all documents necessary to implement the intent and purpose of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 25th Navajo Nation Council at a duly called meeting at Mentmore, (Navajo Nation) New Mexico, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, on this 1st day of November 2023.



Shawna Ann Claw, Pro Tem-Chairperson
Resources and Development Committee
Of the 25th Navajo Nation Council

Motion: Honorable Rickie Nez
Second: Honorable Danny Simpson

LEASE NO. _____

**THE NAVAJO NATION
and
DINE COLLEGE**

THIS LEASE is made and entered into this ____ day of _____, 2023, by and between **THE NAVAJO NATION**, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and the **DINE COLLEGE**, hereinafter called the "Lessee," whose address is Post Office Box C08, Tsaile, Arizona 86556, pursuant to the authority contained in 2 N.N.C. §501(B)(2)(a), 16 N.N.C. §§2301 *et seq.*, and 25 U.S.C. §415, as implemented by the regulations contained in 25 CFR 162; and amendments thereto, which by reference are made a part hereof.

1. DEFINITIONS.

(A) "*Approved Encumbrance*" means an encumbrance approved in writing by Lessor in accordance with the terms and conditions of this Lease.

(B) "*Encumbrancer*" means the owner and holder of an Approved Encumbrance, including all successors and assigns.

(C) "Hazardous Substance" means any "hazardous substance as defined at § 2104 Q. of the NNCERCLA, 4 N.N.C. § 2101 *et seq.*, including all amendments or successors thereto.

(D) "*NNCERCLA*" means the Navajo Nation Comprehensive Environmental Response, Compensation and Liability Act, 4 N.N.C. § 2101 *et seq.*

(E) "*Regulated Substance*" means any regulated substance as defined at § 1502 V. of the Navajo Nation Underground and Aboveground Storage Act, 4 N.N.C. § 1501 *et seq.*, which includes petroleum and petroleum products.

2. LEASED PREMISES.

For and in consideration of rents, covenants, agreements terms and conditions contained herein, Lessor hereby leases to Lessee all of that tract or parcel of land situated in Sections 2, 3, 4, 9 & 10, Township 33N, Range 29 East and Sections 34 and 35, Township 34 North, Range 29 East in Tsaile, Apache County, Arizona and Tsaile/Wheatfields Chapter, District 11, Navajo Nation, more particularly described in Exhibit A attached hereto and by reference made a part hereof, containing approximately 1182.11 acres, more or less, together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way is hereafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights of way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not

unreasonably interfere with Lessee's use of the Leased Premises. One copy of this document will be submitted to the BIA for recording pursuant to 16 N.N.C. § 2322(B).

The "Leased Premises" was originally a part of the "withdrawal" for the establishment of "Navajo Community College" under Resolution ACO-302-69, dated October 2, 1969, and approved by the BIA on October 31, 1969, containing an estimated 1026.48 acres of land. Several surveys were thereafter undertaken, the most recent and most accurate being the Goldtooth Precision Solutions, Inc. Survey (herein referred to as the "Goldtooth Survey") dated June 13, 2022, presented herein as Exhibit A. The 2022 Goldtooth Survey supersedes and replaces the 2017 survey revising the 1975 survey of Navajo Land Administration.

The Goldtooth Survey established the actual College boundaries as containing 1182.11 acres Exhibit A. The following parcels within the College boundaries had been transferred over the years from the Leased Premises under separate and distinct surveys and leases as follows:

- The Tsaile Health Center Tract – 10.95 acres, Exhibit A-1.
- The Sandstone Housing Tract – 7.00 acres, Exhibit A-2.
- The NTUA Water Tank Tract - 0.52 acres, Exhibit A-3.
- The NTUA Cellular Tower Tract - 0.07 acres, Exhibit A-4.
- The NTUA Water Station Tract – 0.09 acres, Exhibit A-5.

3. PURPOSE, UNLAWFUL USES.

The Lessee shall develop, use and occupy the Leased Premises for the purpose of constructing, maintaining and operating a College and for all services related to maintaining, operating and supporting the College including, but not limited to; (1) educational facilities including classrooms, libraries, administrative facilities; (2) housing, including student housing, faculty housing, staff housing, and housing for outside visitors such as consultants, benefactors, and necessary service providers; (3) facilities for the provision of food services; (4) health facilities (5) recreational facilities including rodeo and other sports facilities such as gymnasiums and sports fields; (6) religious and traditional cultural facilities including chapels, hogans, and tepees grounds, and burials as they may relate to the purposes of the College; (7) facilities related to maintaining the physical infrastructure of the College including internet services, telephone, and other communication services, electrical power, solar and wind power, water and sewer, and all services related to transportation including roads, parking lots, air transportation support facilities and any and all other facilities and services required by the College; and (8) the installation, operation and maintenance of tower or monopoles for telecommunication facilities. Should any other uses and services be required by the College as a result of needs arising from educational, technological, political or cultural developments not anticipated by the foregoing list of uses, the College will immediately inform the Land Department of such changes and request modifications to this list of uses.

The Lessee shall also be permitted to enter into such service agreements with non-College entities for the continued support of the College. These agreements include but are not limited to: (a) agreement with the United States Postal Service for operation of a post office on College ground (Exhibit B-1); (b) a food service management agreement to provide food services for the

College utilizing College facilities (Exhibit B-2); (c) agreement with the Navajo Division of Social Services to provide child care services to students, faculty and staff of the College (Exhibit B-3). The College shall not grant any interest in this Lease as a part of such service agreements.

4. TERM.

The term of this Lease shall be twenty-five (25) years, beginning on the date this Lease is approved by the Nation. The Lease may be renewed at the option of the Lessee for two (2) additional 25 year options as permitted under 25 USC 415(e) at the expiration of the initial lease term. Lessee shall provide a written notice of its intent to exercise the option at least six (6) months prior to the expiration of the Lease.

5. RENTAL.

In consideration of the foregoing and the covenants, agreements, terms and conditions of this Lease, Lessee hereby covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of: **None**. In accordance with the provisions of 16 N.N.C. §2334(F), only nominal rental is provided for herein because this Lease is for educational purposes.

6. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

7. IMPROVEMENTS.

(A) All buildings and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to remove said buildings and other improvements and to restore the Leased Premises to its original state upon termination of this Lease.

(B) Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.

(C) As used in this section, the term "removable personal property" shall not include property, which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a

reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All buildings and other improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

(B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

(C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

9. CONSTRUCTION BOND

Prior to the commencement of construction of any improvement on the Leased Premises, the Lessee shall require its construction contractor to post construction bonds in amount sufficient to cover such construction as may be approved by Lessor. The Bond shall be written to protect Lessor and Lessee. Copies of the bonds shall be submitted to Lessor upon written request.

10. NON-RESPONSIBILITY NOTICES

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf.

11. UTILITY SERVICE LINE AGREEMENTS.

(A) Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Lessor, on the condition that:

- (1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;
- (2) such agreements authorize utility service lines only within the Leased Premises;

- (3) such agreements do not extend beyond the term of this Lease;
- (4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and
- (5) such agreements make Lessee and its Sublessee solely responsible for any charges; and
- (6) such agreements are otherwise in accordance with the provisions of 25 C.F.R. Part 169.51-169.56, including any amendments or successors thereto.

(B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the rights-of-way reserved to Lessor in section 2 of this Lease.

12. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

(A) Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

(C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

13. SUBLEASES AND ASSIGNMENTS.

Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor. If the sublease or assignment is for the purposes stated in section 3 of this lease, the approval of Lessor will not be unreasonably withheld. NLD will submit one copy of each Sublease to BIA for recording pursuant to 16 N.N.C. §2322(B).

By executing this lease, the Lessor expressly acknowledges Lessee's right to sublease a portion of the Leased Premises to the operator of FirstNet for the installation, operation and maintenance of tower or monopoles for telecommunication facilities.

14. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Lease, that Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

15. ENCUMBRANCE.

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount, purpose and terms of said encumbrance.

(B) In the event of default by Lessee of the terms of an Approved Encumbrance, Encumbrancer may exercise any rights provided in such Approved Encumbrance, provided that prior to any sale of the leasehold, Encumbrancer shall give to Lessor notice of the same character and duration as is required to be given to Lessee by the terms of such Approved Encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to Encumbrancer any and all amounts secured by the Approved Encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

(C) If Lessor exercises the above right, all right, title and interest of Lessee in this Lease shall terminate and Lessor shall acquire this Lease; provided, however, that such termination shall not relieve Lessee of any obligation or liability which shall have accrued prior to the date of termination.

Acquisition of this Lease by Lessor under these circumstances shall not serve to extinguish this Lease by merger or otherwise.

(D) If Lessor declines to exercise the above right and sale of the leasehold under the Approved Encumbrance shall occur, the purchaser at such sale shall succeed to all of the right, title and interest of Lessee in this Lease. It is further agreed that the purchaser at such sale if it is the Encumbrancer, the Encumbrancer may sell and assign this Lease without any further approval by Lessor, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such assignment shall be valid unless and until the assignee shall so agree. If Encumbrancer is the purchaser, it shall be required to perform the obligations of this Lease only so long as it retains title thereto. If the purchaser is other than Encumbrancer, the purchaser shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this Lease, and no such purchase shall be valid unless and until purchaser shall so agree.

16. DEFAULT.

(A) Time is declared to be of the essence in this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Lessor, said violation may be acted upon by the Nation in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.

(B) In addition to the rights and remedies provided by the aforementioned regulations, Lessor may exercise the following options upon Lessee's default, authorized by applicable law subject to the provisions of subsection (D) below:

- (1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
- (2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter, and without invalidating any right of Lessor or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor may sue thereafter as each monthly deficiency shall arise; or
- (3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.

(D) Lessor as the case may be, shall give to an Encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor shall accept performance by an Encumbrancer of any of Lessee's obligations under this Lease, with the same force and effect as though performed by Lessee. An Encumbrancer shall have standing to pursue any appeals permitted by applicable federal or Navajo Nation law that Lessee would be entitled to pursue. The Lessor shall not terminate this Lease if an Encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

17. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Navajo Nation law. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Leased Premises.

18. HAZARDOUS AND REGULATED SUBSTANCES.

(A) Lessee shall not cause or permit any Hazardous or Regulated Substance to be used, stored, generated or disposed of on or in the Leased Premises without first notifying Lessor and obtaining Lessor's prior written consent. If Hazardous or Regulated Substances are used, stored, generated or disposed of on or in the Leased Premises, with or without Lessor's consent, or if the premises become contaminated in any manner, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, any and all sums paid for settlement of claims, and any costs related to marketing the Leased Premises), as well as attorneys' fees, consultant and expert fees arising during or after the Lease term and arising as a result of such contamination regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by the federal government or the Nation. Without limitation of the foregoing, if Lessee causes or permits any Hazardous or Regulated Substance on the Leased Premises and the presence of such results in any contamination of the Leased Premises, including, but not limited to, the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the contamination by any such Hazardous or Regulated Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

(B) Lessee shall provide the Navajo Environmental Protection Agency and the Risk Management Department of the Nation with a clear and legible copy of all notices or reports concerning release of Hazardous or Regulated Substance, testing, or remediation at the premises subject to this Lease which Lessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Environmental Protection Agency shall be by first class mail to:

Waste Regulatory and Compliance Program
Navajo Environmental Protection Agency
Post Office Box 3089
Window Rock, Navajo Nation (Arizona) 86515

and,

Risk Management Department
Navajo Environmental Protection Agency
Post Office Box 1690
Window Rock, Navajo Nation (Arizona) 86515

or their respective institutional successors.

19. PUBLIC LIABILITY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of at least \$1,000,000 for personal injury to one (1) person and \$2,000,000 per occurrence, and \$500,000 for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of Arizona and shall be written to protect Lessee and Lessor and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this section be increased no more than every five (5) years from the beginning date of this Lease and only upon the Lessor's determination that such increase reasonably is necessary for the protection of Lessor.

(C) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

20. NON-LIABILITY.

Except for liability arising from the Lessor's negligence or misconduct, Lessor nor their officers, agents, or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises by Lessee, or by any defect in any structure existing or erected thereon, or arising

from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

21. PROPERTY DAMAGE, FIRE AND CASUALTY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in the State of Arizona, and shall be written to protect Lessee and Lessor and an Encumbrancer, if any, and shall provide for notification to Lessor, and any Encumbrancer prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Subject to the provisions of subsections (C) and (D) of this section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good or better than before the destruction or damage occurred.

(C) In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

(D) In the event of destruction of or damage to any improvement on the Leased Premises while an Approved Encumbrance remains in effect, the proceeds of fire and damage insurance equal to the amount of destruction or damage to the encumbered improvements (but not exceeding the remaining balance of the Approved Encumbrance) shall be paid to Encumbrancer on the condition that Encumbrancer agrees to perform and comply with Lessee's replacement and repair obligations set forth in subsections (B) and (C) of this section. If such amount paid to Encumbrancer is sufficient to repair the destroyed or damaged improvements with respect to which it was paid, or, if within three (3) months after such payment by the insurer to Encumbrancer, Lessor or Lessee shall deposit with Encumbrancer sufficient additional funds, if any, required to completely replace or repair the destruction or damage, upon written order of Lessor or Lessee, Encumbrancer shall pay such the costs of such replacement or repair, and such payment shall not be deemed a payment or credit on the Approved Encumbrance. Otherwise, at the expiration of such three (3) months said sum so paid by the insurer to Encumbrancer shall be applied and credited on the Approved Encumbrance.

(E) With the prior written approval of Lessor, which will not be unreasonably withheld, the insurance obligation under this section may be satisfied by a self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

22. INSPECTION.

The Lessor and its authorized representatives shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same and all improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the Leased Premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing provided such contamination arose due to Lessee's acts or omissions. Nothing in this section shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

23. INDEMNIFICATION.

Except to the extent of the negligence or intentional misconduct of the Nation and its agents, employees and contractors, Lessee shall defend, indemnify and hold harmless the Navajo Nation and their authorized agents, employees, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee.

24. MINERALS.

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

25. EMINENT DOMAIN.

If the Leased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Lease, Lessee's interest in the Leased Premises or the part of the Leased Premises taken shall thereupon cease. Compensation awarded for the taking of the Leased Premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking, provided that Lessee's right to such awards shall be subject to the rights of an Encumbrancer under an Approved Encumbrance.

26. DELIVERY OF PREMISES.

At the termination of this Lease, Lessee shall peaceably and without legal process deliver up the possession of the Leased Premises in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, Lessee shall provide to the Navajo Nation, at Lessee's sole cost and expense, an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of said premises.

27. HOLDING OVER.

Holding over by Lessee after termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Leased Premises or to any improvements located thereon.

28. ATTORNEY'S FEES.

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease or in pursuing an action against Lessee or any Sublessee for breach, default or liability arising under this Lease.

29. AGREEMENT TO ABIDE BY NAVAJO NATION LAWS AND FEDERAL LAWS.

Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all applicable laws, regulations and ordinances of the United States now in force and effect or as may be hereafter in force and effect including, but not limited to the Navajo Education Policies, 10 N.N.C. §§ 101 *et seq.*, Navajo Preference in Employment Act, 15 N.N.C. §§ 601 *et seq.* (NPEA) and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 *et seq.* (NNBOA).

30. GOVERNING LAW AND CHOICE OF FORUM.

Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Nation in connection with or arising out of the terms and conditions of this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Nation, and no such action or proceeding shall be brought by Lessee against the Nation in any court or administrative body of any State.

31. RESERVATION OF LESSEE'S RIGHTS TO ADMINISTRATIVE AND JUDICIAL REVIEW.

Nothing in this agreement shall be construed as divesting the Lessee of any right to an administrative appeal or judicial review of an administrative decision regarding this lease under 25 C.F.R. Part 2; 43 C.F.R. Part 4, Subpart D; 5 U.S.C. §704; or any other applicable regulation or statute.

32. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to, before initiating any action or proceeding, agree to use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution in connection with this Lease.

33. CONSENT TO JURISDICTION.

Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Lessee within the Navajo Nation.

34. COVENANT NOT TO CONTEST JURISDICTION.

Lessee hereby covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

35. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

36. INTEREST OF MEMBER OF CONGRESS.

No member of or delegate to Congress or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise here from, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

37. OBLIGATIONS TO THE UNITED STATES.

It is understood and agreed that while the Leased Premises are in trust or restricted status, all of Lessee's obligations under this Lease and the obligations of its sureties are to the United States as well as to Lessor.

38. NOTICES AND DEMANDS.

(A) Any notices, demands, requests or other communications provided for in this Lease, or given or made in connection with this Lease, (hereinafter referred to as "notices,") shall be in writing and shall be addressed as follows:

To or upon Lessor:

President, The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Fax: (928) 871-7005

To or upon Lessee:

Dine College
P.O. Box
Tsaile, Arizona 86556
Phone: (928) 724-6669

(B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.

(C) Lessor and Lessee may at any time change its address for purposes of this section by notice.

39. SUCCESSORS AND ASSIGNS.

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of Lessee. Except as the context otherwise requires, the term "Lessee," as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

40. RESERVATION OF JURISDICTION.

There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the lease and all lands burdened by the lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the lease; and the area under the lease and all lands burdened by the lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

41. EFFECTIVE DATE; VALIDITY.

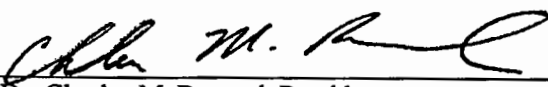
This Lease shall take effect on the date it is approved by the Navajo Nation. This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party until it is approved by the Navajo Nation.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

THE NAVAJO NATION, LESSOR

By: _____
Dr. Buu Nygren, President

DINE COLLEGE, LESSEE

By:  _____
Dr. Charles M. Roessel, President

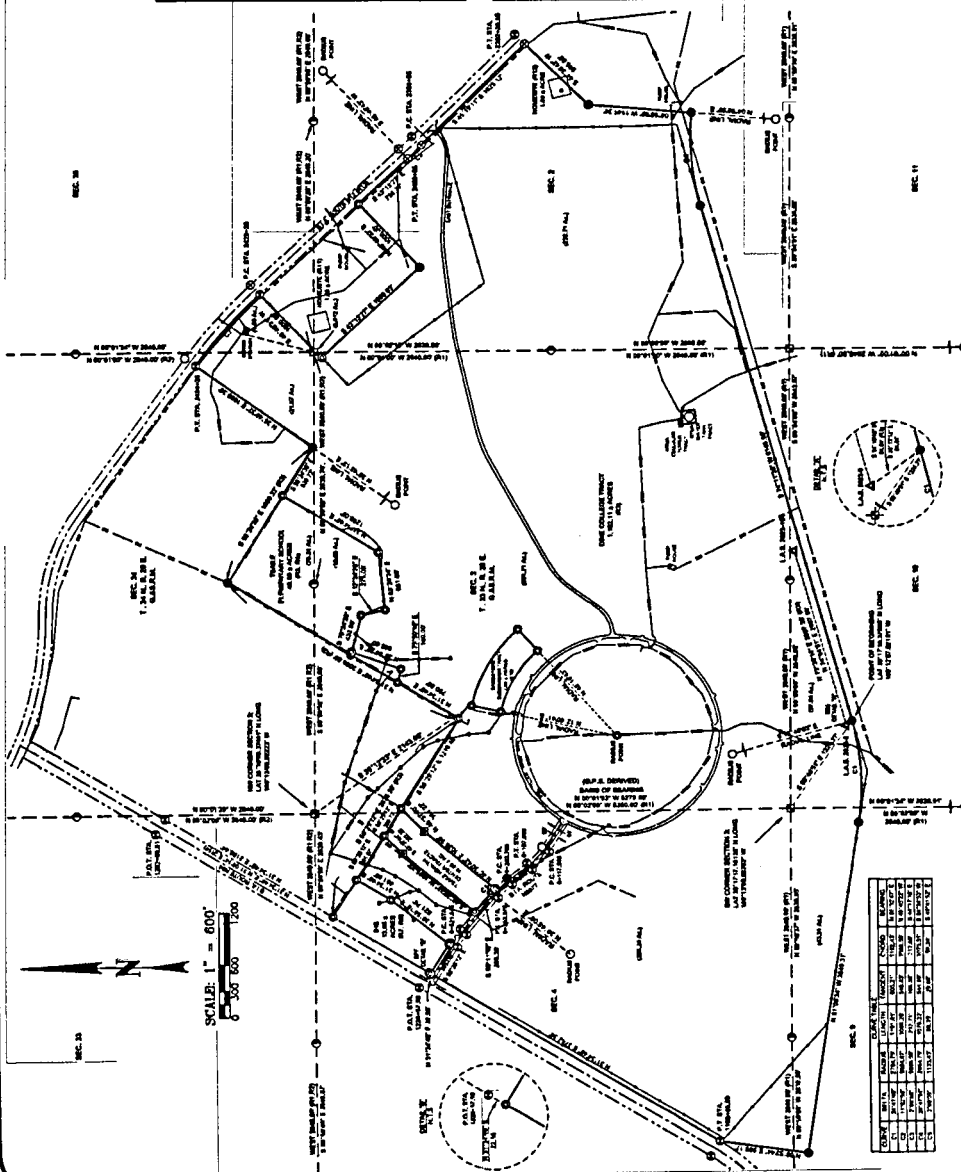
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RESULTS OF SURVEY

DINE COLLEGE TRACT

1182.11 ± ACRES
 LOCATED IN SECTIONS 2, 3, 4, 9 & 10, T. 33 N., R. 29 E., G. & S. R.M.
 AND SECTIONS 34 & 35, T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.

T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.
 T. 34 N., R. 29 E., G. & S. R.M.



- LEGEND
- ① - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ② - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ③ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ④ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ⑤ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ⑥ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ⑦ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
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 - ㊾ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER
 - ㊿ - FOUND 2" IRON CAP 1/2" DIA. SECTION CORNER

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE FOLLOWING WITNESSES: [List of names]

THE SURVEYOR CERTIFIES THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPMAKERS OF THE STATE OF ARIZONA.

WITNESSED AND SUBSCRIBED AT THE CITY OF PHOENIX, ARIZONA, THIS [Date] DAY OF [Month], 19[Year].

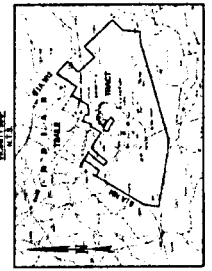
[Signature]

Surveyor

SECTION	ACRES	SECTION	ACRES	SECTION	ACRES
2	118.21	9	118.21	34	118.21
3	118.21	10	118.21	35	118.21
4	118.21				
9	118.21				
10	118.21				
34	118.21				
35	118.21				
TOTAL	1182.11				

GOLDTOOTH PRECISION SOLUTIONS, INC.
 P.O. BOX 100, TULSA, OKLA. 74101-0100
 TEL: 918.438.1100
 FAX: 918.438.1101
 E-MAIL: info@goldtooth.com
 WWW: www.goldtooth.com

DATE: Aug 2007
 DRAWN: Aug 2007
 CHECKED: Aug 2007
 BY: [Signature]



LOCATED IN SECTIONS 2, 3, 4, 9 & 10, T. 33 N., R. 29 E. G.A.S.R.M.
AND SECTIONS 34 & 35, T. 34 N., R. 29 E. G.A.S.R.M.,
TSASLE, APACHE COUNTY, ARIZONA
TSASLE/WHITEHEADS CHAPTER, DISTRICT 11, NAVAJO NATION

1

Page 2 of 2



Job No.: 1729
Surveyed Feb.-Mar., Aug. 2017
Aug. 2020, Sep.-Jan. 2022
Plot 1729 Dyer College Road-1722.jpg
Drawn by M.Guthrie
Checked by M.Guthrie
Revised: Aug 13, 2022
Scale: 1"=500'
Sheet: 2 of 2

RESULTS OF SURVEY

SANDSTONE SUBDIVISION TRACT

7.00 ± ACRES

LOCATED IN SECTION 3, T. 33 N., R. 29 E. G. & S.R.M.

TSAILA, APACHE COUNTY, ARIZONA

TSAILAWHEATFIELDS CHAPTER, DISTRICT 11, NAVAJO NATION

LEGAL DESCRIPTION:
A TRACT OF LAND SITUATED WITHIN SECTION 3, TOWNSHIP 33 NORTH, RANGE 29 EAST, CLARK SALT RIVER MERIDIAN, IN TSAILA, APACHE COUNTY,
STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, MARKED BY A B.L.M. BRASS CAP, FROM WHICH THE NORTH QUARTER CORNER OF
SAID SECTION 3, ALSO MARKED BY A B.L.M. BRASS CAP, LIES 8 89°39'39" E, A DISTANCE OF 2840.00 FEET TO A DERIVED BESS OF REARINGS(WEST,
2840.00 FEET PER B.L.M. SURVEY PLAT 128-28, DATED JUNE 3, 2002, RT1;

THENCE S 85°12'37" E, A DISTANCE OF 143.88 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "098 RLS 42046" SET AT THE BEGINNING OF A
WHEEL-TO-TOE POINT HAVING A RADIUS OF 100.00 FEET AND A RADIAL LINE TO SAID POINT BEARS N 12°40'41" E, SAID POINT ALSO BEING THE
POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE SOUTH-EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°39'02", A DISTANCE OF 1008.88 FEET TO A 5/8" REBAR WITH PLASTIC
CAP STAMPED "098 RLS 42046";

THENCE S 49°18'57" W, A DISTANCE OF 330.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "098 RLS 42046" SET AT THE BEGINNING OF A
NON-TANGENT CURVE LEFT HAVING A RADIUS OF 1320.00 FEET AND A RADIAL LINE TO SAID POINT BEARS N 46°19'47" E;

THENCE NORTH-WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°39'02", A DISTANCE OF 821.33 FEET TO A 5/8" REBAR WITH PLASTIC
CAP STAMPED "098 RLS 42046";

THENCE N 12°40'41" E, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL BEING 7.00 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UTILITIES LOCATED THEREIN.

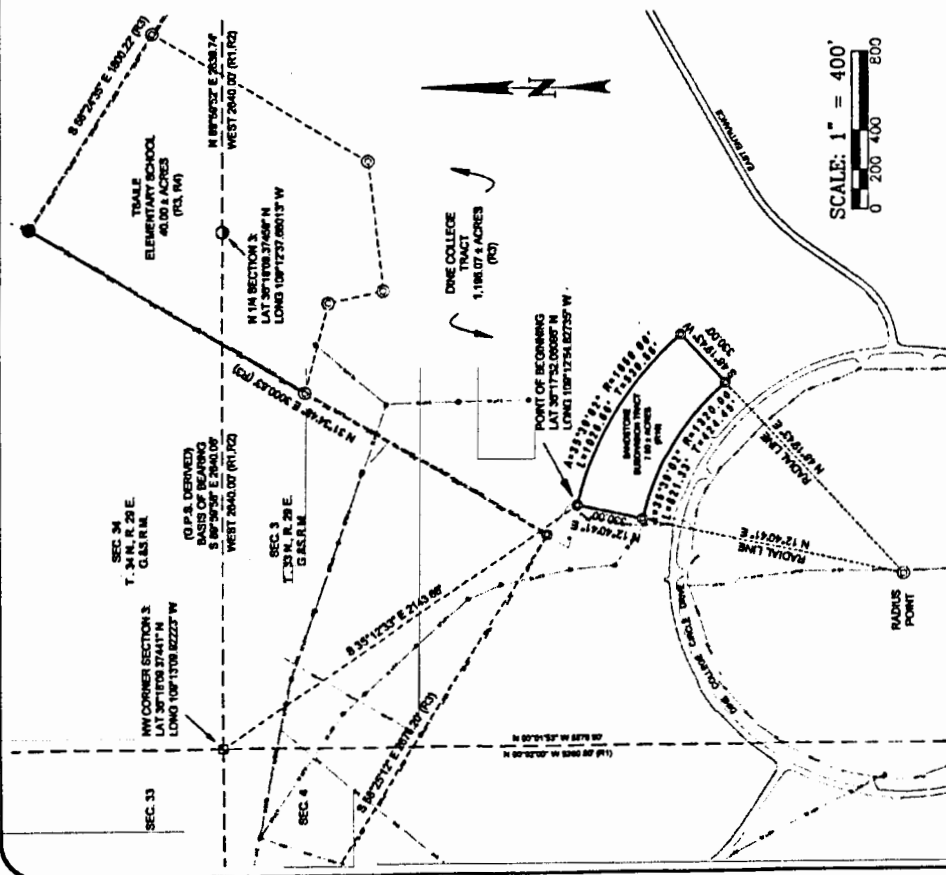
EXHIBIT "A"

LEGEND:

- - FOUND 3" BRASS CAP, B.L.M. SECTION CORNER
- - FOUND 3" BRASS CAP, B.L.M. 1/4 CORNER
- - FOUND 3" BRASS CAP, R.O.W. MONUMENT
- - FOUND REBAR WITH NO IDENTIFICATION
- - SET 5/8" REBAR W/ PLASTIC CAP STAMPED "098 RLS 42046"

REFERENCES:

- (R1) SURVEY PLAT OF T. 33 N. R. 29 E. G. & S.R.M., SURVEY PLAT 128-28, BUREAU OF LAND MANAGEMENT, DATED JUNE 3, 2002
- (R2) SURVEY PLAT OF T. 34 N. R. 29 E. G. & S.R.M., SURVEY PLAT 128-24, BUREAU OF LAND MANAGEMENT, DATED SEPTEMBER 8, 2002
- (R3) SURVEY PLAT OF DINE COLLEGE TRACT, GOLDTOOTH PRECISION SOLUTIONS, INC., DATED APRIL 8, 2017
- (R4) SURVEY PLAT OF THE NAVAJO COMMUNITY COLLEGE TRACT, OFFICE OF NAVAJO LAND ADMINISTRATION, DATED NOVEMBER 18, 1978
- (R5) RESOLUTION OF THE ADVISORY COMMITTEE OF THE NAVAJO TRIBAL COUNCIL, ACD 302-48, DATED OCTOBER 2, 1998
- (R6) LEASE AGREEMENT BY AND BETWEEN THE NAVAJO TRIBAL COUNCIL AND CHARLES SCHOOL DISTRICT NO. 24, DATED NOVEMBER 3, 1978
- (R7) SURVEY PLAT OF TSAILA HEALTH CENTER, OFFICE OF NAVAJO LAND ADMINISTRATION, DATED OCTOBER 2, 1998
- (R8) SURVEY PLAT OF TSAILA HEALTH CENTER STAFF HOUSING TRACT, OFFICE OF NAVAJO LAND ADMINISTRATION, DATED AUGUST 31, 1983
- (R9) SURVEY PLAT OF FNA 238 HOUSING SITE, DATED MAY 1, 1980
- (R10) SURVEY PLAT OF RUBY C. & DONALD JOHNSON HOMESITE, HOMESITE NO. 23040, NAVAJO LAND DEPARTMENT, DATED JUNE 10, 1987
- (R11) SURVEY PLAT OF DECE WAYNE REGAY & YOLONDA AMY YALZE HOMESITE NO. 28717, NAVAJO LAND DEPARTMENT, DATED AUGUST 17, 2004
- (R12) RIGHT-OF-WAY PLAT, B.L.M. ROUTE INTERSECTION, S.I.A. NAVAJO REGIONAL DEPARTMENT OF TRANSPORTATION (A.K.A. B.L.A. BRANCH OF ROADS),
DATED FEBRUARY 13, 1972
- (R14) DATED FEBRUARY 13, 1972



BASIS OF BEARINGS:
THE NORTH SECTION LINE OF SECTION 3, T. 33 N., R. 29 E., WITH A GPS DERIVED BEARING OF 8 89°39'39" E AND BEARING OF
WEST PER B.L.M. SURVEY PLAT NO. 128-28

- SURVEYOR'S NOTE:
1. THE INDEMNITY OF THIS TRACT WAS RE-ESTABLISHED PER THE 1980 SURVEY BY AN UNKNOWN ALBUQUERQUE COMPANY (R10).
 2. THIS SURVEY MAKES NO STATEMENT REGARDING RIGHTS TO THIS TRACT OR PRIOR RIGHTS WHICH MAY HAVE EXISTED PRIOR TO
THIS SURVEY.
 3. UTILITY EASEMENT LOCATIONS DETERMINE BY UTILITY MAPS PROVIDED BY NAVAJO TRIBAL UTILITY AUTHORITY. ALL
UNDERGROUND UTILITY LINES ARE APPROXIMATE.
 4. NO PROPERTY CORNERS WERE FOUND FROM THE 1980 SURVEY. THE EXISTING FENCE CORNERS WERE USED TO RE-ESTABLISH
THE BOUNDARY OF THIS TRACT.

CERTIFICATION:
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER
MY DIRECTION DURING THE MONTHS OF FEBRUARY AND MARCH 2017, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT
MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT
SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Halbert O. Goldtooth
HALBERT O. GOLDTOOTH, AZ RLS 42048

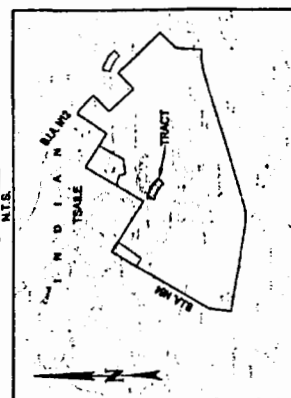
GOLDTOOTH PRECISION SOLUTIONS, INC.

P.O. BOX 940 TUBA CITY, AZ 86045 Ph: (602)263-4932 Fax: (602)263-5073



Job No.: 1720
Surveyed: February-March 2017
File: 1720 Sandstone Subd.dwg
Drawn by: H. Goldtooth
Checked by: H. Goldtooth
Revised: NS
Scale: 1" = 400'
Sheet: 1 of 1

EXPRESS 3-31-2020
Halbert O. Goldtooth
Halbert O. Goldtooth, AZ RLS 42048



RESULTS OF SURVEY

NTUA WATER TANK TRACT
0.52 ± ACRES
LOCATED IN SECTION 3,
T. 33 N., R. 29 E. G.S.R.M.
TSALE, APACHE COUNTY, ARIZONA
TSAILEWHEATFIELDS CHAPTER, DISTRICT 11, NAVAJO NATION

LEGAL DESCRIPTION:
A PARCEL OF LAND SITUATED WITHIN SECTION 3, TOWNSHIP 33 NORTH, RANGE 29 EAST, CLARK & SALT RIVER MERIDIAN, IN TSALE, APACHE COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, MARKED BY A B.L.M. BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3, ALSO MARKED BY A B.L.M. BRASS CAP, LIES S 87°45'05" W, A DISTANCE OF 2,843.87 FEET (O.P.S. DERIVED BASIS) WEST, 2,840.00 FEET PER B.L.M. SURVEY PLAT 1289-29, DATED JUNE 3, 2002, R11; THENCE N 37°30'54" W, A DISTANCE OF 1,299.21 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 4204F"; SAID POINT BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND;
THENCE S 87°30'54" W, A DISTANCE OF 150.00 FEET TO A 3/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 4204F";
THENCE N 07°01'52" W, A DISTANCE OF 150.00 FEET TO A 3/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 4204F";
THENCE S 07°01'52" E, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

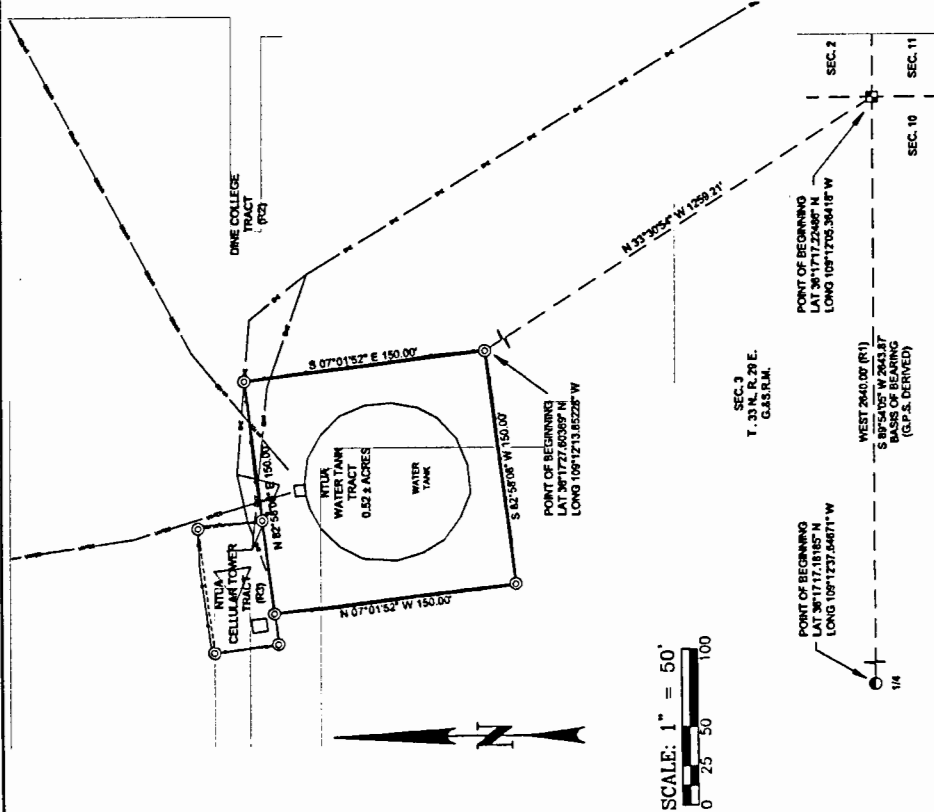
SAID PARCEL BEING 0.52 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UTILITIES LOCATED THEREIN.

EXHIBIT "A"

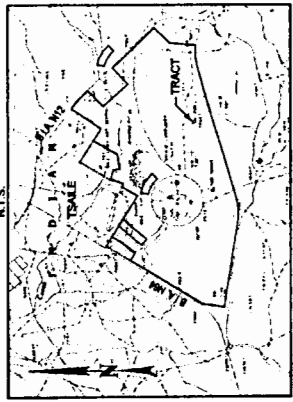
- LEGEND:**
- - FOUND 3" BRASS CAP, B.L.M. SECTION CORNER
 - - FOUND 3" BRASS CAP, B.L.M. 1/4 CORNER
 - ⊙ - SET 3/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 4204F"

SCALE: 1" = 50'

REFERENCES:
(R1) SURVEY PLAT OF T. 33 N. R. 29 E. G.S.R.M. SURVEY PLAT 1289-29, BUREAU OF LAND MANAGEMENT, DATED JUNE 3, 2002.
(R2) SURVEY PLAT OF DINE COLLEGE TRACT, GOLDTOOTH PRECISION SOLUTIONS, INC., DATED JUNE 13, 2022.
(R3) SURVEY PLAT OF NTUA CELLULAR TOWER TRACT, GOLDTOOTH PRECISION SOLUTIONS, INC., DATED JUNE 13, 2022.



VICINITY MAP
N.T.S.



BASIS OF BEARINGS:
THE SOUTH SECTION LINE OF SECTION 3, T. 33 N., R. 29 E., WITH A GPS DERIVED BEARING OF S 87°45'05" W AND BEARING OF WEST PER B.L.M. SURVEY PLAT NO. 1289-29.

SURVEYOR'S NOTE:
1. THE LOCATION OF THE BOUNDARY OF THIS TRACT WAS A DECISION MADE BY DINE COLLEGE.
2. THIS SURVEY MAKES NO STATEMENT REGARDING RIGHTS TO THIS TRACT OR PRIOR RIGHTS WHICH MAY HAVE EXISTED PRIOR TO THIS SURVEY.

CERTIFICATION:
I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY & JUNE, 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

HALBERT Q. GOLDTOOTH, AZ RLS 42048

GOLDTOOTH PRECISION SOLUTIONS, INC.
P.O. BOX 940 TUBA CITY, AZ 86045 PH: (929)293-4852

Job No.: 22219
Surveyed: May-June 2022
Plat: 22219 NTUA Water Tank Tract
Drawn by: H. Goldtooth
Checked by: H. Goldtooth
Reviewed: H. Goldtooth
Scale: 1" = 50'
Sheet: 1 of 1



Halbert Q. Goldtooth, AZ RLS 42048

0.07 ± ACRES

LOCATED IN SECTION 3,

T. 33 N., R. 29 E. G.&S.R.M.

TSAILLE, APACHE COUNTY, ARIZONA

TS SAILEWHEATFIELDS CHAPTER, DISTRICT 11, NAVAJO NATION

EGAL DESCRIPTION:
 PARCEL OF LAND SITUATED WITHIN SECTION 3, TOWNSHIP 33 NORTH, RANGE 29 EAST, GLA & SALT RIVER MERIDIAN, IN TSALE, APACHE COUNTY,
 STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, MARKED BY A B.L.M. BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3, ALSO MARKED BY A B.L.M. BRASS CAP, LIES 8 89°45'05" W. A DISTANCE OF 2,643.87 FEET (O.P.S. DERIVED BASIS OF BEARINGS) WEST, 1664.00 FEET PER B.L.M. SURVEY PLAT 1208-28, DATED JUNE 3, 2002, R1; THENCE N 33°30'45" W. A DISTANCE OF 1259.21 FEET TO A 36" REBAR WITH PLASTIC CAP STAMPED "GRS RLS 42048"; SAID POINT BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND.

THEENCE 8 82'36"08" W, A DISTANCE OF 80.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046";
 THEENCE N 07°01'32" W, A DISTANCE OF 40.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046";
 THEENCE S 82°36'08" E, A DISTANCE OF 80.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046";
 THEENCE 8 07°01'32" E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 0.07 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UTILITIES LOCATED THEREIN.

EXHIBIT "A"

LEGEND:

- ☐ - FOUND 3" BRASS CAP, B.L.M. SECTION CORNER
- - FOUND 3" BRASS CAP, B.L.M. 1/4 CORNER
- ◎ - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "CP'S PLS 42048"

REFERENCES:

- REFERENCES:
(R1) SURVEY PLAT OF T. 33 N. R. 29 E., G.S.B.M., SURVEY PLAT 1269-29, BUREAU OF LAND MANAGEMENT, DATED JUNE 3, 2002
(R2) SURVEY PLAT OF DINE COLLEGE TRACT, GOLDTOOTH PRECISION SOLUTIONS, INC., DATED JUNE 13, 2002.
(R3) SURVEY PLAT OF NTUA WATER TANK TRACT, GOLDTOOTH PRECISION SOLUTIONS, INC., DATED JUNE 13, 2002.

GOLDTOOTH PRECISION SOLUTIONS, INC.

P.O. BOX 640 TUBA CITY, AZ 86045 Ph: (928) 283-4857

Job No. 272720

Document: May-1996 0009
01777 201000

2702 1400/400 100/4000

22220 NTUA Gail 108

Drawn by: H.G.

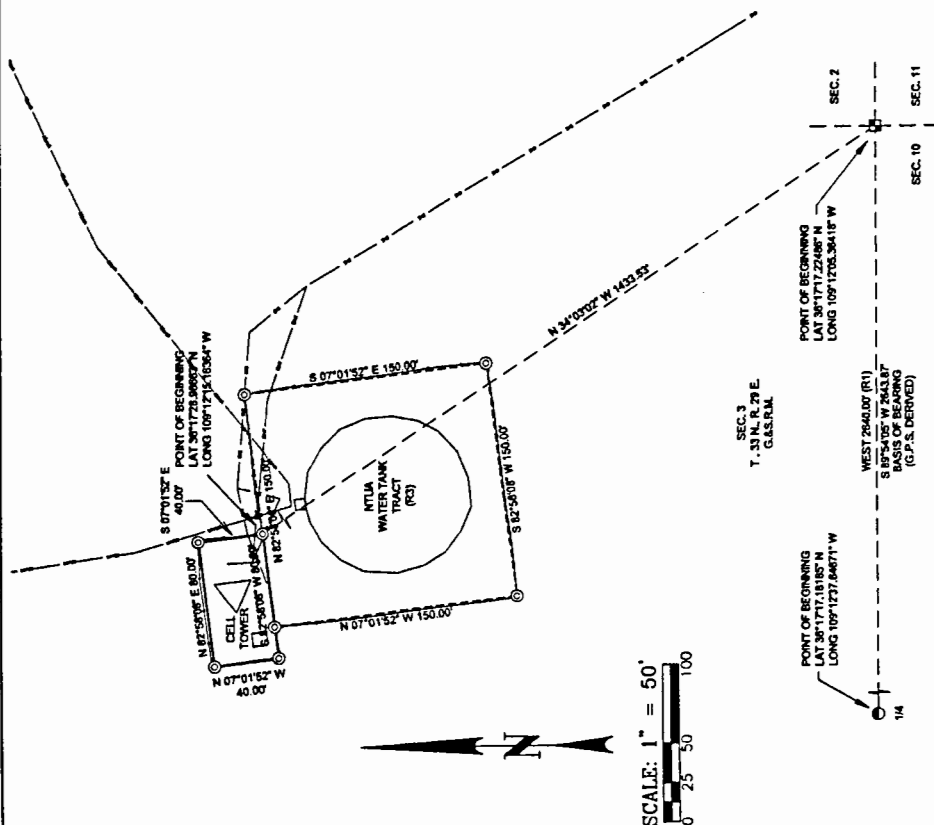
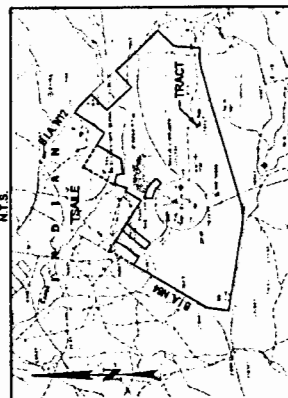
Checked by: H

Revised: n/a

Scale: 1" = 50'



Halbert Q. Gindofforth-AZ R.L.S. 42048



BASIS OF BEARINGS:
THE SOUTH SECTION LINE OF SECTION 3, T. 33 N., R. 29 E., WITH A GPS DERIVED BEARING OF S 89°54'05" W AND BEARING OF WEST PER B.L.M. SURVEY PLAT NO. 1289-29.

REVIEWER'S NOTE:

1. THE LOCATION OF THE BOUNDARY OF THIS TRACT WAS A DECISION MADE BY DUNE COLLEGE.
2. THIS SURVEY MAKES NO STATEMENT REGARDING RIGHTS TO THIS TRACT OR PRIOR RIGHTS WHICH MAY HAVE EXISTED PRIOR TO THIS SURVEY.

CERTIFICATION

CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY & JUNE 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

HAI BERT Q. GOLDTOOTH, AZ RLS 42048

RESULTS OF SURVEY

NTUA WATER STATION TRACT
0.07 ± ACRES

LOCATED IN SECTION 35,
T. 34 N., R. 29 E. G.&S.R.M.

TSAILLE, APACHE COUNTY, ARIZONA

TSAILLEWHEATFIELDS CHAPTER, DISTRICT 11, NAVAJO NATION

LEGAL DESCRIPTION:
A PARCEL OF LAND SITUATED WITHIN SECTION 35, TOWNSHIP 34 NORTH, RANGE 29 EAST, GILA & SALT RIVER MERIDIAN IN TSAILLE, APACHE COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35, MARKED BY A B.L.M. BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 35, ALSO MARKED BY A B.L.M. BRASS CAP, LIES N 89°57'26" E, A DISTANCE OF 2,640.20 FEET (G.P.S. DERIVED MASS OF BEARINGS) WEST, 764.00 FEET PER B.L.M. SURVEY PLAT 1294-24, DATED JUNE 3, 2002, N15°28'43" E, A DISTANCE OF 764.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046"; SAID POINT BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND.

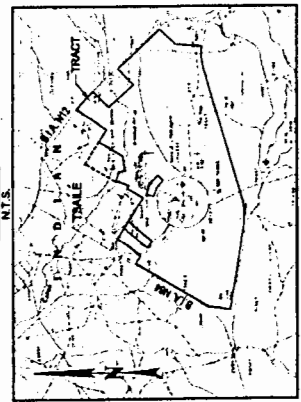
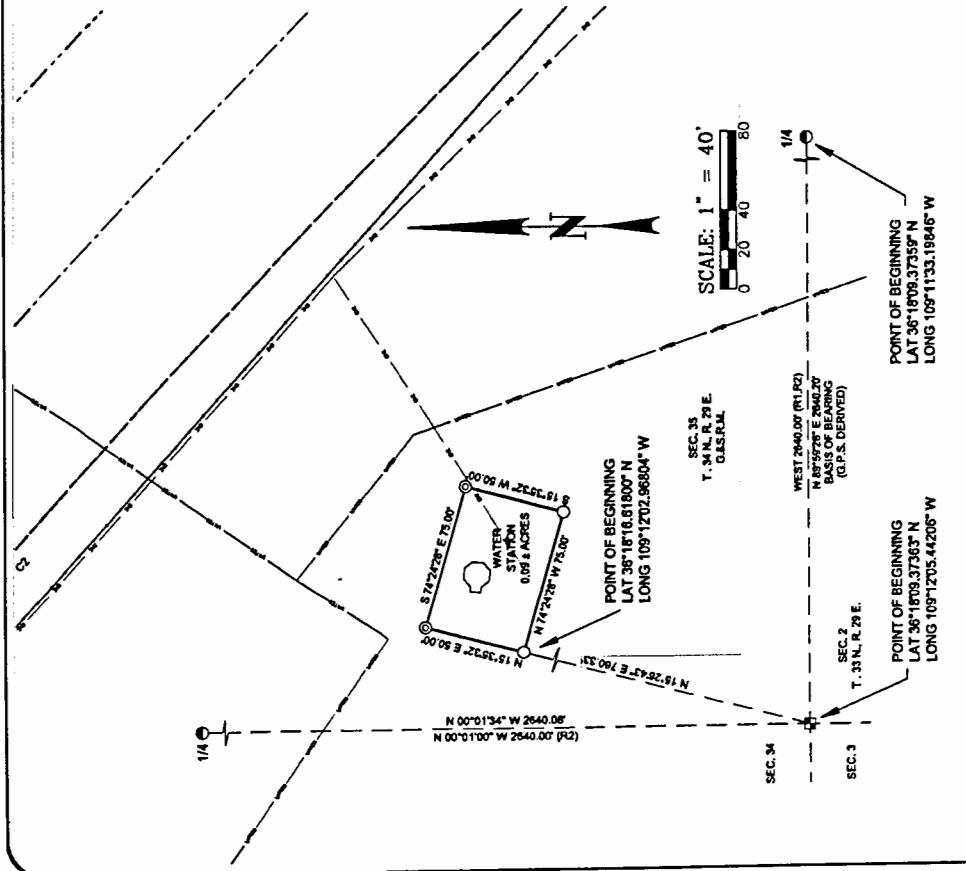
THENCE N 15°35'32" E, A DISTANCE OF 50.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046";
THENCE S 74°24'28" E, A DISTANCE OF 75.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046";
THENCE S 15°35'32" W, A DISTANCE OF 50.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046";
THENCE N 74°24'28" W, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 0.07 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EXISTING EASEMENTS FOR UTILITIES LOCATED THEREIN.

EXHIBIT "A"

- LEGEND:
- - FOUND "Y" BRASS CAP, B.L.M. SECTION CORNER
 - - FOUND "Y" BRASS CAP, B.L.M. 1/4 CORNER
 - ⊙ - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "GPS RLS 42046"

REFERENCES:
(R1) SURVEY PLAT OF T. 34 N., R. 29 E., GILAS RAIL SURVEY PLAT 1294-24, BUREAU OF LAND MANAGEMENT, DATED SEPTEMBER 8, 2002.
(R2) SURVEY PLAT OF DINE COLLEGE TRACT, GOLDTOOTH PRECISION SOLUTIONS, INC., DATED JUNE 13, 2002.



BASE OF BEARINGS:
THE SOUTH SECTION LINE OF SECTION 34, T. 34 N., R. 29 E., WITH A GPS DERIVED BEARING OF N 89°57'26" E AND BEARING OF WEST PER B.L.M. SURVEY PLAT NO. 1294-24.

SURVEYOR'S NOTE:
1. THE LOCATION OF THE BOUNDARY OF THIS TRACT WAS A DECISION MADE BY DINE COLLEGE.
2. THIS SURVEY MAKES NO STATEMENT REGARDING RIGHTS TO THIS TRACT OR PRIOR RIGHTS WHICH MAY HAVE EXISTED PRIOR TO THIS SURVEY.

CERTIFICATION:
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY & JUNE 2002; THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE ARIZONA SURVEYORS' ASSOCIATION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

Hubert O. Goldtooth
HUBERT O. GOLDTOOTH, A.Z. RLS 42046

GOLDTOOTH PRECISION SOLUTIONS, INC.
P.O. BOX 648 TUBA CITY, AZ 86045 PH: (929)283-4832

Job No.: 22219
Surveyed: May-June 2002
File: 22219 NTUA Water Station.dwg
Drawn by: H. Goldtooth
Checked by: H. Goldtooth
Revised: n/a
Scale: 1" = 40'
Sheet: 1 of 1



GOLDTOOTH PRECISION SOLUTIONS, INC.
P.O. Box 640 Tuba City, Arizona 86045
Phone (928) 283-4652

June 13, 2022

Dine College
Randy Joe
P.O. Box
Tsaile, AZ 86556

RE: Dine College – Boundary Survey Submittal

Goldtooth Precision Solutions, Inc. is respectfully submitting the final survey plats and invoice for the boundary surveys of the Dine College Campus in Tsaile, AZ.

In 2017, the survey and retracement of all properties located within the Dine College's original acreage of 1255.61 was completed. After extensive field surveys and analyzing all documents, we were able to re-establish the original Navajo Community College boundary using the 1975 survey plat by the Navajo Land Administration. Excluded from the boundary were the Tsaile Health Center Tract, Tsaile Elementary School Tract, and the Sandstone Subdivision Tract. The remaining boundary was name the Dine College Tract.

In 2019, a portion of the boundary west of the Elementary School was adjusted to exclude an area from a home site.

In 2020, the Tsaile Health Center Tract2 was resurveyed and adjusted. The original survey of the Tsaile Health Center Tract2 (AKA Tsaile IHS Phase II SSER) was done by Dowl HKM in January of 2011. The west boundary was extended to the BIA Route N8077 right-of-way line. The property corners previously set by Dowl HKM were not on the right-of-way line. The east boundary line was extended to the exterior boundary of the Dine College Tract as to leave no gap. The acreage for this tract is 10.95 acres.

The current surveying in 2022 involved excluding several tracts from the Dine College boundary. Three NTUA tracts were created around existing structures.

The NTUA Water Tank Tract was created by a 150 ft. x 150 ft. boundary using the existing chainlink fence surrounding the water tank. The acreage for this tract is 0.52 acres.

The NTUA Cellular Tower Tract was created by a 80 ft. x 40 ft. boundary using the existing chainlink fence surrounding the cell tower. The acreage for this tract is 0.07 acres.

The NTUA Water Station Tract was created by a 75 ft. x 50 ft. boundary using the existing chainlink fence surrounding the water well. The acreage for this tract is 0.09 acres.

The following items submitted:

- 1) PDF of result of survey plats
 - a) Dine College Tract – 1182.11 acres
 - b) Tsaile Health Center Tract2 – 10.95 acres
 - c) Sandstone Subdivision – 7.00 acres (previously submitted)
 - d) NTUA Water Tank Tract – 0.52 acres

- e) NTUA Cellular Tower Tract – 0.07 acres
- f) NTUA Water Station Tract – 0.09 acres

If you have any questions, please feel free to contact me at (602) 300-8710 or by email.

Sincerely,



Halbert Goldtooth, RLS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SHAUN D. LABAY Alternate Access/CPAC/CPU Customer Products & Fulfillment CMC United States Postal Service 3300 South Parker Road, Suite 400 Aurora CO 80014-3500 (303) 743-1230	CODE 2DCPAC	7. ADMINISTERED BY (If other than Item 6) Alternate Access/CPAC/CPU Customer Products & Fulfillment CMC United States Postal Service 3300 South Parker Road, Suite 400 Aurora CO 80014-3500	CODE 2DCPAC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DINE COLLEGE TSAILE CPO PO BOX 9998 TSAILE AZ 86556-9900		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. 2DCPAC-18-B-0488 10B. DATED (SEE ITEM 13) 04/03/2018	
SUPPLIER CODE 000405161	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A RENUMBER CONTRACT, UPDATE T&C'S AND ATTACHMENT 1

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

THIS MODIFICATION IS ISSUED TO UPDATE/CHANGE THE FOLLOWING:

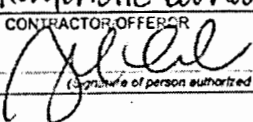
1. TO UPDATE THIS CONTRACT # 038880-87-B-0407 WITH A NEW CONTRACT # 2DCPAC-18-B-0488
2. TO UPDATE THE TERMS AND CONDITIONS OF YOUR CONTRACT AND ATTACHMENT 1

SUPPLIER HEREBY ABSOLUTELY AND IRREVOCABLY WAIVES, RELEASES, RELINQUISHES, AND DISCHARGES FOREVER THE POSTAL SERVICE AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL, KNOWN OR UNKNOWN, CLAIMS, SUITS, DAMAGES, COSTS, FEES OR EXPENSES (INCLUDING ALL TYPES OF ATTORNEY'S COSTS, FEES AND EXPENSES), ACTIONS, OR MANNER OF ACTIONS WHICH SUPPLIER EVER HAD, NOW HAS, OR HEREAFTER MAY HAVE AGAINST THE POSTAL SERVICE, AND ITS AGENTS, OFFICERS, AND EMPLOYEES WHETHER THE SAME BE IN ADMINISTRATIVE PROCEEDINGS, IN ARBITRATION, IN LAW, AT EQUITY, OR MIXED, THAT RELATE TO, ARISE OUT OF, OR INVOLVE CONTRACT NO. 038880-87-B-0407, OR TERMS AND CONDITIONS CHANGED BY CONTRACT NO. 2DCPAC-18-B-0488.

THESE CHANGES SHALL BECOME EFFECTIVE IMMEDIATELY UPON ACCEPTANCE.

Period of Performance: 06/25/1987 to 12/31/2099

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Raychelle Leonard, Controller		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda C. Cooper	
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 5/3/18	16B. CONTRACT AUTHORITY (Signature of Contracting Officer)	16C. DATE SIGNED

PART 1 – CONTRACT POSTAL UNIT SCHEDULE

1.1 CONTRACT POSTAL UNIT OPERATION

The supplier agrees to operate a Contract Postal Unit (CPU) in a facility operated by a supplier, at a supplier-owned or leased site, under contract to the Postal Service to provide specified Postal Services and supplies to the public, the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this individual's authority will be furnished to the supplier upon award. The contract will be for an indefinite term, subject to the rights of termination specified herein. The supplier must provide the services listed in Attachment 1, Requirements. The property required for the operation of this CPU is identified in Attachment 1.

The supplier agrees to operate a Contract Postal Unit (CPU) under the terms and conditions established herein for the fixed annual price of \$ 14,134.00 . (Supplier insert offer in the space provided).

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code 453998, ALL OTHER MISC STORE RETAILERS, is applicable to this solicitation (for more information visit www.sba.gov).

1.2 ACKNOWLEDGMENT OF AMENDMENTS

The supplier acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 – SOLICITATION PROVISIONS

2.1 PROVISION 4-1 STANDARD SOLICITATION PROVISIONS

- a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation.

As a minimum offers must show:

- (1) Page 1, Item 10, individual or company name, dba, mailing address, city, state zip and contact name.
- (2) Page 1, Item 11, physical address of CPU, telephone number, fax number and email address
***** DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS *****
- (3) Page 1, Item 12a, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier's tax identification number used on the U.S. Treasury Form 941, *Employers Quarterly Federal Tax Return*.
- (4) Page 1, Item 12b, Parent Company's TIN (if applicable)
- (5) Page 1, Item 16b, Signature of Person Authorized to Sign, and Item 16c, Printed Name and Title of Person Authorized to Sign.
- (6) Provide all other information requested by Part 2 – Solicitation Provisions of this solicitation.
- (7) Provide all the information requested by Attachment 2 – Contract Postal Unit – Supplier Business Proposal and Information and Insert percentage offer in Attachment 4, Compensation.

- b. **Business Disagreements.** Business disagreements may be lodged with the Supplier Ombudsman if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at www.gpoaccess.gov/ecfr). The Supplier Ombudsman will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Section 601. The Supplier Ombudsman's decisions are available for review at <http://www.usps.com>.

- c. **Late Offers.** Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.

- d. **Type of Contract.** The Postal Service plans to award a Firm-fixed price contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

- e. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received. The Postal Service reserves the right to award multiple (firm-fixed or performance-based) price contracts under this solicitation.

f. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm>. If checked, the following provision is incorporated in this solicitation by reference:

g. ☐ Provision 3-1, Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

2.2 PROVISION 4-2 EVALUATION

a. **General.** The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. Supplier specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria, to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate, to the Postal Service's satisfaction, how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors), when combined, are considered to be ☐ more important, ☐ less important, ☒ as important as price. The following performance evaluation factors will be used in the evaluation of offers:

(1) Supplier-Specific Factors – Pass or Fail Basis (See Attachment 2)

- (a) Past performance
- (b) Capability

(2) Proposal-Specific Factors (See Attachment 2)

- (a) Characteristics of the Supplier's Retail Facility
 - (i) Location
 - (ii) Current Business Volume
 - (iii) Physical Characteristics (including accessibility to the handicapped)
 - (iv) Parking and Public Transportation (including handicapped parking)
- (b) Characteristics of the Proposed CPU Facility within the Supplier's Retail Facility
- (c) Staffing

b. **Notice of Award.** The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

2.3 PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (NOVEMBER 2012)

A. **Type of Business Organization.** The offeror, by checking the applicable blocks, represents that it:

1. Operates as:

- ☐ a corporation incorporated under the laws of the state of _____; or country of _____ if incorporated in a country other than the United States of America.
- ☐ an individual;
- ☐ a partnership;
- ☐ a joint venture;
- ☐ a limited liability company;
- ☒ a nonprofit organization; or
- ☒ an educational institution; and

2. Is (check all that apply)

- ☐ a small business concern;
- ☐ a minority business (indicate minority below):
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American
 - ☐ Asian American;
- ☐ a woman-owned business; or
- ☐ none of the above entities.

a. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies).

For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

- b. *Minority Business.* A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
- c. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- d. *Educational or Other Nonprofit Organization.* Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)

- ☐ a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

(Note: Offers from any of the sources listed in subparagraph A.3, may not be considered for an award pending review and recommendation by the Postal Service Ethics Office.)

B. *Parent Company and Taxpayer Identification Number*

1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN: 86-0215931
3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.
4. Check this block if the offeror is owned or controlled by a parent company: _____
5. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____
Parent Company's Main Office: _____
Address: _____
No. and Street: _____
City: _____ State: _____ ZIP Code: _____
Parent Company's TIN: _____

6. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group
Name of Common Parent: _____
Common Parent's TIN: _____

C. *Certificate of Independent Price Determination*

1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
 - a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that:

- a. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
- b. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

D. *Certification of Nonsegregated Facilities*

1. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
2. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
3. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):
Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

DI. *Certification Regarding Debarment, Proposed Debarment, and Other Matters* (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:

- a. Are ___ are not x presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
- b. Have ___ have not x, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- c. Are ___ are not x presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
- d. Have ___ have not x within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
- c. Are ___ are not x presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

2. The offeror has ___ has not x, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's *Supplying Practices*). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

F. *Incorporation by Reference.* Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm>. If checked, the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)

1. Provision 1-2: Domestic Source Certificate – Supplies
2. Provision 1-3: Domestic Source Certificate - Construction Materials
3. Provision 9-1: Equal Opportunity Affirmative Action Program
4. Provision 9-2: Preaward Equal Opportunity Compliance Review
5. Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

2.4 DEPOSIT OF ASSETS REQUIREMENTS (March 2006)

- a. Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the Postal Service in an amount set forth in Attachment 1.
- b. When assets are deposited, the offeror must execute the Postal Service bond form made a part of this solicitation. Failure to deposit assets acceptable to the Postal Service may be cause for termination of the contract for default.

2.5 BOND

The supplier, within fifteen (15) days after notice of contract award, will be responsible for obtaining and maintaining a Contract Postal Unit bond in the amount specified in Attachment 1 - Requirements. The bond must be executed by a Surety Company approved by the U.S. Treasury Department (see Treasury Department Circular 570 at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>) using the Contract Postal Unit Bond format in Attachment 3 of this solicitation. The supplier's failure to provide the Host Administrative Office with a bond may result in the contract being terminated on notice.

2.6 CERTIFICATION OF STATUTORY COMPLIANCE

The supplier (check applicable box) certifies that the business location within which it proposes to operate the Contract Postal Unit (CPU) ☐ is, or by the time service begins ☒ will be, in compliance with all applicable Federal, state, and municipal laws, codes and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service.

PART 3 – CONTRACT CLAUSES

3.1 CLAUSE 4-1 GENERAL TERMS AND CONDITIONS

- a. **Assignment.** If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (1) the Postal Service; (2) the office, if any, designated to make the payment, and the Postal Service has acknowledged the assignment in writing; (3) the surety or sureties upon any bond and (4) assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.
- b. **Changes**
 - (1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:
 - (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
 - (b) Statement of work or description of services;
 - (c) Method of shipment or packing;
 - (d) Places of delivery of supplies or performance of services;
 - (e) Delivery or performance schedule;
 - (f) Postal Service furnished property or facilities.

- (2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.
- (3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.
- (4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon – but not after final payment under this contract – if the contracting officer decides that the facts justify such action.
- (5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.
- c. **Patent Indemnity.** The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.
- d. **Payment.** The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. All payments will be made using Electronics Funds Transfer (EFT) to the supplier's servicing financial institution. Payment is made automatically, in arrears, by the St. Louis Accounting Service Center in twelve (12) equal monthly installments. Seasonal contracts will be paid in arrears, for each full month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within thirty (30) days after the end of the performance period.
- e. **Taxes.** The Postal Service will not withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.
- f. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- g. **Order of Precedence.** Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) other documents, exhibits, and attachments, and (8) the specifications.
- h. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.
- i. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp10.htm>.

The following clauses are incorporated in this contract by reference:

- (1) B-1, Definitions (March 2006)
- (2) B-15, Notice of Delay (March 2006)
- (3) B-16, Suspensions and Delays (March 2006)
- (4) B-19, Excusable Delays (March 2006)
- (5) B-30, Permits and Responsibilities (March 2006)

3.2 **CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (July 2009)**

- a. **Incorporation by Reference**
 - (1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp10.htm>. The following clauses are incorporated in this contract by reference:
 - (1) Clause 1-5, *Gratuities or Gifts* (March 2006)
 - (2) Clause B-9, *Claims and Disputes* (March 2006)
 - (3) Clause B-25, *Advertising of Contract Awards* (March 2006)
 - (4) Clause 9-1, *Convict Labor* (March 2006)
 - (5) Clause 9-5, *Contract Work Hours and Safety Standards Act — Safety Standards* (March 2006)

(2) If checked, the following additional clauses are also incorporated in this contract by reference:

- (1) ☒ Clause 1-1, *Privacy Protection* (July 2007) (1.6.6)
- (2) ☐ Clause 1-6, *Contingent Fees* (March 2006)
- (3) ☐ Clause 1-9, *Preference for Domestic Supplies* (March 2006)
- (4) ☐ Clause 1-10, *Preference for Domestic Construction Materials* (March 2006)
- (5) ☐ Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
- (6) ☒ Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses* (March 2006)
- (7) ☐ Clause 9-2, *Contract Work Hours and Safety Standards Act — Overtime Compensation* (March 2006)
- (8) ☐ Clause 9-3, *Davis-Bacon Act* (March 2006)
- (9) ☐ Clause 9-6, *Walsh-Healey Public Contracts Act* (March 2006)
- (10) ☒ Clause 9-7, *Equal Opportunity* (March 2006)
- (11) ☐ Clause 9-10, *Service Contract Act* (March 2006)
- (12) ☐ Clause 9-11, *Service Contract Act — Short Form* (March 2006)
- (13) ☐ Clause 9-12, *Fair Labor Standards Acts and Services Contract Act — Price Adjustments* (February 2010)
- (14) ☒ Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)
- (15) ☒ Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (February 2010)

b. Examination of Records.

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.

c. Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

- (1) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

d. Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

- (1) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
- (2) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.
- (3) Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1/800-304-3107.

3.3 CLAUSE 2-12 POSTAL SERVICE PROPERTY - Short Form

- a. Upon delivery to the supplier of Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The supplier shall assume all responsibility and liability for all Postal Service furnished property. USPS and supplier will be responsible for property maintenance as detailed in Part VI of Attachment 1 --Requirements.
- b. Upon the completion or sooner termination of this contract, the supplier must prepare for shipment, deliver f.o.b. origin, or dispose of the Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the contracting officer. The net proceeds of any disposal will be credited to the contract price or will be paid to the Postal Service as directed by the contracting officer.

3.4 CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (March 2006)

The contracting officer will appoint a contracting officer's representative (COR) and Host Administrative Office (HAO). The HAO will be responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier on all routine matters. The COR will oversee the HAO and his/her responsibilities. A copy of the notice of appointment defining the COR's authority, along with a list of the HAO's responsibilities, will be furnished to the supplier upon award of contract.

3.5 CLAUSE 7-2 ADDITIONAL BOND SECURITY

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Postal Service or fails to furnish reports on its financial condition as requested by the contracting officer, or if the value of postal funds, the postage value available in the postage evidencing system (postage meter) and accountable paper increases to the point where the security furnished becomes inadequate in the Host Administrative Office's opinion, the supplier must promptly furnish additional bond security as required to protect the interests of the Postal Service.

3.6 CLAUSE 7-3 DEPOSIT OF ASSETS INSTEAD OF SURETY BONDS (March 2006)

- a. If the supplier has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, currency or drafts, the contracting officer will hold the assets in an account for the supplier's benefit.
- b. Upon contract completion, the supplier's funds will be returned as soon as possible, unless the contracting officer determines that part or all of the account is required to compensate the Postal Service for costs it incurs as a result of the supplier's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the Postal Service.

3.7 APPEARANCE, LOCATION AND SECURITY

The Contract Postal Unit area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and logo will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The Contract Postal Unit must not be located in or directly connected to a room where intoxicating beverages are sold for consumption on the premises. When the Contract Postal Unit is closed or unattended, the round dater must be kept in a secure location as well as any other accountable postal equipment. *Mail received from the public must be kept in a location that is secure from tampering and is not accessible to anyone other than authorized CPU employees. Registered Mail items must be kept under lock and key until dispatched to a Postal Service employee authorized to collect Registered Mail.*

3.8 PROHIBITED TRANSACTIONS

The supplier may not, in the Contract Postal Unit or in any part of the supplier's premises in which it is located, offer directly or by subcontract, lease, or sublease or otherwise provide:

- a. Commercial mail receiving (private mailbox) services;
- b. Third party delivery services, including serving as a drop-off or collection point for such services; or
- c. Any products or services, which the contracting officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to, or competitive with, those of the Postal Service.

3.9 POSTAL FUNDS

All moneys received from the operation of the Contract Postal Unit are the property of the U.S. Postal Service, and not the property of the supplier. Funds received in the operation of the CPU shall be kept separate and apart from all other funds received by the supplier.

3.10 LIABILITY

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service moneys and property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omissions of the supplier or its personnel.

3.11 TRAINING

Customer service, product knowledge and equipment training modules are required and will be provided to the supplier's personnel by the Postal Service. Prior to or within 30 days of beginning work, supplier personnel who will be providing Contract Postal Unit (CPU) services will receive forty (40) hours of training. The Postal Service will provide the supplier a training schedule no later than 15 days prior to the Operation Date (See Attachment 1 - Requirements). The supplier must notify the HAO within one business day whenever a person is retained to work in the CPU, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete eight (8) hours of training per year in each year subsequent to the year of their initial training. The supplier will be responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

3.12 ADVERTISING

Upon commencement of Contract Postal Unit operation, the Postal Service may provide initial advertising to market the Contract Postal Unit, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and paid for by the supplier. Any supplier sponsored CPU advertising which incorporates the USPS logo must be furnished to the Postal Service for its review and written approval at least 30 days before its publication deadline. The USPS logo is a Postal Service trademark and cannot be altered.

3.13 NEW SERVICES, PRODUCTS AND TECHNOLOGY

During the term of this contract, the contracting officer may, in accordance with the *Changes* clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and if necessary the equipment or technology needed to provide the new service.

3.14 CONTRACT POSTAL UNIT IDENTITY

- a. The Contract Postal Unit shall be known as the UNITED STATES POST OFFICE CONTRACT UNIT.

- b. Subject to the terms of this Agreement, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS -approved advertising in the manner specified by USPS.
- c. The Postal Service, at its own expense, will provide all exterior and interior signage for the purpose of identifying the location as a Contract Postal Unit. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the CPU location. The signs must be maintained in good repair, at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the contracting officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the contracting officer, and restoring the location to its original condition.
- d. Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name, trade name or business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office, in any other manner without the prior approval of the Postal Service.
- e. The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service, United States Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and agrees to use USPS trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks are the property of USPS and that they are being used under license from USPS, together with any other legends or marking that may be required by law. All use of USPS Trademarks by the supplier shall inure to the benefit of USPS.

3.15 PERFORMANCE REVIEWS

- a. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspects of contract performance will be discussed during these reviews.
- b. Any changes to this contract as a result of the performance review will be incorporated by a bilateral modification or a bilateral written agreement between the HAO and the supplier.

3.16 INSPECTION OF CONTRACT POSTAL UNIT

The Postal Service, reserves the right, without prior notice, to conduct audits and customer surveys and to review and inspect the supplier's performance and the quality of service at any time during the operating hours of the Contract Postal Unit. A written report will be submitted to the supplier for corrective action, if necessary.

3.17 POSTAL RETAIL PRODUCT AND SERVICE PROMOTIONS AND COMPENSATION

During the contract term from time to time, on such schedule as it may establish, the Postal Service may direct the supplier to participate in promotions of one or more of the retail products and services listed in Attachment I, Parts IV and V. During any such promotion, the Postal Service will measure the supplier's performance (expressed in terms of total revenues or percentages of revenues) against the comparable revenues of other CPU suppliers within a designated geographic unit (such as a Postal Service District or Area), all as established by the rules of the promotion. For participation in such promotion, supplier shall be entitled to receive such additional compensation as specified in the promotion's rules for its performance relative to that of the other participating CPU suppliers. The Postal Service will provide the supplier with all instructions, rules and support materials required for each promotion.

3.18 CHANGES IN SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS

If the supplier is leasing this space, by signing this proposal the supplier certifies that the supplier's lease authorizes the supplier to perform alterations to the premises and that services to be performed under the contract do not violate the supplier's lease contract. The supplier must notify the Postal Service, in writing of the following, within the time frames shown below:

- a. Within five (5) days after notification from the owner of the leased building in which the Contract Postal Unit is located of the owner's intent to cancel the lease or not to renew the lease. The contracting officer may terminate the contract if the supplier cannot relocate to a location that serves the needs of the Postal Service.
- b. At least one hundred twenty (120) days before the supplier closes, sells, or relocates a business it operates in conjunction with the Contract Postal Unit.

3.19 TRANSFER OF CONTRACT

- a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described in b. below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and use any other rights and remedies it has by law.
- b. **Exceptions**
 - (1) The Postal Service may recognize a transfer as valid if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.
 - (2) Payments owed the supplier may be transferred to a bank, trust company or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).
- c. For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing. Copies of the notice and attachments must be filed with: the Postal Service; the surety or sureties on any Contract Postal Unit bond and the Postal Service, if any that has been designated to make payment.

3.20 BOND NOTIFICATION

The supplier must notify the HAO within five (5) days if the supplier's surety cancels its Contract Postal Unit bond or if the supplier changes sureties.

3.21 REQUEST FOR PRICE ADJUSTMENT

- a. After the supplier has had the contract for at least two full years, and thereafter, two years since the last price increase was effective, the supplier may request an increase in the contract's annual price. The written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either or both of the following reasons:
 - (1) Direct cost increases for rent, utilities, taxes and labor. (If the CPU is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the CPU will be considered.)
 - (2) Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased transactions, or other improvements (must be specific).
- b. The request must be submitted to the Host Administrative Office (HAO) for forwarding to the contracting officer.
- c. The contracting officer may accept the request, deny the request, or negotiate with the supplier to reach agreement on a new annual price. If the request is denied or no agreement is reached, the supplier may continue at the same annual price or the contract may be terminated by either party in accordance with Termination on Notice clause. If the request is accepted or agreement is reached on another amount, the supplier must waive its right to terminate the contract on notice for one year beginning from the effective date of the new price.

3.22 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES (CONTRACT POSTAL UNIT)

- a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child or children, and individuals related to the employee by blood who are residents of the employee's household. Postal Service employees and their immediate family may not be involved in the administrations or operations of a Contract Postal Unit (CPU).
- b. A Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member. (Note: if the offeror is a Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member the offer will not be considered for award.)
- c. All supplier personnel assigned to the Contract Postal Unit must be professionally attired and wear name tags. All personnel must project a professional image of the Postal Service at all times while operating the CPU.
- d. The contracting officer may require removal of an employee from the CPU operations if, in the opinion of the Postal Service the employee cannot do the work or fails to comply with applicable standards of conduct.

3.23 TERMINATION ON NOTICE

This contract may be terminated by either party upon **one hundred twenty (120) days' written notice**. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the contracting officer may terminate the contract upon one day's written notice.

3.24 CLAUSE B-39: INDEMNIFICATION (MARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

ATTACHMENT 1 - REQUIREMENTS

I. DESCRIPTION

The Contract Postal Unit (CPU) will report to the following:

POST MASTER

Title
CHINLE
Installation Name
500 HIGHWAY 191
Street Address
CHINLE, AZ 86503-1799
City, State, ZIP+4
928-674-5609
Telephone Number (include area code)

TYPE OF (CPU): This CPU ☒ is a Community Post Office (CPO). ☐ is not a Community Post Office.

SPACE REQUIREMENTS: Floor space must equal a minimum of 200 square feet.
Wall space must equal a minimum of 6' X 10' square feet.

CONTRACT POSTAL UNIT BOND AMOUNT: \$5,000

Any change to the above bond amount after contract award must be agreed to, in writing, by both the supplier and the COR. Copies of the change will be maintained by the supplier, COR, and the District Retail Office.

AREA/LOCATION (identify general boundaries)
WITHIN A TWO MILE RADIUS OF THE TSAILE COMMUNITY COLLEGE

II. OPERATIONAL DATE

The Contract Postal Unit (CPU) contract term will commence upon receipt of the Contract Postal Unit bond and notification from the CPU Coordinator that the supplier training and signage requirements have been completed and accepted by the Postal Service.

If the CPU is operated on a seasonal basis the opening date will be N/A and the closing date will be N/A each year of operation.

III. SERVICE DAYS AND HOURS

The CPU must open to the public Monday through Friday from 9:00 a.m. to 5:00 p.m. and Saturday from N/A a.m. to N/A p.m. If the retail business is open to the public on Sundays and Holidays, the Contract Postal Unit must be open to the public on Sundays and Holidays from N/A a.m. to N/A p.m.

If the retail business is open to the public on Holidays, the CPU must be open to the public too. Any changes to these hours after contract award must be agreed to, in writing, by both the supplier and the Host Admin Office (HAO). Copies of the change will be maintained by the supplier, HAO, and District Retail Office.

IV. SERVICES The supplier must provide the following services:

A. STAMPS & PRODUCTS	B. DOMESTIC MAIL	C. INTERNATIONAL MAIL	D. SPECIAL SERVICES
Stamps Stamped Envelopes Stamped Post Cards	Priority Mail Express Service Priority Mail Service First Class Mail Service Parcel Post	Priority Mail Express International Priority Mail International First-Class Mail International	Insured Mail Certified Mail Return Receipt Signature Confirmation Service Registered Mail USPS Tracking Certificate of Mailing

V. OTHER SERVICES - The supplier must provide the services that are checked.

☐ N/A Global Express Guaranteed Service (GXG)
☒ Number of Post Office Boxes 1021
☒ Other GENERAL DELIVERY AND MONEY ORDERS

VI. PROPERTY/EQUIPMENT/SUPPLIES:

The indicated provider will furnish each item of property, equipment, and supplies necessary to operate this contract Postal Unit. Neither party provides the item if "N/A" is checked.

ITEM	PROVIDED BY		INSTALLED BY		MAINTAINED BY		N/A
	USPS	SUPPLIER	USPS	SUPPLIER	USPS	SUPPLIER	
EQUIPMENT							
Cash Register		XXX		XXX		XXX	
Mobile Delivery Confirmation Device (MDCD)	XXX		XXX		XXX		
Postage Evidencing System (Postage Meter) Required		XXX		XXX		XXX	
Electronic Scale	XXX		XXX			XXX	
Post Office Boxes	XXX		XXX			XXX	
Safe		XXX		XXX		XXX	
FURNITURE							
Counter(s)		XXX		XXX		XXX	
Desk W/File Drawer		XXX		XXX		XXX	
Sack Rack(s)	XXX		XXX		XXX		
SIGNS							
Exterior	XXX			XXX		XXX	
Interior							XXX
SUPPLIES							
Accountable Paper	XXX		XXX		XXX		
USPS Forms	XXX		XXX		XXX		
Name Tags		XXX		XXX		XXX	
Office Supplies		XXX		XXX		XXX	
MISCELLANEOUS							
Utilities		XXX		XXX		XXX	
Telephone Instrument(s)		XXX		XXX		XXX	
Data Line		XXX		XXX		XXX	
OTHER							
FLAG	XXX			XXX		XXX	
FLAG POLE		XXX		XXX		XXX	

FOOD SERVICES MANAGEMENT AGREEMENT

This Food Service Management Agreement ("Agreement") is made and entered into this 9th day of August 2018 at Tsale, Arizona by and between **DINÉ COLLEGE** ("College") and **NANA Management Services, LLC**, an Alaskan limited liability company ("NMS").

The College and NMS agree as follows:

- 1. ENGAGEMENT OF NMS:** College retains and contracts with NMS, as an independent contractor, to provide management services to College in connection with the operation of College's non-profit College food service operation at the locations listed on Exhibit A, attached hereto and made a part hereof. By mutual agreement, other locations may be added to or deleted from Exhibit A. NMS shall be the sole provider to College of such management services during the term of this Agreement.
- 2. DEFINITIONS:** The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:
 - A. "Accounting Period":** The two Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter.
 - B. "Charge":** An amount established by NMS which is reasonably allocated to College, for certain services provided by NMS to client locations.
 - C. "Direct Costs":** Costs incurred by NMS directly attributable to services provided under this Agreement.
 - D. "Effective Date":** August 9, 2018.
 - E. "Food Service Facilities":** The areas, improvements, personal property and facilities made available by College to NMS for the provision of the food services as more fully described herein.
 - F. "Food Service Program":** The preparation and service of food to College's students, staff, employees and authorized visitors.
 - G. "Interest Rate":** The lesser of either (i) 1.5% per month, or (ii) the maximum rate permitted by law.
 - H. "Reimbursable Items":** Direct Costs, Charges and General and Administrative Expense to be Charged at 4% of Direct Cost. .
 - I. "Servicewares":** Items utilized in the service of food, including such things as chinaware, glassware and silverware.
 - J. "Small Expendable Equipment":** Items utilized in the preparation of food, including such things as pots, pans and kitchen utensils.

3. FACILITIES AND EQUIPMENT:

A. Food Service Facilities: College shall make available to NMS, suitable Food Service facilities, completely equipped and ready to operate, together with such heat, fuel, refrigeration, and utilities services as may be reasonably required for the efficient performance of this Agreement. College shall have full access to the Food Service Facilities at all times. However, College reserves the right to use the dining area of the cafeteria at times other than the serving periods and following or before the cafeteria's scheduled operating hours for special occasions, meetings, or other assemblies without any additional expense to NMS.

B. Repair, Replacement and Maintenance: College shall furnish building maintenance services for the Food Service facilities. College shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all Federal, State and local safety and health laws and regulations with respect to the Food Service Facilities.

C. Servicewares, Small Expendable Equipment and Cash Registers: College shall provide and NMS shall maintain an adequate inventory of Servicewares. College shall provide and maintain an adequate inventory of Small Expendable Equipment and Cash Registers. All Servicewares and Small Expendable Equipment and Cash Registers shall remain the property of College.

D. IT System: NMS agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of College's Food Service Program (the "IT System") which will be included in Direct Costs. College shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System.

4. CLEANING RESPONSIBILITIES:

A. NMS's Responsibilities: NMS shall maintain standards of sanitation generally acceptable in the industry and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) and for the routine cleaning of cafeteria tables and chairs.

B. College's Responsibilities:

1) College, at its cost, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors. In addition, College will be responsible for routine cleaning of grease traps, duct work, plenum chambers and roof fans.

2) College, at its cost, shall be responsible for trash and garbage removal and extermination service.

5. HEALTH CERTIFICATION: NMS, as a Direct Cost, shall comply with all federal, state and local laws and regulations governing the preparing, handling and serving of food, and shall obtain on behalf of College and keep in effect all licenses, permits, food handlers' cards and health certifications as are required by law, and shall post such items in a prominent place within

the Food Service Facilities as required.

6. PERSONNEL:

A. NMS Personnel:

1) NMS shall provide and pay a staff of management and operational employees assigned to duty on College's premises for efficient management and operation of the Food Service Program. NMS management and operational employees will be subject to rules and regulations of College while on College's premises. If available, Client shall provide reasonable on-site housing for NMS' Food Service Director, at terms mutually agreed upon.

2) NMS shall be reimbursed for the Direct Costs incurred by NMS in connection with its employees assigned to duty on College's premises, including, but not necessarily limited to, compensation, payroll taxes and performance bonuses and shall Charge (Charged at 25% of wages and salaries) for educational and relocation assistance, fringe benefits and human resource services.

3) NMS shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC-§3701 et seq.), as supplemented by Department of Labor regulations (29 CFR, Part 5). In addition, NMS, LLC shall comply with all applicable provisions of any other applicable federal, state or local law or regulation with respect to its personnel providing services hereunder.

4) NMS shall provide preference in employment opportunities to qualified Navajos as mandated by 15 N.N.C. § 604.

5) The selection of the Manager and all management personnel shall be subject to the final approval of the College Manager of Food Services.

B. College Personnel Actions: If NMS incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by College or by NMS at the direction of College, NMS shall charge College for such costs as Direct Costs.

C. Prohibition on Cross-Hiring:

1) NMS agrees that no supervisory employees of College shall be hired by NMS, without College's written permission, during the term of this Agreement.

2) College agrees that supervisory employees of NMS will neither be hired by College or any facility affiliated with College during the term of this Agreement, nor will College permit supervisory employees of NMS to be employed on College's premises or on the premises of any facility affiliated with College during the term of this Agreement (unless such employees were formerly employees of College) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly performed management or professional services on College's premises at any time during the 12-month period immediately preceding termination of this Agreement.

D. Equal Opportunity and Affirmative Action Employer: Neither party shall

discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to duty in the College's Food Service Program. NMS affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws.

7. HEALTH EXAMINATIONS: NMS shall cause all of its employees assigned to duty on College's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to College's medical department upon request. The cost of such examinations shall be a Direct Cost.

8. PURCHASING: NMS as an authorized agent of College, shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in College's Food Service Program. Such purchases shall be made exclusively for the benefit of College and shall be used solely in College's Food Service Program. NMS shall make reasonable endeavors to purchase products from local suppliers provided such suppliers meet NMS' purchasing specifications and comply with its vendor requirements. All food and related supplies purchased on behalf of College shall be kept separate and apart and title thereto shall remain in College at all times. All such purchases shall be made in the name of College. NMS will credit all local trade discounts to College's account. Cash discounts or discounts not exclusively related to College's Food Service Program shall not be credited to College's account. College shall be billed for purchases as they are made.

In the event NMS, either directly or through one of its affiliated companies, furnishes products or services necessary for the efficient operation of College's Food Service Program, the charges to College for such products or services shall be competitive with the cost of obtaining such products or services from an independent source in the open market. Billings for such products or services shall be a Direct Cost.

9. INVENTORY OF FOOD AND SUPPLIES: At the commencement of operations, NMS and College shall jointly inventory all food and related supplies to be utilized in College's Food Service Program. A summary of such inventory shall become part of this Agreement. College represents and warrants that all College food and supplies inventories existing at the commencement of operations hereunder are useable and shall meet NMS' menu requirements.

10. LICENSES, PERMITS AND TAXES: NMS shall obtain all federal, state and local licenses and permits required for College's Food Service Program and shall be responsible for all sales, use, excise, state and local income taxes and all other state and local taxes attributable to College's Food Service Program. The cost of all such licenses, permits and taxes shall be charged as Direct Costs.

In the event that a determination is made by a government authority that any sales, purchases, payments, maintenance or use of inventory or property made to or by NMS under this Agreement, either in whole or in part, are subject to any sales, use, gross receipts or any similar tax, the full amount of any such tax liability, together with any interest or penalties thereon, shall constitute a Direct Cost and shall immediately be reimbursed by College to NMS upon NMS's demand therefore, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination; further, in the event that such determination is made during the term of this Agreement, College, from the

time of such determination forward, shall reimburse such tax to NMS as a Direct Cost or, if applicable, shall assist NMS in collecting such tax at the point of sale.

11. INSURANCE AND INDEMNIFICATION: NMS agrees to provide workers' compensation insurance as required by law. In addition, NMS shall carry comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of \$1,000,000 and a comprehensive automobile liability insurance with a \$100,00/\$500,000 combined single limit for bodily injury and property damage. NMS shall furnish to College, upon request, a certificate of insurance indicating that such coverage is in effect. NMS shall charge College a Charge for providing insurance coverage and related services. All liability insurance policies shall name College as additional insured and shall include a severability of interest clause with respect to claims arising out of or in connection with any loss or injury resulting from the negligence or fault of NMS.

College and NMS waive any and all right of recovery from each other for property damage, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

NMS agrees to defend, indemnify and hold harmless College from and against any and all claims (including cost of litigation and attorney fees) for personal injury, death or damages property arising out of or in connection with NMS's performance under this Agreement.

12. FINANCIAL TERMS:

A. College's Food Service Program: NMS shall manage College's Food Service Program for the benefit of College's students, faculty and staff. All cash receipts shall be turned over to College for deposit in College's food service account. College represents and warrants that the financial and operating information provided by College to NMS is true, complete and correct and presents fairly and accurately all items of revenue and expense College's Food Service Program to be managed by NMS herein in conformity with generally accepted accounting principles.

B. College's Responsibilities: All facilities, equipment and services to be provided by College shall be at College's expense.

C. Payment to NMS: College shall pay NMS a Management Fee of Four Thousand Three Hundred Thirty-Five Dollars and 33/100 (\$4,335.33) each month for twelve (12) months. In addition, NMS shall be paid for all Reimbursable items. The total of such Reimbursable Items and Management Fee shall be referred to as "College's Financial Obligation." Pre-opening expenses shall be tracked and separately invoiced.

D. Accounting Period Billing: Within 15 days after the end of each Accounting Period, NMS shall submit to College an invoice for College's Financial Obligation.

E. Accounting Period Operating Statement and Notification of Billing Adjustment: Within 30 days after the end of each Accounting Period, NMS shall submit to College an operating statement for such Period. Any difference between the amounts of the invoice previously submitted for the Accounting Period (as referred to in Paragraph 13.A) and the amount shown on the operating statement as owing to NMS for the Accounting Period will be reflected in the subsequent Accounting Period billing.

F. Payment Terms: All invoices submitted by NMS to College shall be paid within fifteen (15) days of the receipt of the invoice by the College. In the event invoices are not paid within twenty-five (25) days of the invoice being received by the College, interest shall be charged on each invoice at the Interest Rate.

The right of NMS to charge interest for late payment shall not be construed as a waiver of NMS's right to receive payment of invoices within 15 days of the receipt of the invoice. In the event that NMS incurs legal expense in enforcing its right to receive timely payment of invoices, College agrees to pay NMS's reasonable attorney's fees and other direct costs.

G. Financial Commitment: In consideration of College's agreement to award this Agreement to NMS, NMS shall make a financial commitment to College in an amount of Fifty Thousand Dollars and No/100 (\$50,000.00) for signage, PC workstations, program software and trade dress and marketing enhancements (the "Financial Commitment"). Further, NMS agrees to make available an additional amount up to Two Hundred Thousand Dollars and 00/100 (\$200,000.00) for Equipment and Supplies (the Financial Commitment). Any equipment purchased by NMS shall be purchased for the College. Title to equipment shall vest in College when the equipment is placed into service. College acknowledges that it is a tax-exempt entity and will provide NMS with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of 5 years, commencing upon the date the equipment is placed in service. The amortization will be charged to College as a Direct Cost.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, College shall reimburse NMS for the total unamortized balance of the Financial Commitment as of the date of expiration or termination. In the event such payment(s) owing to NMS are not paid to NMS within 25 days of the scheduled payment date(s), College agrees to pay interest on such amounts at the Interest Rate from the scheduled payment date until the date paid. The right of NMS to charge interest for late payment shall not be construed as a waiver of NMS's right to receive timely payment.

H. Operating Budget and Audits: At least three (3) months prior to the beginning of each calendar year, NMS shall submit to College a complete budget with estimated sales, food costs, labor costs and expenses for the next calendar year. NMS shall keep complete records of all revenues and expenses in connection with the operation of the food facility. Such revenues and expenses shall be supported by pertinent records that under recognized accounting and industry practices contain information relating to costs, gross sales or profits. This information shall be available for three (3) years subsequent to NMS's fiscal year for inspection by the College during reasonable time. NMS shall also be subject to periodic, unannounced audits of the food services facilities by representatives of the College. The audit shall specifically include a comprehensive review of the services and operation provided by NMS at the food facilities.

13. REMEDIES:

A. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."

In the event of a Force Majeure which interferes with the operation of College's Food Service Program, upon request, NMS will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to NMS and College.

B. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

14. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in NMS's business or the business of any affiliate of NMS (collectively, "Confidential Information"), shall be the property of NMS and shall be confidential. College shall keep such Confidential Information confidential during or subsequent to the term of this Agreement and shall so instruct its agents, employees, and independent contractors, and the use of such Confidential Information by College in any manner shall not affect NMS's ownership or the confidential nature of such Confidential Information. College shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of NMS.

B. Proprietary Materials: College agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by NMS on College's premises in connection with the food services provided by NMS under this Agreement shall remain the property of NMS notwithstanding the fact that College may have received a Charge for the use of such Proprietary Materials in connection with College's Food Service Program. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by NMS or licensed to NMS by third parties shall be discontinued by College, and College shall immediately return all Proprietary Materials.

C. College Information: NMS acknowledges that during the course of this Agreement, NMS shall have access to business systems, techniques and methods of operation developed at great expense by College which NMS recognizes to be unique assets of College's business. NMS agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

15. TERM AND TERMINATION:

A. The term of this Agreement shall be five (5) years in duration, (with optional 2-year renewal clause) commencing on August 9, 2018 and terminating on September 30, 2023.

B. This Agreement may be terminated, without cause, by either party at any time by giving the other not less than ninety (90) days' written notice of its intention to terminate as of the date specified.

C. In the event of a breach of this Agreement by either College or NMS, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party 30 days written notice of its intention to terminate.

D. NMS shall relinquish occupancy of the food facility to the College upon the effective date of termination and shall return all facilities equipment, and other items furnished by the College in the condition in which it was received, reasonable wear and tear excepted. The College shall have the option of buying at fair market value any equipment owned and used by NMS in operating the food facilities. NMS shall be responsible for all losses and damages to the food facilities resulting from its default, failure, or negligence during this Agreement.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be construed, interpreted governed in accordance with the laws of the Navajo Nation. By entering into and executing this Agreement, NMS covenants and agrees that it shall not contest or challenge the territorial, administrative, legislative, executive or judicial jurisdiction of the Navajo Nation.

17. DISPUTE RESOLUTION AND ARBITRATION.

A. Any dispute arising out of the agreement or contract between the parties shall be resolved by arbitration procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §554J and §554K, and as set forth in the Navajo Nation Arbitration Act, as amended, at 7 N.N.C. §§1101 et seq. This arbitration shall be the sole and exclusive remedy for any dispute or controversy arising out of this Agreement. Commencement of arbitration shall be a complete defense to any suit, action or proceeding instituted in any federal, state or tribal court or any administrative tribunal, with respect to any dispute or controversy arising out of this Agreement which is arbitrated as provided for herein.

B. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent such rules are modified by the following: (1) unless otherwise agreed to in writing by the Parties, the arbitration shall be held in Tsaile, Arizona; (2) the arbitration panel shall consist of a single arbitrator except if any claim presented exceeds \$1,000,000.00, exclusive of interest, costs and fees, in such case the arbitration panel shall consist of three (3) arbitrators with at least one arbitrator having at least ten (10) years of experience in Indian Law and each party shall select one arbitrator and the two arbitrators selected shall select the third arbitrator.

C. Notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Sovereign Immunity Act, at 1 N.N.C. §555. Whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against College shall be in strict conformance with the provisions of 1 N.N.C. §554 K 1-6. The laws of the Navajo Nation shall exclusively govern the interpretation of the arbitration provisions set forth herein and the arbitration procedures

conducted pursuant thereto.

D. Pursuant to 1 N.N.C. §554 K and 7 N.N.C. §1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel arbitration and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration.

E. The arbitration provisions of this Agreement shall, with respect to such any dispute or controversy arising out of this Agreement, survive the termination or expiration of this Agreement.

F. Nothing set forth in this arbitration provision or any provision in this Agreement shall be considered a waiver, express or implied, of the sovereign immunity of the Navajo Nation, except to the limited extent provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§551 et. seq.

18. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations or agreements, oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

17. NOTICES: All notices, consents, waivers or other communications which are required or permitted hereunder shall be in writing and sent by certified mail to the following

To College:	Diné College Navajo Route 12 1 Circle Drive Tsaile, AZ 86556 Attention: Dr. Charles M. Roessel, President
To NMS:	NANA Management Services, LLC. 800 East Dimond Boulevard, Suite 3-450 Anchorage, AK 99515 Attention: Vice President of Operations – FFM
With courtesy copy to:	NANA Management Services, LLC. 800 East Dimond Boulevard, Suite 3-450 Anchorage, AK 99515 Attention: Legal Counsel

If such notice is sent by certified mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

18. WAIVER: The failure of NMS or College to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants or conditions of this Agreement or the failure to demand prompt performance of any obligation under this

Agreement shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

19. ASSIGNMENT: Neither the College, nor NMS, shall assign this Agreement without the prior written consent of the other party.

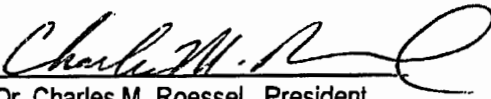
20. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to this end the provisions of this Agreement are declared to be severable.

21. HEADINGS: All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

DINE COLLEGE

NANA MANAGEMENT SERVICES, LLC.

By: 
Dr. Charles M. Roessel, President

By: Matthew W. Daggett
Matthew W. Daggett (Aug 10, 2018)
Mr. Matthew W Daggett, President

EXHIBIT A

Diné College Navajo
Rt. 12
1 Circle Drive
Tsaile, AZ 86556

MEMORANDUM OF AGREEMENT BETWEEN DINÉ COLLEGE AND NAVAJO NATION DIVISION OF SOCIAL SERVICES

This Memorandum of Agreement ("Agreement") is made and entered into by and between the Navajo Nation Division of Social Services - Child Care and Development Fund Program, hereinafter referred to as the "CCDF" and Diné College, hereinafter collectively referred to as the "Parties."

Whereas, the Parties are both entities of the Navajo Nation established under the laws of the Navajo Nation at 10 N.N.C. §2001 *et seq.* and Title 2 §1651 *et seq.*; and

Whereas, Diné College desires to allow the CCDF to utilize facilities to provide childcare services at the Tsaile Arizona Campus under the Child Care and Development Fund Program; and

Whereas, where applicable, the Parties will comply with the regulations, rules and policies of the Child Care and Development Fund Program as provided at 45 CFR 98-99.

I. SCOPE OF AGREEMENT

The Parties desire to enter into this Agreement to carry out programs for the purpose of increasing the availability, affordability, and quality of childcare and childhood development under the Navajo Nation Division of Social Services - Child Care and Development Fund Program.

A. Responsibilities of Diné College:

1. Provide a building for use by the CCDF to operate the childcare and development program at the **Nooseli Be Oltá Child Care**, Tsaile Arizona Campus and provide related services as follows:
 - a. One (1) four-wide modular building configured with an operational kitchen, office space, childcare rooms, storage and three restrooms facilities.
 - b. Use of ground space sufficient for a playground for children utilizing the childcare building and provide space for not more than two (2) large outdoor storage containers.
 - c. Potable water and sewage treatment services.
 - d. Two (2) telephone extensions, one for fax and the other for telephone services.
 - e. Access to the internet through the Diné College internet system.
 - f. Custodial services rendered by Diné College on the basis of two services per month.
 - g. Snow removal as needed to ensure the safety of pedestrian access.
 - h. Provide academic calendar.
 - i. Meet with Day Care Supervisor on a quarterly basis.
 - j. Provide solid waste disposal service.
 - k. All required repairs and maintenance of the facility.
2. Provide ground space for use of the existing facility known as the **Tsaile 1 Child Care (tribal building property #4013)** by the CCDF to provide childcare service at the Tsaile Arizona Campus and provide related services, as follows:

- a. Provide sufficient ground space for a modular building configured to CCDF standards for the purpose of providing childcare services.
- b. Provide sufficient ground space for a playground to be used by children utilizing the childcare facility and provide sufficient space for not more than two (2) large outdoor storage containers.
- c. Potable water and sewage treatment services.
- d. Two (2) telephone extensions, one for fax and the other for telephone services.
- e. Access to the internet through the Diné College internet system.
- f. Custodial services rendered by Diné College on the basis of two services per month.
- g. Snow removal as needed to ensure the safety of pedestrian access.
- h. Provide solid waste disposal service.
- i. Minor maintenance of the modular building.
- j. Provide parking space for up to three (3) CCDF Tribal vehicles in the fenced area where Diné College parks its vehicles.
- k. Provide facilities, computer and telephone access for a case worker to conduct intake and eligibility determinations periodically throughout the academic year.
- l. Provide appropriate and timely response to Campus conditions that may endanger child and employee safety and any other situations that are not in compliance with Office of Environmental Health standards.
- m. Provide building security services consistent with such services provided to other College facilities.

B. Responsibilities of CCDF:

1. Utilize the building provided by Diné College exclusively for operating a childcare program and related administrative services.
2. Provide landscape and ground improvement, as deemed appropriate by CCDF.
3. Provide furnishing and equipment to operate a childcare and development program, as deemed appropriate by CCDF.
4. Provide personnel to conduct day-to-day childcare service operations.
5. Provide not more than two (2) large outdoor storage containers per childcare building.
6. Make available forty percent (40%) of the total childcare enrollment to non-CCDF eligible families with priority for Diné College employees and students at a rate not to exceed twenty-seven dollars (\$27.00) per day.
7. Fully staff the two childcare facilities at the Tsailé Campus that are provided for in this Agreement and ensure availability of full enrollment capacity.
8. Provide monthly status reports to the College on the enrollment breakdown of eligible families participating in the program that are College employees and students.
9. Make every effort to provide services in accordance with Diné College's academic calendar.
10. Facilitate enrollment of children of Diné College students by ensuring the presence of a case worker periodically throughout the academic year.

11. Pay the electrical and utility costs for the two childcare facilities.
- C. The Parties will jointly participate in an emergency evacuation and response plan for children and staff.

II. CENTER FOR DINÉ TEACHER EDUCATION PROGRAM PARTNERSHIP

The Parties agree to the following:

- A. Collaboratively develop and help implement a research-based plan for offering a Navajo language immersion component of childcare services under CCDF.
- B. Design and help implement a research-based plan for teaching practicums by Associate of Arts Major in Early Childhood Education (AAECE) teacher candidates that adhere to National Association for the Education of Young Children (NAEYC) guidelines.
- C. Provide professional development for CCDF staff.
- D. Ensure that AAECE teacher candidates meet CCDF workplace requirements including background and fingerprinting clearance check and training requirements.
- E. Provide faculty to oversee teacher candidate practicums.
- F. Coordinate practicums schedules.
- G. The College will provide a meeting space upon request and CCDF shall pay the facility usage fee.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective for three (3) years beginning October 01, 2019 and ending September 30, 2022. Further, this Agreement shall be subject to availability of CCDF funds.

IV. TERMINATION OF AGREEMENT AND ASSIGNMENT

This Agreement may be terminated by either party upon thirty (30) calendar days' prior written notice to the other party and such notice shall state the reason for the termination. CCDF shall not assign this Agreement or lease or rent any portion of the Diné College buildings or land without the prior written consent of Diné College and any assignment or lease made without such consent shall be void.

V. DISPUTES

The Parties shall assist one another to ensure that the intent of this Agreement is accomplished. When disputes arise pursuant to or under this Agreement, the Parties shall first attempt to resolve such matters informally. If within sixty (60) calendar days the Parties determine such resolution cannot be reached, absent an agreed extension of time by the Parties, the Parties may seek conflict resolution through a mediator.

VI. ENTIRE AGREEMENT AND NO WAIVER OF IMMUNITY

This Agreement constitutes the entire agreement between the Parties and no waiver of rights, agreement or condition herein and no modification hereof shall be binding upon either Party unless in writing and signed by both parties. Nothing herein shall be construed as a waiver of the Navajo Nation's Sovereign Immunity.

IN WITNESS WHEREOF, we the undersigned enter into this Agreement.

FOR:

Diné College
P.O. Box 849
Tsaile, Arizona 86556

BY: _____
Charles M. Roessel, President

DATE: _____

FOR:

Navajo Nation Division of Social Services
P.O. Box 000
Window Rock, Arizona 86515

BY: _____
Name, Executive Director

DATE: _____

FOR:

The Navajo Nation

BY: _____
Jonathan Nez, President
THE NAVAJO NATION

DATE: _____

Or

BY: _____
Myron Lizer, Vice President
THE NAVAJO NATION

DATE: _____

Major 1010
X 1010
HCU - 302 - 69

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Navajo Area Office
Window Rock, Arizona 86515

October 31, 1969

Mr. Raymond Nakai

Chairman, Navajo Tribal Council

Dear Mr. Nakai:

Please find enclosed herewith a copy of Resolution No. ACO-302-69, of the Advisory Committee of the Navajo Tribal Council, entitled "Withdrawal of Tribal Lands for Navajo Community College and Related Purposes at Tsailae, County of Apache, State of Arizona."

Resolution No. ACO-302-69 authorizes withdrawal of Tribal lands at Tsailae for the Navajo Community College and related facilities.

Under authority delegated to the Area Director by 10 BIAM 3.1 this resolution is hereby approved.

Sincerely yours,

Acting
Assistant

Val V. Brown
Area Director

Enclosure

Distribution:

Assistant Area Director (Programs)
Assistant Area Director (Administration)
Assistant Area Director (Education)
Assistant Area Director (Resources)
Agency Superintendents - 5
Tribal Records - 2
Tribal Operations (*Resolutions file*)
Field Solicitor
Tribal Treasurer
Tribal Controller
Tribal Land Investigation Dept.

Class "B" Resolution
Area Approval Required

ACO-302-69

Amended by,

ACCP-87-72

RESOLUTION OF THE ADVISORY COMMITTEE
OF THE NAVAJO TRIBAL COUNCIL

Withdrawal of Tribal Lands for Navajo Community College and
Related Purposes at Tsailee, County of Apache, State of Arizona

WHEREAS:

1. Plans are now being made for the construction of Navajo Community College and related facilities at Tsailee, County of Apache, State of Arizona, and
2. The people of the Tsailee area whose land would be affected by the construction of the Navajo Community College and related facilities at Tsailee have consented to the use of the land for the college and related facilities, and
3. Tribal Council Resolution CJ-37-58, dated July 21, 1958, authorizes the Advisory Committee to withdraw, lease and permit Navajo Tribal land for school purposes.

NOW THEREFORE BE IT RESOLVED THAT:

The parcels of Tribal land described in Appendix "A" attached hereto, located at Tsailee, County of Apache, State of Arizona, are hereby set aside for the Navajo Community College and related facilities; said parcels to remain available for so long as they shall be used for the purpose stated.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 11 in favor and 0 opposed, this 2nd day of October, 1969.

Pelson Ramon
Pelson Ramon
Vice Chairman
Navajo Tribal Council

ACO-302-69

APPENDIX "A"

DESCRIPTION OF TSAILEE NAVAJO COLLEGE TRACT

A tract of land located at Tsailee, Apache County, State of Arizona, on the Navajo Indian Reservation, is more particularly described as follows:

Beginning at a point of 50 feet left from B.T.A. Route 12 Right-of-Way Marker Brass Cap P.T. Station 2434+25.00 Project N12 (19) 2 & 4;

Thence a distance of 1080.90 feet around the circular curve to the right, the radius of which is 5604.58 feet to a point;

Thence S. 46° 23' 54" W., a distance of 950 feet to a point;

Thence S. 43° 36' 06" E., a distance of 1500 feet to a point;

Thence N. 46° 23' 54" E., a distance of 950 feet to a point;

Thence S. 43° 36' 06" E., a distance of 755 feet to a point;

Thence a distance of 214.58 feet around the circular curve to the left, the radius of which is 5854.58 feet to a point;

Thence S. 45° 42' 06" E., a distance of 1625.42 feet to a point;

Thence S. 44° 17' 54" W., a distance of 587.37 feet to a point;

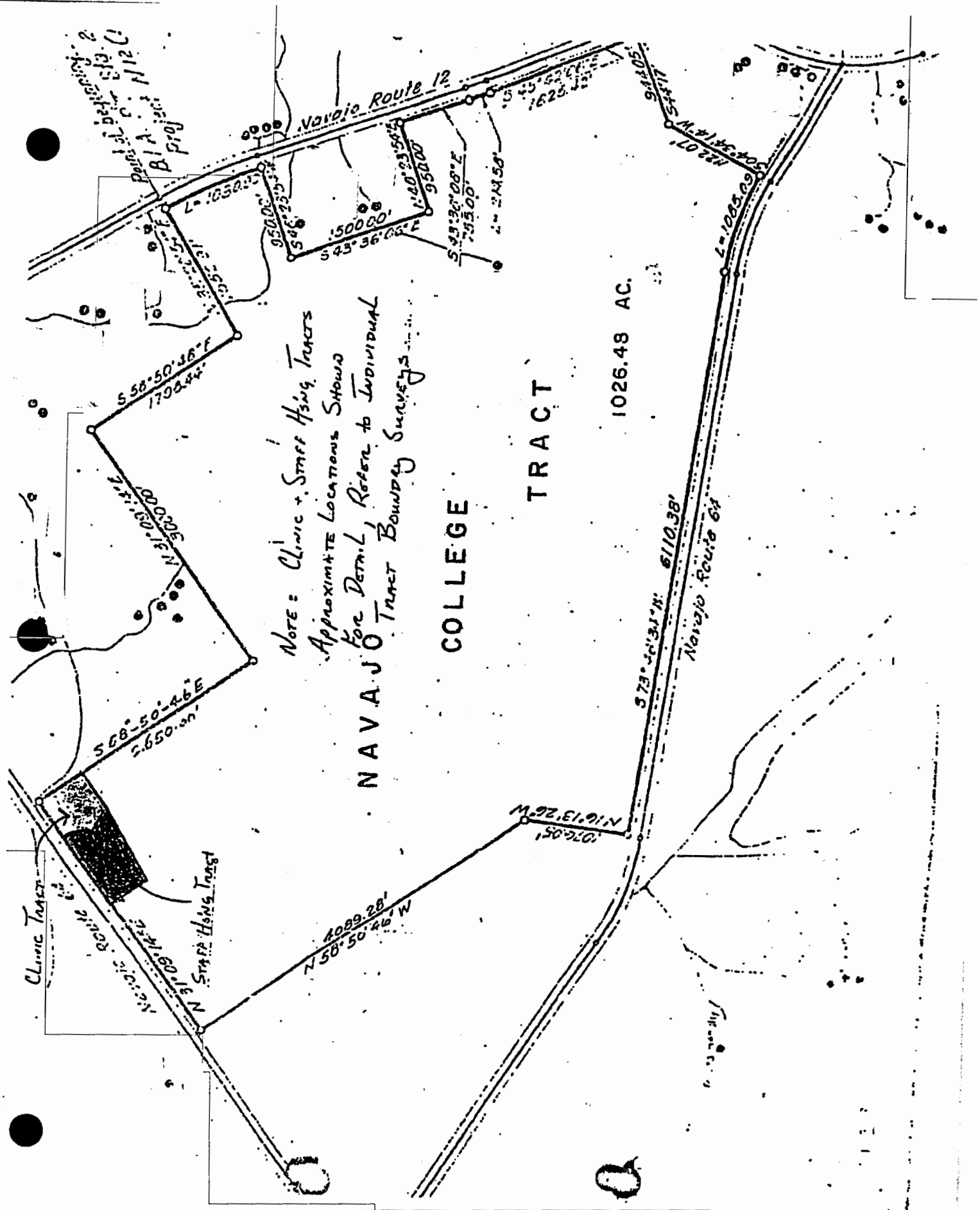
Thence S. 04° 34' 14" W., a distance of 1336.47 feet to a point;

Thence a distance of 1085.09 feet around the circular curve to the left, the radius of which is 2989.79 feet to a point;

Thence S. 73° 46' 34" W., a distance of 6110.38 feet to a point;

Thence N. 16° 13' 26" W., a distance of 1067.93 feet to a point;

Thence N. 58° 50' 46" W., a distance of 4166.47 feet to a point;



NOTE: Clinic + Street Hsing Tracts
Approximate Locations Shown
For Detail, Refer to Individual
Navajo Tract Boundary Surveys

COLLEGE

TRACT

1026.48 AC.

AMENDED APPENDIX "A" OF THE RESOLUTION ACO-302-69

Description of
Tsaile Navajo College Tract

A tract of land located at Tsaile, Apache County, State of Arizona on the Navajo Indian Reservation is more particularly described as follows:

Beginning at a point of 50 feet southwest from B.I.A. Route 12 right-of-way marker brass cap P.T. Station 2434 + 25.00 Project N12 (19) 2 & 4;

Thence a distance of 1080.90 feet around the circular curve to the right, the radius of which is 5604.58 feet to a point;

Thence S. 46° 23' 54" W., a distance of 950 feet to a point;

Thence S. 43° 36' 06" E., a distance of 1500 feet to a point;

Thence N. 46° 23' 54" E., a distance of 950 feet to a point;

Thence S. 43° 36' 06" E., a distance of 755 feet to a point;

Thence a distance of 214.58 feet around the circular curve to the left, the radius of which is 5854.58 feet to a point;

Thence S. 45° 42' 06" E., a distance of 1625.42 feet to a point;

Thence S. 44° 17' 54" W., a distance of 944.05 feet to a point;

Thence S. 04° 34' 14" W., a distance of 1122.07 feet to a point;

Thence a distance of 1085.09 feet around the circular curve to the left, the radius of which is 2989.79 feet to a point;

Thence S. 73° 46' 34" W., a distance of 6144.66 feet to a point;

Thence a distance of 1181.38 feet around a circular curve to the right, the radius of which is 2739.79 feet to a point;

Thence N. 81° 31' 06" W., a distance of 3825.38 feet to
a point;

Thence N. 08° 28' 54" E., a distance of 955.02 feet to
a point;

Thence N. 31° 09' 14" E., a distance of 5006.11 feet to
a point;

Thence S. 58° 50' 46" E., a distance of 2650.00 feet to
a point;

Thence N. 31° 09' 14" E., a distance of 3000 feet to a
point;

Thence S. 58° 50' 46" E., a distance of 1798.44 feet to
a point;

Thence N. 35° 20' 54" E., a distance of 1552.91 feet to
the point of beginning.

This parcel of land contains in all 1241.09 acres be the same,
more or less.

CERTIFICATE OF SURVEY

I, Laurens Williams, hereby certify that I am registered
Professional Engineer, and that this plat was prepared from
field notes of an actual survey made under my direction and that
the representations shown hereon are true and correct to the
best of my knowledge and belief.

/s/ Laurens Williams

March 9, 1972

Laurens Williams

Date

P.E. REG. ARIZONA NO. 7088

Class "B" Resolution
Area Approval Required.

ACAP-87-72

PROPERTY OF
THE NAVAJO TRIBE

PERMANENT FILE

RESOLUTION OF THE
ADVISORY COMMITTEE OF THE
NAVAJO TRIBAL COUNCIL

An Amendment to Appendix "A" of the Resolution
ACO-302-69, dated October 2, 1969, to Include
Land Omitted in the Tsaile Navajo College Tract

WHEREAS:

1. The southwest portion of the Tsaile Navajo College boundary was excluded in the tract description, and
2. The Tsaile Chapter had originally approved the inclusion of the southwest portion in their action which set aside 1241.09 acres for Navajo Community College, and
3. The people of Tsaile area whose land is affected by construction of the Navajo Community College and related facilities at Tsaile have reaffirmed the original land agreement in a duly called Chapter meeting on March 6, 1972, and
4. The Advisory Committee of the Navajo Tribal Council considered and approved the withdrawal of this tract of land for the College on October 2, 1969, by Resolution ACO-302-69.

NOW THEREFORE BE IT RESOLVED THAT:

1. The description of the tract of land withdrawn by ACO-302-69, as found in Appendix "A" to that resolution, is amended to include the southwest portion of that tract as originally approved by the Tsaile Chapter, so that the total acreage set aside for the Navajo Community College remains 1241.09 acres. The metes and bounds of the tract, as amended, are found in amended Appendix "A" attached to this resolution.
2. Except as herein amended in the Resolution
ACO-302-69 shall remain in full force and effect.

CERTIFICATION

NOT FOR DISTRIBUTION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 11 in favor and 0 opposed, this 11th day of April, 1972.


Chairman Pro Tempore
Navajo Tribal Council

Thence N. $31^{\circ} 09' 14''$ E., a distance of 2986.11 feet to a point;

Thence S. $58^{\circ} 50' 46''$ E., a distance of 2650.0 feet to a point;

Thence N. $31^{\circ} 09' 14''$ E., a distance of 3000 feet to a point;

Thence S. $58^{\circ} 50' 46''$ E., a distance of 1798.44 feet to a point;

Thence N. $35^{\circ} 20' 54''$ E., a distance of 1552.91 feet to the point of beginning.

The enclosed area of land contains 1026.48 acres, more or less.

CERTIFICATION OF SURVEY

I hereby certify that the survey and plat shown hereon represents a true and correct copy of a survey made in the field under my direction.

/S/ Harrison A. Yazhe
Name:

Oct. 2, 1969
Date:

Reg. P.E. No.: 1894

State of: N. Mex.



NNDFW Review No. 23dc101

**BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480**

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: Dine College Tract

DESCRIPTION: Dine College proposes to renew a land use permit / lease consisting of 1,182.11 acres for future development purposed within the campus tract.

LOCATION: Sections 2, 3, 4, 9 & 10, T33N, R29E & Sections 34 & 35, T34N, R29E, G&SR Meridian; Tsale / Wheatfields Chapter, Apache County, AZ

REPRESENTATIVE: Crystal Carr, Director of Legislative Affairs & Special Projects

ACTION AGENCY: Dine College (DC)

B.R. REPORT TITLE / DATE / PREPARER: Request for Categorical Exclusion for BRCF Compliance / 26 JULY 2023 / Crystal Carr, DC

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: RCP Area 3, low sensitivity.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES POTENTIALLY IMPACTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: N/A

FORM PREPARED BY / DATE: Verna Tsosie / 26 JULY 2023

COPIES TO: (add categories as necessary)

☐

☐

2 NTC § 164 Recommendation:

☐ **Approval:**

☐ **Conditional Approval (with memo):**

☐ **Pending (with memo):**

☐ **Disapproval (with memo):**

☒ **Categorical Exclusion (with request letter):**

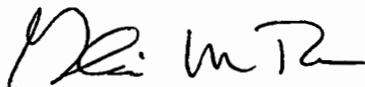
Dine College Tract

☐ **None (with memo):**

Gloria M. Tom, Director

Navajo Nation Department of Fish and Wildlife

Signature:



Date

7/26/23

***I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.**

Representative's signature

Date

MILTON BLUENOWSKI, JR.
PRESIDENT

25 September 1998

McKeever Curley, Superintendent of Operations
Operations & Maintenance Department
Dine College
Tsaile, AZ 86556

SUBJECT: RENOVATION/IMPROVEMENT PROJECTS AT DINE COLLEGE CAMPUS IN
TSAILE, AZ

Mr. Curley:

The following information on species of concern¹ is provided in response to your 21 September 1998 request concerning the subject project, which consists of utility infrastructure upgrades, parking lot improvements, and road rehabilitations.

The project is not expected to affect any federally listed species or significantly impact any tribally listed species or other species of concern, provided there will be no alteration to stream/wash habitats (i.e., no alteration to water quality or to vegetation quality/quantity along streams/washes).

Potential impacts to wetlands should be evaluated. The U.S. Fish & Wildlife Service's National Wetlands Inventory (NWI) maps should be examined to determine whether areas classified as wetlands are located close enough to the project sites to be impacted. In cases where the maps are inconclusive (e.g., due to their small scale), field surveys must be completed. For field surveys, wetlands identification and delineation methodology contained in the "Corps of Engineers Wetlands Delineation Manual" (Technical Report Y-87-1) should be used. When wetlands are present, potential impacts must be addressed in an environmental assessment and the Army Corps of Engineers, Phoenix office, must be contacted. NWI maps are available for examination at the NFWD's Natural Heritage Program (NHP) office, or may be purchased through the U.S. Geological Survey (order forms are available through the NHP). The NHP has complete coverage of the Navajo Nation, excluding Utah, at 1:100,000 scale; and coverage at 1:24,000 scale in the southwestern portion of the Navajo Nation.

The information in this report was identified by the NFWD's biologists and computerized database, and is based on current data. Because the NFWD's information is continually updated, any given information response is only wholly appropriate for its respective request.

If you have any questions I may be reached at (520) 871-7603.

¹"Species of concern" include protected, candidate, and other rare or otherwise sensitive species, including certain native species and species of economic or cultural significance. For each species, the following local and federal statuses are indicated: Navajo Endangered Species List (NESL), Federal Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), and Endangered Species Act (ESA). No legal protection is afforded species with only ESA candidate or NESL group 4 status.



U.S. Fish & Wildlife Service

American Indian Tribal Rights, Federal-Tribal Trust Responsibilities, and the Endangered Species Act

Search

Species Information

Laws, Policies and Federal Register Notices

ESA & What We Do

- Consultations
- HCPs
- International Agreements
- Landowner Tools
- Listing
- Publications
- Recovery
- Recovery Plans
- Working with Tribes

Contacts in Your Area

Kid's Corner

Partners in Conservation

Questions?

Endangered Species Program home page

U.S. Fish & Wildlife Service home page

American Indian lands in the lower 48 States comprise over 45 million acres of reserved lands and an additional 10 million in individual allotments. There are another 40 million acres of traditional Native lands in Alaska. Much of this acreage remains relatively wild and unspoiled. Home to more than 572 Federally recognized tribes, these lands provide the living space, the sacred and cultural sites, and many of the natural resources that tribes need to keep their people and cultures alive. The importance of these lands to the tribes cannot be overstated. They provide spiritual and physical sustenance, and increasingly, the means for economic self-sufficiency. Tribal governments generally place a high priority on preserving these lands and their natural resources, including many vulnerable wildlife species, for future generations.

As a representative of the Federal government and a steward of our country's natural resources, the U.S. Fish and Wildlife Service has a responsibility to manage these natural resources in a way that:

- reflects our Federal trust responsibility toward Indian tribes
- respects tribal rights
- acknowledges the treaty obligations of the United States toward tribes
- uses the government-to-government relationship in dealing with tribes
- protects natural resources that the Federal government holds in trust for tribes.

The Service and Indian tribes have a common goal of conserving sensitive species (including candidate, proposed, and listed species) and the ecosystems upon which they depend. Indian lands are not federal public lands or part of the public domain, and are not subject to federal public land laws. They were retained by tribes or were set aside for tribal use pursuant to treaties, statutes, judicial decisions, executive orders or agreements. These lands are managed by Indian tribes in accordance with tribal goals and objectives, within the framework of applicable laws. Many Indian lands have remained untouched by conventional land use practices and therefore are an island of high quality ecosystems, attracting many sensitive species.

For more information:

- Executive Order 13175 Consultation and Coordination with Indian Tribal Governments and Statement by the President (November 6, 2000)
- Final Recommendations of the Working Group on the ESA and Indian Water Rights (Federal Register Notice of Availability and Request for Comment, 65 FR 41709, July 6, 2000)
- Secretarial Order #3206: American Indian Tribal Rights, Federal Tribal Trust Responsibilities, and the Endangered Species Act (June

5, 1997). Also available is the news release regarding this Secretarial Order.

- Questions & Answers—American Indian Tribal Rights, Federal-Tribal Trust Responsibilities, and the Endangered Species Act
- U.S. Department of Interior, Bureau of Indian Affairs
- List of Federally Recognized American Indian Tribes and Alaska Natives

Last updated: April 12, 2000


U.S. Fish & Wildlife Service

Endangered Species List

< Back

List of species by county for Arizona:

Counties Selected: Apache

Select one or more counties from the following list to view a county list:

 Apache
 Cochise
 Coconino
 Gila
 Graham

[View County List](#)

Apache County

Common Name	Scientific Name	Listing Status
Apache (Arizona) trout	<i>Oncorhynchus apache</i>	Threatened
Arizona willow	<i>Salix arizonica</i>	Species of Concern
Black-footed ferret	<i>Mustela nigripes</i>	Endangered
California condor	<i>Gymnogyps californianus</i>	Endangered
Little Colorado spinedace	<i>Lepidomeda vittata</i>	Threatened
Rock minnow	<i>Rhinichthys cobitis</i>	Threatened
Vermont spotted owl	<i>Strix occidentalis lucida</i>	Threatened
Nevada sedge	<i>Carex speciosa</i>	Threatened
Snake stream willow flycatcher	<i>Empidonax traillii extimus</i>	Endangered

THE NAVAJO NATION

P. O. BOX 9000 • WINDOW ROCK, ARIZONA 86515 • (520) 871-6000

KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

27 July 2000

To: Interested Parties

Subject: NAVAJO ENDANGERED SPECIES LIST UPDATE

Pursuant to Title 17§507 of the Navajo Nation Code the Navajo Nation Council's Resources Committee, by Resolution RCF-014-91, approved the "Endangered Species List for the Navajo Nation" (NESL) on 14 February 1991 and authorized the Director, Navajo Nation Department of Fish and Wildlife (NNDFWL), to update the NESL when sufficient information is gathered to make such a determination. On January 20, 2000, we sent our proposed changes to knowledgeable individuals and organizations for their comments. Then based on the comments we received, the expertise of NNDFWL biologists, and the Natural Heritage Program database, the NESL has been updated and will become effective 01 September 2000. Enclosed is a copy of the updated NESL and public comments with our responses. Please route a copy to other appropriate personnel in your office.

Changes to the NESL are summarized on the enclosed attachment. Group 1 contains those species that are extirpated on the Navajo Nation. Groups 2 and 3 contain endangered species and are protected by the Code. Group 4 contains species for which information is being gathered to determine their statuses; they are not protected by the Code, but should be considered in project planning.

Title 17§507 of the Navajo Nation Code makes it unlawful for any person to "take, possess, transport, export, process, sell or offer for sale or ship any species or subspecies" on the NESL. The penalty for any person found guilty of unlawfully taking endangered species is imprisonment and/or a fine.

If you have any questions concerning species status contact David Mikesic, Zoologist, for animals or Daniela Roth, Botanist, for plants at (520) 871-6472.



Gloria Tom, Director
Navajo Nation Department of Fish and Wildlife
P.O. Box 1480
Window Rock, Navajo Nation, Arizona 86515

Attachments (2): NESL - Sept. 01, 2000:
Responses to Comments, Navajo Endangered Species List Review Year 2000
xc: file/chrono

**DIVISION OF NATURAL RESOURCES
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE**

ENDANGERED SPECIES LIST

**For
The Navajo Nation**

01 September 2000

GROUP 1 Those species or subspecies that no longer occur on the Navajo Nation.

GROUP 2 (G2) & GROUP 3 (G3) "Endangered" – Any species or subspecies whose prospects of survival or recruitment within the Navajo Nation are in jeopardy or likely within the foreseeable future to become so.

G2: A species or subspecies whose prospects of survival or recruitment are in jeopardy.

G3: A species or subspecies whose prospects of survival or recruitment are likely to be in jeopardy in the foreseeable future.

GROUP 4 Any species or subspecies for which the Navajo Fish & Wildlife Department (NF&WD) does not currently have sufficient information to support their being listed in Group 2 or Group 3 but has reason to consider them. The NF&WD will actively seek information on these species to determine if they warrant inclusion in a different group or removal from the list.

The NF&WD shall determine the appropriate group for listing a species or subspecies based on any of the following factors:

1. The present or threatened destruction, modification, or curtailment of its habitat;
2. over-utilization for commercial, sporting or scientific purposes;
3. disease or predation;
4. other natural or manmade factors affecting its prospects of survival or recruitment within the Navajo Nation; or
5. any combination of the foregoing factors.

NAVAJO ENDANGERED SPECIES LIST

Scientific name (Common name)

GROUP 4:

MAMMALS

Dipodomys microps (Chisel-toothed Kangaroo Rat)
Microtus mogollonensis (=mexicanus) (Mogollon [or Mexican] Vole)
Plecotus townsendii (Townsend's Big-eared Bat)
Vulpes macrotis (Kit Fox)

BIRDS

Accipiter gentilis (Northern Goshawk)
Aechmophorus clarkii (Clark's Grebe)
Aegolius acadicus (Northern Saw-whet Owl)
Ceryle alcyon (Belted Kingfisher)
Charadrius montanus (Mountain Plover)
Columba fasciata (Band-tailed Pigeon)
Dendroica petechia (Yellow Warbler)
Empidonax hammondi (Hammond's Flycatcher)
Falco peregrinus (Peregrine Falcon)
Glaucidium gnoma (Northern Pygmy-owl)
Otus flammeolus (Flammulated Owl)
Picoides tridactylus (Three-toed Woodpecker)
Porzana carolina (Sora)
Tachycineta bicolor (Tree Swallow)

REPTILES

Lampropeltis triangulum (Milk Snake)
Sauromalus ater (Chuckwalla)

FISHES

Catostomus discobolus (Bluehead Sucker)
Cottus bairdi (Mottled Sculpin)

INVERTEBRATES

Oxytoma kanabense (Kanab Ambersnail)

PLANTS

Asclepias sanjuanensis (San Juan Milkweed)
Asclepias welshii (Welsh's Milkweed)
Astragalus cronquistii (Cronquist Milk-vetch)
Astragalus naturitensis (Naturita Milk-vetch)
Astragalus sophoroides (Tuba City Milk-vetch)
Astragalus tortipes (Sleeping Ute Milk-vetch)
Camissonia arwoodii (Arwood's Camissonia)
Clematis hirsutissima var. arizonica (Arizona Leather Flower)
Cymopterus acaulis var. higginsii (Higgins Biscuitroot)
Cystopteris utahensis (Utah Bladder-fern)
Erigeron bistriensis (Bisti Fleabane)
Erigeron sivistskii (Sivistski's Fleabane)
Erazurizia rotundata (Round Dunebroom)
Lequerella navajocensis (Navajo Bladderpod)
Perityle specuicola (Alcove Rock Daisy)
Phacelia indecora (Bluff Phacelia)
Phacelia welshii (Welsh Phacelia)
Rosa stellata ssp. abyssa (Grand Canyon Rose)

RESPONSES TO COMMENTS

NAVAJO ENDANGERED SPECIES LIST REVIEW - YEAR 2000

Prepared by David Mikesic, Zoologist, & Brent Nelson, Data Manager, Navajo Natural Heritage Program

Antilocapra americana americana (Pronghorn):

Proposed Action: Geographic Designation; Remove New Lands Population from G3 Status

Comment: "We concur with the decision to remove the New Lands population of *Antilocapra americana* from Group 3 status. It is our understanding that this proposed removal will not affect the designation of this species within Group 3 on the remainder of the Navajo Nation."

Response & Action: The proposed action will proceed as planned; the population of Pronghorn found within New Lands on Navajo Nation will be removed from NESL Group 3 status, however the remainder of the population on Navajo Nation will remain in Group 3.

Corynorhinus townsendii (Townsend's Big-eared Bat):

Proposed Action: Add to NESL in Group 4

Comment: "We...support the decision to add *Corynorhinus townsendii*...to Group 4."

Comment: "The most recent edition of the Texas Tech mammal list (19 December 1997) has moved *Corynorhinus townsendii* back into the genus *Plecotus* (i.e., as *P. townsendii*)."

Response & Action: The proposed action will proceed as planned; however, the scientific name of the species will be listed as *Plecotus townsendii* to reflect the most recent understanding of its taxonomy.

Dipodomys microps leucotis (Marble Canyon Kangaroo Rat):

Proposed Action: Remove from NESL

Comment: "We recommend that *Dipodomys microps leucotis* be retained in Group 4. The taxon is likely to still be susceptible to the threats mentioned in the account. It also appears that its history of occurrence and distribution on the Navajo Nation may be less than well known. Thus, the taxon appears to qualify for inclusion in this group."

Response & Action: Although this species may not have been native to the Navajo Nation and appears to be protected on adjacent B.L.M. lands, we do not have a good understanding of the population size and distribution on Navajo Nation. Since the species may still be susceptible to threats here, we agree that the species should be retained in Group 4. More information will be gathered to better determine its status on Navajo Nation.

Haliaeetus leucocephalus (Bald Eagle):

Proposed Action: Change status from NESL Group 3 to Remove from NESL

Comment: "...there are reliable historical records (1951) of nests on the Little Colorado River, near Grand Falls. However, the Department is not aware of any recent breeding activity on Navajo lands. Thus, this occurrence would meet the enclosed criteria for inclusion under NESL Group 1. In contrast, we are certain a significant number of wintering bald eagles utilize the resources on the Navajo lands from

**A Cultural Resource Inventory of the Proposed Diné College
180-Acre Tract in Tsaile, Apache County, Arizona**

HMS-18-006



Prepared by

Lindsey L. Benally and Santana B. Yazzie

Submitted by

**Elaine Cleveland-Mason, Program Manager
Navajo Nation Heritage and Historic Preservation Department
Heritage Management Services
% Diné College
P.O. Box 580
Shiprock, New Mexico 87420**

Tribal Permit No. NTC

Submitted to

**Tamara Billic, Senior Archaeologist
Navajo Nation Heritage and Historic Preservation Department
Cultural Resources Compliance Section
P.O. Box 4950
Window Rock, Arizona 86515**

Prepared for

**Delbert Paquin, Director of Projects and Operations
Diné College
P.O. Box 580
Shiprock, New Mexico 87420**

Submitted June 6, 2018

Abstract

The following report is submitted to the Navajo Nation Heritage & Historic Preservation Department Cultural Resources Compliance Section (NNHHPD-CRCS) as part of the Section 106 archaeological compliance process. The report, entitled *A Cultural Resource Inventory of the Proposed Diné College 180-Acre Tract in Tsaille, Apache County, Arizona* (HMS-18-006), details the results of the project. The archaeological inventory was conducted for the Diné College Project and Operations Department. Under this project, the Diné College proposes to construct several buildings with associated facilities for a Cultural and Language Immersion Camp within the southeastern boundaries of this location in Tsaille, Apache County, Arizona. The types of ground disturbances expected will vary, but in general it will entail major blading and/or earthmoving activities along the northern level of a terrace. Once leveling is conducted, construction of the buildings would occur. Additionally, infrastructure associated with the building such as water, power, and sewage facilities will also be constructed. Access to the proposed project locations will occur from the use of existing two-track dirt roads. The project area is located on Navajo Tribal Trust Lands. The legal descriptions for the project area is Township 33 North, Range 29 East; Gila and Salt River Principal Meridian (G&SRPM). The project area can be found on the Tsaille, Arizona, Provisional Edition 1982, 7.5-minute series USGS map. The total number of acres inventoried under this project is approximately 180 acres (72.9 ha). Altogether, 3 new archaeological sites, 1 isolated occurrence (IO), 3 traditional cultural properties (TCPs), 1 burial plot, and 5 tree burials (*jishchaa'*) were identified during the course of the inventory. The archaeological sites consist of habitations affiliated with a Navajo component. The IO consisted of a prehistoric flake. There are in-use areas outside the eastern project boundary that belong to the community members of Tsaille/Wheatfields/Blackrock but none fall within the project area. Site AZ-I-42-48 is evaluated as potentially eligible for nomination to the National Register of Historic Places. Provided that the stipulations for the avoidance of effects at the Register-eligible site is adhered to as detailed in the report, a determination of no historic properties affected is recommended for the proposed undertaking. For Sites AZ-I-42-46 and AZ-I-42-47, they do not appear to be eligible for nomination to the National Register.

Information concerning the burials and the TCPs are considered confidential and additional data regarding these resources are presented in appendices B and C of this report. The TCPs are considered to be potentially eligible for nomination to the National Register under criteria a and d. The burial plot and five tree burials do not represent a type of resource normally considered eligible for inclusion on the National Register; however, a determination of no historic properties affected is recommended for the proposed construction activities to occur in the vicinity of these cultural resources provided that the stipulations are adhered to as detailed in the report.

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Introduction

Diné College proposes to expand the college's Tsaile Campus facilities by constructing several modular hogans and buildings and associated facilities for a Navajo Cultural and Language Immersion Camp in northeastern Arizona. On December 14, 19, and 26, 2017, Lindsey Benally and Santana Yazzie, Senior Archaeological Technicians with the Navajo Nation Heritage and Historic Preservation Department (NNHHPD)-Heritage Management Services (HMS) conducted a cultural resource inventory of the Diné College 180-acre tract in the vicinity of Tsaile, Apache County, Arizona. The archaeological inventory was requested by Delbert Paquin, Director of Projects and Operations for Diné College.

The HMS inventory was conducted in accordance with regulations associated with the National Register of Historic Places (per 36 CFR 6.4), the provisions of the Archaeological Resource Protection Act (ARPA) of 1979. This report details the results of the cultural resource inventory and site assessment performed by the HMS. The HMS performs archaeological services on Navajo Nation land under the authority of the Navajo Nation Cultural Resources Protection Act (CMY-19-88). The lead federal agency for the Diné College undertaking is the Bureau of Indian Affairs (BIA).

A total of 3 archaeological sites, 1 isolated occurrence, a burial plot, 5 tree burials, and 3 traditional cultural properties were identified as a result of the archaeological inventory.

Description of Undertaking

Diné College proposes to expand their campus and construct modular hogans, several buildings, and associated facilities for a Navajo Cultural and Language Immersion Camp within the 180-acre tract of land. The 180-acre tract of land is located within the southeastern boundaries of the existing Tsaile Diné College campus.

The types of ground-disturbing activities that can be expected from the construction of Diné College's facilities varies but the proposed undertaking will occur within the eastern portion of Diné College Tsaile campus of the 180-acre project area. Construction of the buildings will entail blading with heavy equipment and placement of modular hogans and concrete for facilities. Construction may involve earthmoving activities such as leveling or drillings. Blading of existing and new roads will be necessary to access the facilities. Excavating and leveling the ground surface and subsurface disturbance will be extensive within the area of potential effect. For ease of discussion the seven corner points considered as the project boundary are designated as Points A through G. The total area of potential effect for the project area is approximately 180 acres (72.9 ha).

Location

The project area is located within the Tsaile/Wheatfield/Blackrock Chapter, in northeastern Arizona on Navajo Trust land and in Apache County, Arizona. The project area is under the jurisdiction of the Chinle Agency of the BIA.

The project area can be found on the Tsaile, Arizona, Provisional Edition 1982, 7.5' USGS quadrangle map. The legal descriptions for the project area are: Township 33 North, Range 29 East; Gila & Salt River Principal Meridian (G&SRPM). Table 1 provides legal descriptions and UTM coordinates for the each of the project areas. Figure 1 provides an overview of the general project area. Figure 2 shows the specific project area location and the locations of identified archaeological sites.

Table 1. Legal Descriptions and UTM Coordinates for the Project Area (Zone 12)

Proposed Project Area	Northing	Easting	Township	Range	Sec.	¼	¼	¼	Sec.	Meridian
Point A	4018465	661306	33N	29E	NE	SE	NE		3	G&SRPM
Point B	4018593	662253	33N	29E	NE	SE	NW		2	"
Point C	4017821	662282	33N	29E	NE	SE	SW		2	"
Point D	4017789	661770	33N	29E	NE	SW	SW		2	"
Point E	4017886	661541	33N	29E	SW	NW	SW		2	"
Point F	4017781	661267	33N	29E	NW	SE	SE		3	"
Point G	4017922	661220	33N	29E	SW	NE	SE		3	"

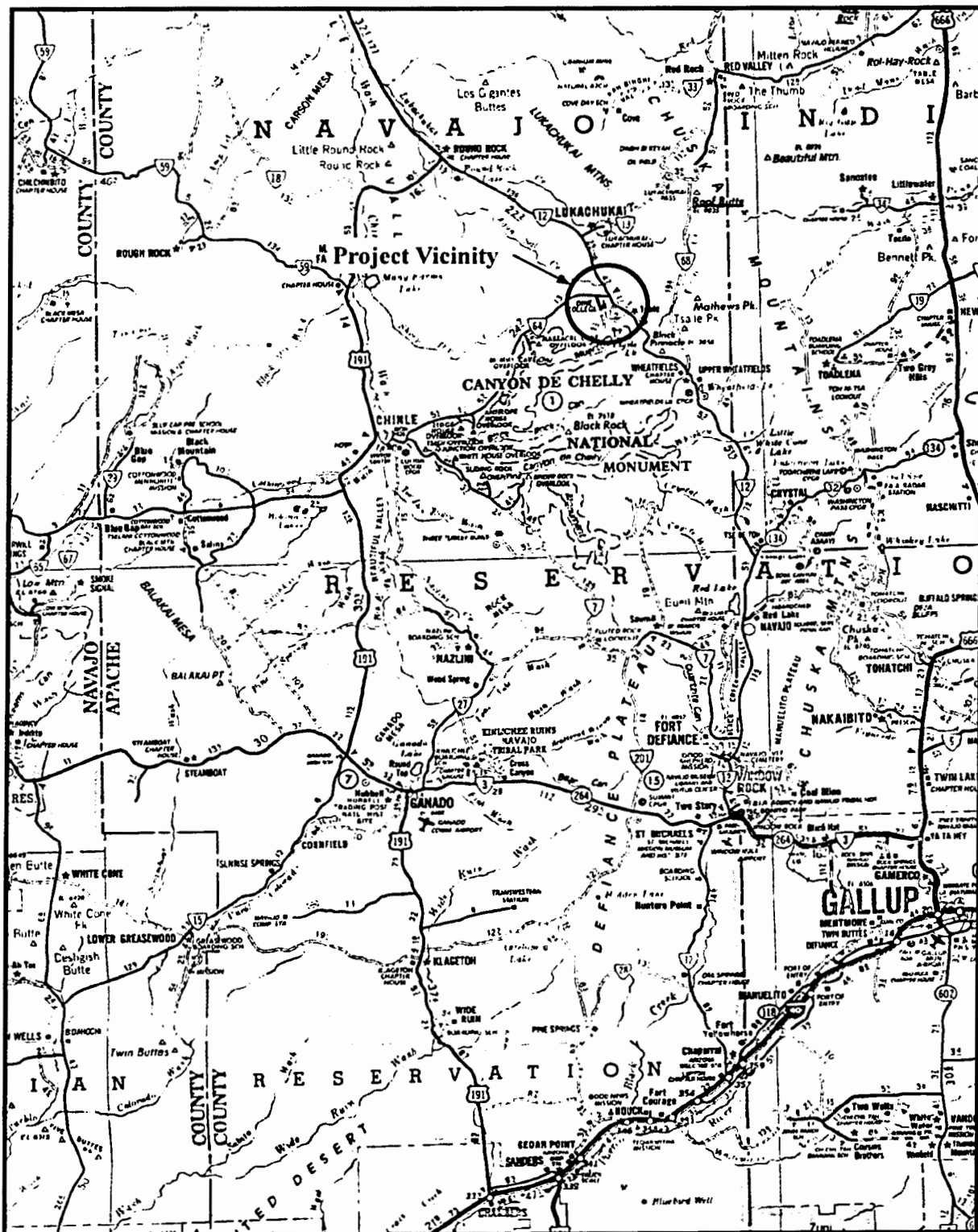


Figure 1. Vicinity map showing general project area. Indian Country of Arizona, Colorado, New Mexico, and Utah 2000 (HMS-18-006).

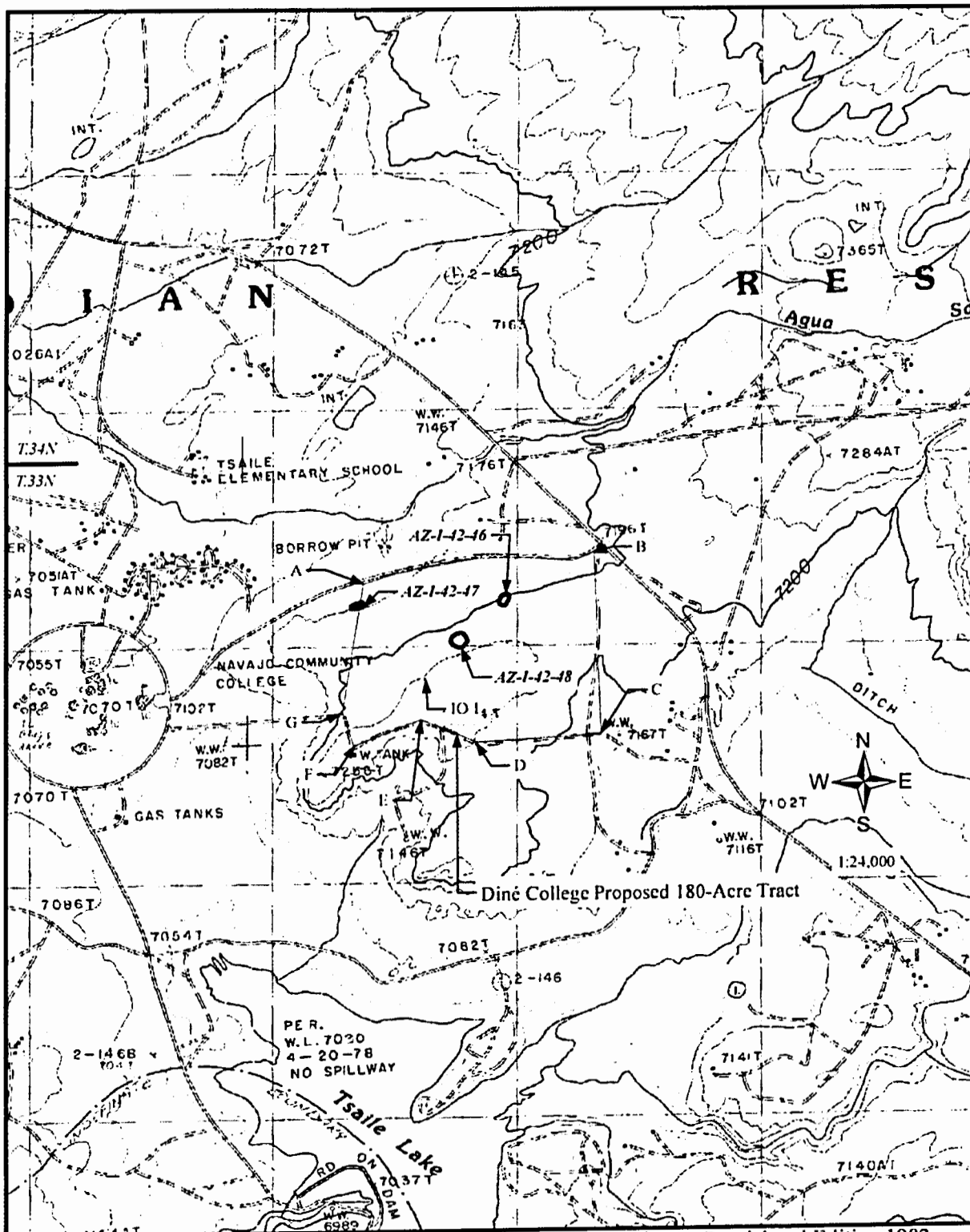


Figure 2. Project map showing identified cultural resources. Tsale, Arizona, Provisional Edition 1982, 7.5' series USGS map; T.33N, R.29E, G&SRPM (HMS-18-006).

Area Environmental and Cultural Setting

The project area is situated along the southern level of terrace uplift above the Tsaille Lake in northeastern Arizona. The landscape in the project area consists of small aeolian and alluvial clay silt-covered hills that are surrounded by ephemeral channels that flow to the Agua Sal Creek. The nearest major water source is the Tsaille Lake, located 3,304.5 feet (1,007.77 m) to the southwest. The elevations in the project area range from 4796 feet (1462 m) to 4828 feet (1472 m) above mean sea level. Soils in the general project area are composed of aeolian and alluvial silt and clay. Vegetation observed in the project area includes Ponderosa pine, rabbitbrush, four-wing saltbush, prickly pear, Russian thistle, shadscale, thin blade yucca, and various grasses. The soil in this area consists of clay with sand and cobbles.

Development within the project area includes homesteads, existing fence, utility services, road maintenance projects, and Navajo Route 57. Additionally, the existing Diné College Tsaille campus is located to the northwest of the project area.

Existing Data Review

Prior to the fieldwork, a records check conducted at the NNHHPD-HMS Shiprock office and the NNHHPD office in Window Rock, prior to the survey indicated that there have been two previous projects (HPD-98-166 and HPD-04-1186) conducted within a 500-foot (152.44-m) radius of the project area. These projects included the existing Diné College tract and associated access road, and one homesite. One site, AZ-I-42-18 which was previously recorded in report HPD-98-166 (DCDI-98-092), was also noted to be within the project area (Touchette et al. 1998). Site AZ-I-42-18 was not relocated, and therefore, it was not dealt with under this project.

Records check of the NNHHPD-Traditional Cultural Program in Window Rock revealed that no traditional cultural properties were located within a 500-foot (152.44-m) radius of the project area. A Traditional Cultural Property (TCP) Record Search Verification Form is attached to this report but will be submitted only to NNHHPD-Cultural Resources Compliance Section (CRCS).

A check of Van Valkenburgh (1974) indicates that nearest recognized sacred place in the vicinity of the project area is White Cone (*Séihits'osi bikáa*—Slendor Male Sand [pile]), located about 15 miles (23 km) to the southeast of the project area.

Field Methods

The cultural resource inventory of the Diné College 180-acre tract was conducted by the NNHHPD-HMS on December 14, 16, and 26, 2017. A pre-field meeting was conducted with HMS Senior Archaeological Technicians, Lindsey L. Benally and Santana Yazzie; HMS Archaeologist/Program Manager, Elaine Cleveland-Mason; and Diné College's Assistant Project Manager, Dean Gamble, to discuss the project area and to determine the location of the project.

The project area was not staked prior to the archaeological inventory; however, the project area was easily identifiable since the existing boundaries were well defined by the two-track roads, existing fence line, and paved road. The unstaked areas were located by a handheld Global Positioning System (GPS) unit, which was uploaded with GPS tracking derived from the project area ArcGIS shapefiles. Additionally, HMS used a Garmin GPSMAP 76CSx and Trimble Nomad 900X handheld units for the collection of critical positioning data.

A Class III pedestrian inventory of the project area was conducted by the Senior Archaeological Technicians, Ms. Benally and Mr. Yazzie, and at one time with HMS Archeologist/Program Manager, Mrs. Cleveland-Mason. The total project area was inventoried by either a two-person crew or three-person crew and was examined on December 14, 19, and 26, 2017. With the help of Mr. Gamble, the western project boundary was identified. West-to-east transects and north-to-south transects were employed and were dependent upon the terrain in the various portions of the project area. Three archaeological sites were identified and subsequently recorded within the project area. An attempt to relocate previously recorded site, AZ-I-42-18, was conducted on December 26, 2017 by Ms. Benally and Mr. Yazzie; however, the site was not relocated, therefore, the site could not be updated.

The cultural resource inventory coverage of the project area was conducted utilizing 15-m (50-foot) wide pedestrian transects, one transect per crew member.

Three archaeological sites, 1 IO, 3 TCPs, 1 burial plot, and 5 tree burials (*jishchaa'*) were discovered in the proposed facilities area were recorded either upon their discovery or after the completion of the project. The TCPs, burial plot, and five burials were documented after the completion of the pedestrian inventory and during the ethnographic research portion of the project.

In-field recording procedures at archaeological sites were more detailed than the isolated occurrence. Locational information concerning the sites, the IO, the TCPs, and the burial plot were collected using a hand-held Garmin GPS unit; however, the five tree burials were not collected using a hand-held GPS unit. The data obtained from the GPS were downloaded utilizing GIS software for map preparation and report presentation. Additionally, data was also collected with the Garmin GPS to map the archaeological site and this data was also downloaded utilizing GIS software.

The previously recorded site was not re-identified and it is thought that recent wood hauling activities may have destroyed that site (AZ-1-42-18); therefore, it was not reflagged. All newly recorded sites were marked with pink flagging tape to identify the site boundaries. The location of the site datums were collected with a GPS to make it easy to relocate site if needed. Some data collection and interpretation procedures were collected during the field site recordation. The data included materials noted on the site, artifact typology, and ethnographic interviews. These data were used to date newly recorded sites and ascertain the types of cultural activities present within the project area.

Ethnographic interviews were conducted during and after the archaeological inventory occurred by Ms. Benally, HMS Senior Archaeological Technician. The purpose of these interviews was to obtain information on potential TCPs (herb gathering places, blessed and/or sacred places), burials, and archaeological sites in the area. Ethnographic information pertaining to the project area was obtained from Mr. Charles R. Chee, Tsailé/Wheatfields/Blackrock Chapter Grazing Official; Mr. Thomas Littleben of Diné College School of Diné Studies and Education; and Michael C. Bahe, a lineal descendant of the decedents. The interviews were conducted in the Navajo and English languages.

NNAD Site Survey Management Forms were filled out in-house and Navajo Nation site numbers were assigned to the sites in-house upon completion of the fieldwork. In addition, burial forms and TCP forms were completed during the ethnographic interview process.

Cultural Resource Findings

During the course of the cultural resource inventory, 3 archaeological sites, 1 IO, 3 TCPs, 1 burial plot, and 5 tree burials were identified. The locations of the historic sites and the IO are shown on Figure 2. Because information about the burials and the TCPs are considered confidential, the location of these resources is shown on Figures B-1 and C-1, respectively, within the appendices of the report. These appendices are to be reviewed only by the NNHPD CRCS and Traditional Cultural Program.

Archaeological Sites

Three historic sites were identified and recorded during the course of the cultural resource inventory. Below is a summary of the sites. Completed NNAD Site Survey and Management Forms are provided in Appendix A.

Site Number: AZ-1-42-46 (Figure 3)

Map Reference: Tsailé, Arizona, Provisional Edition 1982, 7.5' series

Legal Description: SE¼, SW¼, NW¼, Sec. 3, T.33N, R.29E; G&SRPM

UTM Coordinates: Zone 12; 4018389 Northing, 661875 Easting

Land Status: Navajo Tribal Trust

Figure 3. General plan map, Site AZ-I-42-46 (HMS-18-006).

Site Type: Navajo/Historic (1950s-1980s)/Seasonal Herder's Camp

Site Size: 52.80 m by 33.60 m (1,431 sq. m—area of an oval, derived from GIS map)

Site Setting: The site is located on the northern-facing slope of a low butte above Tsaille Lake which is located southwest at a distance of 5,890.99 feet (1,794.35 m) from the site. The nearest drainage is located 42.64 feet (13 m) to the west of the site and flows into the Agua Sal Creek. The elevation in the site area is about 7218 feet (2200 m). The soils in the site area include aeolian and alluvial sandy silt. Vegetation in the site area includes Ponderosa pine, thin blade yucca, sage, prickly pear cactus, rabbitbrush, and various grasses.

Site Description: Site AZ-I-42-46 is situated on a north-facing slope of a low butte. The site appears to be a Navajo seasonal herder's camp. Feature 1 consists of a rectangular structure with multiple collapsed logs adjacent of upright posts. Feature 1 is located in the northeastern portion of the site. Numerous logs collapsed on the ground and several barbed wires are tied to upright posts, and 8 to 12 pieces of tin cans make up the feature. Partial structure constructed may have supported a tent or ramada. There were also vehicle tools and root beer bottle glass fragments.

Feature 2 is a sheep corral measuring 10 m in diameter. The feature is located southeast of Feature 1 the sheep corral is a partial structure with about more than 50 logs that are surrounded by upright posts. The sheep corral appears to be dismantled.

Artifacts at the site were sparse limited to eight pieces of tin can, one large oil can, an old tarp, an automobile jack, and one glass bottle.

The depositional potential at the site is good. The site is located in an alluvial context with some potential to have buried elements such as artifacts and/or features. Overall, the condition of the site is good despite disturbances from natural erosion and minimal livestock grazing.

The site is interpreted as a seasonal herder's camp. The site type is assigned due to the presence of the sheep corral. Based on the materials associated with the site, this site probably dates to the Navajo Historic period (1950s-1980s).

Site Number: AZ-I-42-47 (Figure 4)

Map Reference: Tsaille, Arizona, Provisional Edition 1982, 7.5' series

Legal Description: SW¼, SE¼, NE¼, Sec. 3, T.33N, R.29E; G&SRPM

UTM Coordinates: Zone 12; 4018366 Northing, 661283 Easting

Land Status: Navajo Tribal Trust

Site Type: Navajo/Historic (1950s-1980s)/Seasonal Herder's Camp

Site Size: 53.88 m by 22.86 m (996 sq. m—area of an oval, derived from GIS map)

Site Setting: The site is located on the northern-facing slope of a low butte above Tsaille Lake which is located southwest at a distance of 5,114.92 feet (1,559.43 m) from the site. The nearest drainage is located 19.68 feet (6 m) to the south of the site and flows into the Agua Sal Creek. The elevation in the site area is about 7218 feet (2200 m). The soils in the site area include aeolian and alluvial sandy silt. Vegetation in the site area includes Ponderosa pine, thin blade yucca, sage, prickly pear cactus, rabbitbrush, and various grasses.

Site Description: Site AZ-I-42-47 is situated on the northern slope of a low butte above Tsaille Lake. The site is a small historic Navajo seasonal herder's camp. The site is characterized by a sheep corral, possible cellar, and a wood-chopping area.

Feature 1 is a sheep corral measuring 6.5 m in diameter. The feature consists of collapsed logs positioned in a circle and attached with barbed wire. The feature is located in the southern portion of the site. Approximately 0.6 m of sheep manure overlays the soil in this feature area. The entrance is collapsed and is facing the northeastern direction. Sixteen automobile tires are located about 2.5 m to the north of the feature.

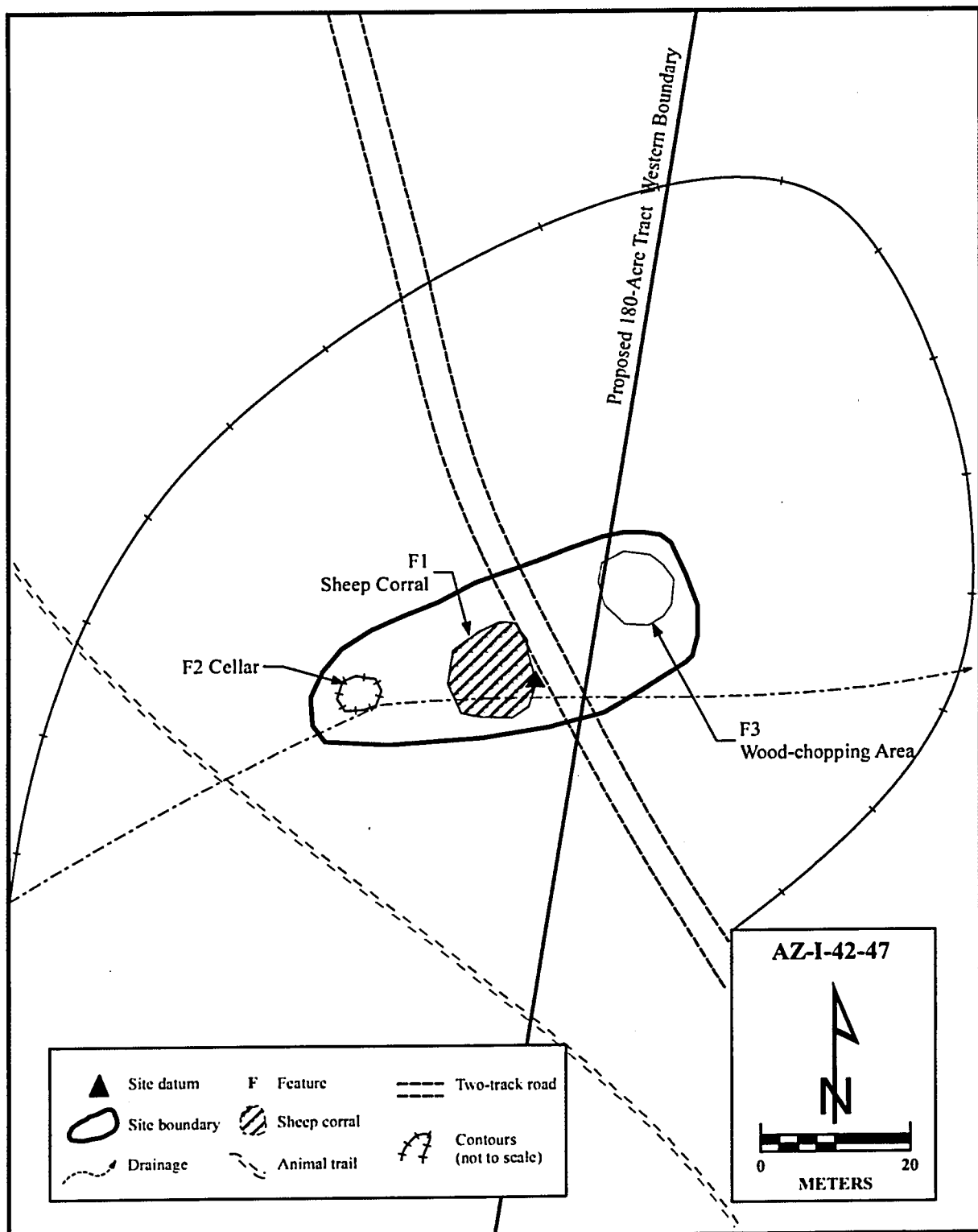


Figure 4. General plan map, Site AZ-I-42-47 (HMS-18-006).

Feature 2 is a collapsed cellar measuring 5 m by 2 m. The feature consists of five pieces of lumber with two portions of door still intact by nails. The partial door is positioned within a small impression. The walls are collapsed and 10 logs still remain on the ground. Feature 2 is located northwest of Feature 1, the sheep corral. The feature is located in the western portion of the site. The door of the entrance is facing east.

Feature 3 is a wood-chopping area that measures 4 m in diameter. The wood-chopping area is located northeast of Features 1 and 2. No artifacts were noted in this feature.

Artifacts at the site were sparse due to the recent trash dumps on the site. Several pieces of tin cans, glass fragments, and glass bottles appear to be older than the recent trash dumps and are thought to have been associated with the site during its use.

The depositional potential at the site is poor. The site is located in an alluvial context with little potential to have buried elements such as artifacts and/or features. Overall, the condition of the site is fair even though natural erosional disturbance and disturbance from livestock grazing, and modern trash dumps have occurred.

The site is a temporary or seasonal Navajo herder's camp. The site type is assigned due to the presence of the features. Based on the materials associated with the site, this site probably dates to the Navajo Historic period (1950s-1980s).

Site Number: AZ-I-42-48 (Figure 5)

Map Reference: Tsailé, Arizona, Provisional Edition 1982, 7.5' series

Legal Description: SW¼, SW¼, NW¼, & SE¼, SW¼, NW¼, Sec. 2, T.33N, R.29E; G&SRPM

UTM Coordinates: Zone 12; 4018217 Northing, 661695 Easting

Land Status: Navajo Tribal Trust

Site Type: Navajo/Historic (1950s-1980s)/Habitation

Site Size: 61.98 m by 67.85 m (3,109 sq. m—area of an oval, derived from GIS map)

Site Setting: The site is located on a north-facing slope of a low butte above Tsailé Lake which is located southwest at a distance of 5,095.08 feet (1,553.38 m) from the site. The nearest drainage is located 88.56 feet (27 m) to the south of the site and flows into the Agua Sal Creek. The elevation in the site area is about 7218 feet (2200 m). The soils in the site area include aeolian and alluvial sandy silt. Vegetation in the site area includes Ponderosa pine, thin blade yucca, sage, prickly pear cactus, rabbitbrush, and various grasses.

Site Description: Site AZ-I-42-48 is situated on a northwest-facing slope of a low butte in a wooded area. The site is a Navajo habitation. The site contains three features and a sparse scatter of artifacts.

Feature 1 is a shallow depression with a rock alignment outlining an 8 m diameter area. The feature is located on a north-facing slope and consisted of 80 to 100 pieces of sandstone rock. A hearth is situated in the center of the depression which may possibly be recent. The site is north of a foot-trail aligned with sandstone rocks. The hearth is 2 m by 3 m diameter. The hearth appears recent and consists of 13 to 18 sandstone rocks with charcoal flecks still noted in the hearth. Additionally, the hearth does contain recent bottle fragments and five pieces of partially burned wood. This feature does appear to be sandstone footing alignment to a shade structure. The function of this feature is noted to be a cooking/shade structure.

Feature 2 is a collapsed hogan consisting of a pile of 50 to 60 logs adjacent to Feature 1. The logs appear to be the roof of the hogan. Feature 2 measures about 6 m in diameter.

Feature 3 consists of a trash pile measuring 9 m by 3 m. The feature is located 24 m from Feature 2. Artifacts in the feature consist of glass bottles, tin cans, and plastic flowers.

Artifacts at the site consisted of numerous tin cans and bottles.

The depositional potential at the site is good. The site is located in an alluvial context but has potential to have buried elements such as artifacts and/or features. The condition of the site is good despite natural erosional disturbances and minimal disturbance from livestock grazing.

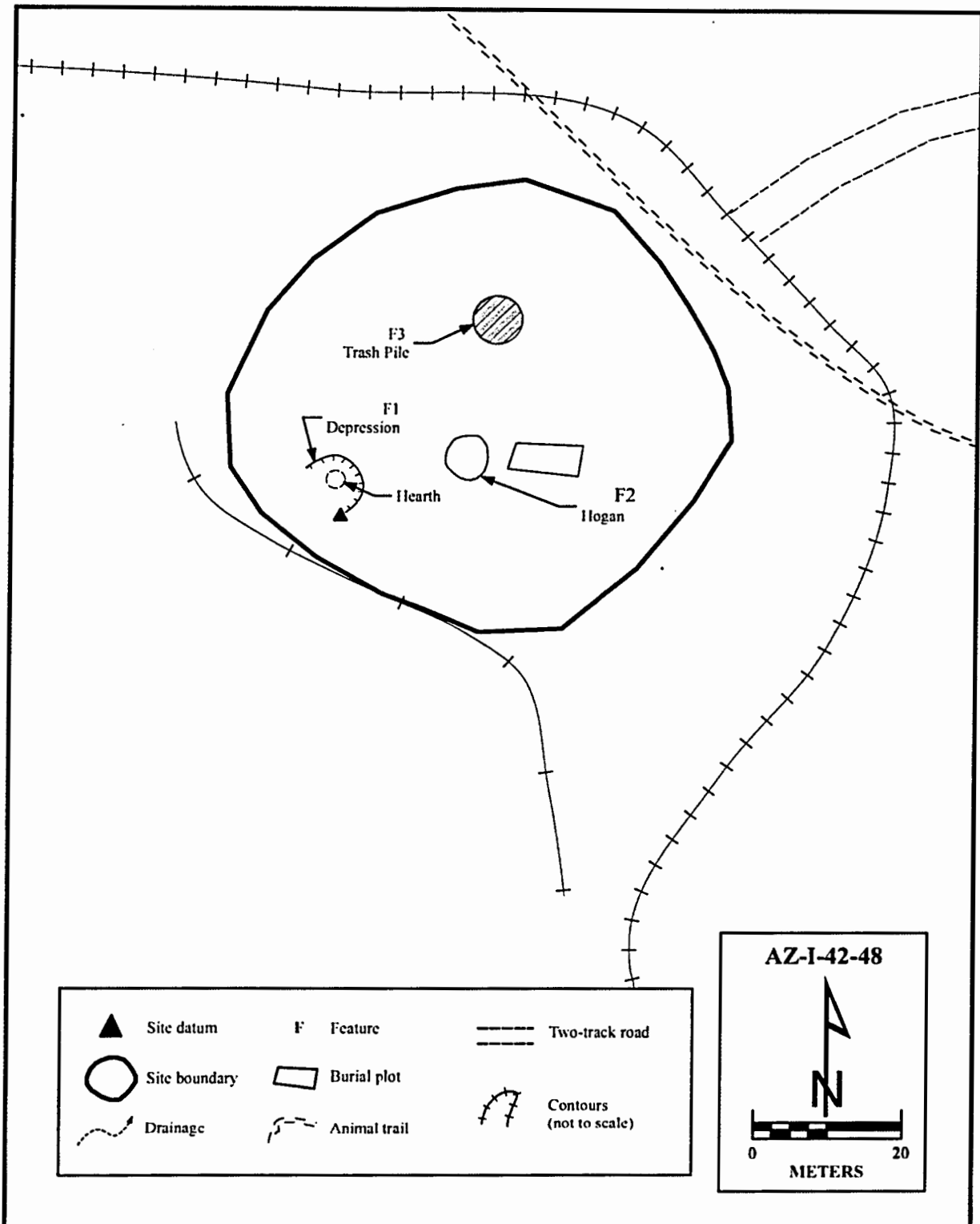


Figure 5. General plan map, Site AZ-I-42-48 (HMS-18-006).

The site is a Navajo habitation. The site type is assigned due to the presence of the hogan. Based on the materials associated with the site, this site probably dates to the Navajo Historic period (1950s-1980s).

Isolated Occurrence

One IO was located within the project area. IO 1 consists of a Brushy Basin Chert quartzite flake. The UTM coordinates for IO 1 are Zone 12; 4018055 Northing, and 661560 Easting.

Burial Plot and Burials

One burial plot and five tree burials were noted within the project area. Because information concerning this resource is confidential, additional information about the burials are presented in Appendix B.

Traditional Cultural Properties

According to the records check of the NNHHPD-Traditional Cultural Program archival documents, there were no previously documented TCPs located within a 0.5-mile radius of the project area. Three undocumented TCPs were identified as a snake pit (*H'iishtsoh bighan*), a fire pit, and a sweat lodge located in the southwest portion of the project area. Additional information concerning this TCPs are presented in Appendix C of this report. As with the burial plot and the five tree burials, these resources are considered confidential and can be only viewed by the NNHHPD-CRCS.

Evaluation of Significance

Under 36 CFR Part 60.4, cultural resources may be eligible for nomination to the National Register of Historic Places if they "...possess integrity of location, design, setting, materials, workmanship, feeling, and association..." and if the resources in question are resources:

- (a) that are associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) that are associated with the lives of persons significant in our past; or
- (c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- (d) that have yielded, or may be likely to yield, information important in prehistory or history.

As defined in 36 CFR 60.4, ordinarily cemeteries, birthplaces or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historical buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within categories a-g.

Under Bulletin 38 "Guidelines for Evaluation and Documenting Traditional Cultural Properties," properties are eligible for nomination to the National Register of Historic Places if they retain integrity of location, setting, materials, workmanship, feeling or association. This document explains that in considering the integrity of TCPs there are two fundamental questions: (1) Does the property have an integral relationship to traditional practices or beliefs (2) Is the condition of the property such that the relevant relationships survive? Even if a property has lost its integrity as a possible TCP, it may retain integrity with reference to another aspect of significance. For example, it may still contain archaeological deposits, making it eligible under criterion "d".

Bulletin 38 admits to eligibility under criterion "a" those properties associated with events significant in our history, even when those events are associated with the mythopoetic past. Similarly, properties are eligible under criterion "b" if they are associated with persons significant to our history, even when those persons are associated with the mythopoetic past.

Although ownership by a religious group or use for religious purposes would normally make a property ineligible, Bulletin 38 cautions against ethnocentrism in evaluating cultural significance. Parker and King (1992:13) state that "The fact that traditional history and culture may be discussed in religious terms does not make it less historical or less significant to culture, nor does it make properties associated with traditional history and culture ineligible for inclusion in the National Register".

Concerning the Archaeological Resource Protection Act (ARPA) of 1979 (43 CFR Part 7), the Act has two fundamental purposes:

- 1) to protect irreplaceable archaeological resources on public lands and Indian lands from unauthorized excavation, removal, damage, alteration, or defacement; and
- 2) to increase communication and exchange of information among government authorities, the professional archaeological community, and private individuals having collections of archaeological resources and data which were obtained prior to enactment of the Act.

In completing the assessment under 43 CFR Part 7 there are two concerns that need to be addressed. Under ARPA, in order for a resource to be considered an archaeological resource and thus merit protection, it must both be greater than 100 years in age and be of archaeological interest.

Archaeological Sites

Site AZ-I-42-48 retains integrity of location and setting. It does not appear to be eligible for nomination to the National Register under criteria a, b, or c; however, it does appear to be eligible for nomination under criterion d on the basis of its research potential. The site does appear to meet the 50-year eligibility guideline; thus, site AZ-I-42-48 is thought to be a Register-eligible property. With regard to ARPA, the site is of archaeological interest but it does not meet the 100-year age requirement necessary for classification as an archaeological resource under ARPA; thus, the site does not appear to merit protection under ARPA. The remaining two sites, AZ-I-42-46 and AZ-I-42-47, do not appear to retain qualities or characteristics that would make it eligible for nomination to the National Register; therefore, they do not merit protection under ARPA.

Isolated Occurrence

The IO lacks integrity. The IO does not appear to be eligible for nomination to the National Register under criteria a through d. Although, IO 1 does meet the 100-year age requirement necessary for classification as an archaeological resource under ARPA, it is no longer of archaeological interest. Thus, it does not appear to merit protection under ARPA.

Burial Plot and Burials

The burial plot and five tree burials do not represent a type of resource normally considered eligible for inclusion on the National Register of Historic Places. The burial plot and the tree burials are not of archaeological interest and they do not meet the 100-year age requirement necessary for protection under ARPA.

Traditional Cultural Properties

TCP 1 is possibly considered a significant dwelling place of a spiritual deity that retains integrity associated with Navajo traditional and ceremonial use along this terrain. TCP 2 and TCP 3 also retain integrity associated with the Navajo traditional and ceremonial usage. The TCPs appear to contribute to the health and well-being of the Navajo people and appear to be eligible for inclusion on the National Register under criterion a. The TCPs appear to retain research potential regarding Navajo regional history. Therefore, The TCPs appear to be eligible for inclusion on the National Register under criterion d. TCP 1 and TCP 3 are more than 50 years old; however, TCP 2 appears not to meet the 50-year guideline eligibility. In regards to Bulletin 38 and the question of whether a TCP is a property that has integral relationship to traditional cultural practices or beliefs, and whether the condition of the property is such that the relevant relationships survive and continue to exist, both questions can be affirmative where the TCPs are concerned. Concerning ARPA, TCP 1 and TCP 3

probably meet the 100-year age requirement necessary for classification as an archaeological resource under ARPA. TCP 1 and TCP 3 maybe of archaeological interest; therefore, TCP 1 and TCP 3 do appear to merit protection under ARPA. However, TCP 2 maybe of archaeological interest but does not appear to meet the 100-year guideline eligibility for protection under ARPA.

Recommendations

Archaeological Sites

Site AZ-I-42-48 appears to be Register-eligible property and was identified within the northern edge of the proposed project area. Since the site is considered significant, a determination of no historic properties affected is recommended for the proposed undertaking provided that the site is avoided by 1) prohibiting construction activities from within 50 feet (15.24 m) of the site; 2) constructing a temporary barrier/or chain linked fence around the site and the construction area; and 3) monitor all construction activities within 200 feet (60.98 m) of the site to ensure the site is not impacted. The remaining two sites, AZ-I-42-46 and AZ-I-42-47, do not appear to be Register-eligible properties; thus, a determination of no historic properties affected is recommended for the proposed undertaking in the area of both of these sites.

Isolated Occurrence

A determination of no historic properties affected is recommended for the proposed undertaking in the area of the IO since the IO is not considered significant resources at this time. No further stipulations concerning the proposed undertaking in the area of the IO is recommended.

Burial Plot and Burials

Since the burial plot is located inside an archaeological site (AZ-I-42-48), the burial plot including the site can be avoided if all proposed construction activities are restricted from the northern project boundary. Additionally, the five tree burials are identified near the site and burial plot and can be avoided if proposed undertakings are avoided along the terrain and north of the project area. Therefore, a determination of no historic properties affected is recommended for the proposed undertaking in the area of the burial plot and five tree burials provided that the burial plot is avoided by at least 200 feet (60.98 m).

Traditional Cultural Properties

The snake pit (TCP 1), a fire pit (TCP 2), and a sweat lodge (TCP 3) are located in the southwestern portion of the inventoried project area. The TCPs will not be affected by the proposed construction activities since all construction activities stated under this project are proposed to occur in the eastern section on the terrace of the inventoried area. Thus, a determination of no historic properties affected is recommended provided that the current undertaking avoid these TCPs by at least 200 feet.

References Cited

Linford, Laurance D.

2000 *Navajo Places. History, Legend, Landscape.* The University of Utah Press, Salt Lake City, Utah.

Touchette, Judith G., Denise R. Copeland, and Maxine Yazzie

1998 *A Class III Cultural Resources of Diné College Tract and Access Roads at Tsaile, Apache County, Arizona.* DCDI Report 98-092. Division of Community Development, Window Rock, Arizona.

Van Valkenburgh, Richard F.

1974 Navajo Sacred Places. In *Navajo Indians III*, edited by Clyde Kluckhohn, pp. 9-199. Garland Publishing, New York, New York.

10/25/2002 FRI 15:05 FAX 505 - 865 0308

HISTORIC PRESERVATION DEPARTMENT

CULTURAL RESOURCES COMPLIANCE FORM
HISTORIC PRESERVATION DEPARTMENT
P O BOX 4950
WINDOW ROCK, ARIZONA 86515

ROUTING: COPIES TO
AZ SHPO
XX REAL PROPERTY MGT/330
XX CIP

NNHPD NO. HPD-99-166
OTHER PROJECT NO.

DCDI-98-092

PROJECT TITLE: A Cultural Resources Inventory of the Diné College Tract and Access Roads at Tsailie, Apache County, Arizona

LEAD AGENCY: BIA/NAO

SPONSORS: 1) Capitol Improvement Project Development, P O Box 1510, Window Rock, Arizona 86515
2) Diné College, Tsailie, Arizona 86556

PROJECT DESCRIPTION: The proposed undertaking will involve construction of student and staff housing, utility upgrades, parking lot improvement, and road rehabilitation within the surveyed area. Ground disturbance will be intensive and extensive.

LAND STATUS: Tribal Trust

CHAPTER: Tsailie

LOCATION: Unplanned & projected T33N, R29E; Apache County, Arizona G&SRPM&B

PROJECT ARCHAEOLOGIST: Judith G. Touchette

NAVAJO ANTIQUITIES PERMIT NO.: Navajo Nation Code (19 NNC 100) §302 et seq.)

DATE INSPECTED: 10/26-28/98

DATE OF REPORT: 2/19/99

TOTAL ACREAGE INSPECTED: 173.35

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.

LIST OF CULTURAL RESOURCES FOUND: (1) Site, (2) Isolated Occurrences (IOs) & (11) In-use Areas (IUAA-IO)
LIST OF ELIGIBLE PROPERTIES: (1) AZ-I-42-18
LIST OF NON-ELIGIBLE PROPERTIES: (2) IOs & (11) IUAA-IUAX
LIST OF ARCHAEOLOGICAL RESOURCES: None

EFFECT/CONDITIONS OF COMPLIANCE: This undertaking will have no effect on historic properties identified provided the following conditions are met.

- 1) Prior to construction, site AZ-I-42-18 will be flagged and construction foreman will be shown the location of this site by a qualified archaeologist.
- 2) No vehicular traffic will be allowed within the site boundary.
- 3) All ground disturbance within 50 feet of AZ-I-42-18 will be monitored by a qualified archaeologist.
- 4) A brief (letter) report documenting the result of monitoring will be submitted to NNHPD, Compliance Section, within 30 days of monitoring.

In-use areas C, D, E & F shall be avoided by 50 feet due to American Indian Religious Freedom Act (AIRFA) concerns. These four areas qualify as Traditional Cultural Properties (TCPs).

In the event of a discovery ("discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices), all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department (NNHPD) must be notified at (520) 871-7132.

HPD-99-166

page 2

FORM PREPARED BY: James Dryer
FINALIZED: April 6, 1999

Notification to
Proceed Recommended:
Conditions:

Yes XX No
Yes XX No

Alan S. Downer
Alan S. Downer
Navajo Nation Historic Preservation Officer
4-6-99
Date

Agency Approval:

Yes X No

Anthony J. Russell
Area Director

4/20/99
Date



THE NAVAJO NATION
Historic Preservation Department
PO Box 4950, Window Rock, AZ 86515
TEL: (928) 871-7198 / 7134 FAX: (928) 871-7886

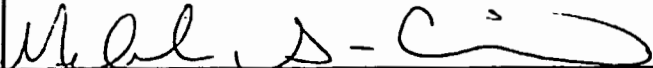
TRADITIONAL CULTURAL PROPERTY (TCP) RECORD
SEARCH VERIFICATION FORM

TCP WILL NOT SIGN/APPROVE IF THIS PORTION IS LEFT BLANK

Project Information:	
DATE	December 5, 2017
RESEARCHER & COMPANY	Heritage Management Services of Navajo Nation Heritage & Historic Preservation Department
PROJECT NAME	Tsaiile Dine College Campus 180 Acre Expansion for ceremonial grounds.
PROJECT/PERMIT NUMBER	NTC HMS-18-006
PROJECT LOCATION	Tsaiile, Az Provisional Edition 1982

TO BE FILLED OUT & SIGNED BY AUTHORIZED NNHPD STAFF ONLY

A literature search of TCP Records at NNHPD on the above date indicates the following:	
<input checked="" type="checkbox"/>	There are <u>no</u> TCP(s) present within the project area and/or buffer zone. The project may proceed as proposed.
<input type="checkbox"/>	TCP(s) <u>are</u> present within the project area and/or buffer zone. Project may have the potential to adversely affect TCP(s). Please document TCP(s) as a summary (with only general location information) in the body of reports submitted for review to HPD/CRCs. Give full detail on the TCP Documentation Forms in a separate, and clearly labeled, confidential appendix.
<input type="checkbox"/>	Project may proceed with the following stipulations:
<input type="checkbox"/>	Further consultation is required. Consult with the following:
<input type="checkbox"/>	There are no mitigative measures. Project may not proceed.

NNHPD/TCP Program Reviewer:		Date: 12/5/17
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Return this form along with report to the NNHPD/Compliance Section

Note: In addition to the TCP Record search, the consultant must demonstrate that a good-faith effort to consult with 1.) Surface user(s): grazing-permit holder(s) (individuals whose consents for right-of-way have been sought by developer); any other residents in or within view of the proposed project area. 2. Chapter(s) within which the proposed project is located: chapter officers and/or delegate(s) of the Navajo Nation Council; at the request of any of these individuals, the developer's consulting anthropologist will also make a presentation at a meeting of general chapter membership. 3. Other knowledgeable people recommended by the present surface user(s), chapter officials, and chapter members.



THE NAVAJO NATION
HERITAGE & HISTORIC PRESERVATION DEPARTMENT
PO Box 4950, Window Rock, Arizona 86515
TEL: (928) 871-7198 FAX: (928) 871-7886

CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:

☒ HMS

NNHPD NO.: **HPD-18-203**

OTHER PROJECT NO.: **HMS-18-006**

PROJECT TITLE: A Cultural Resources Inventory of the Proposed Diné College 180-Acre Tract in Tsaille, Apache County, Arizona

LEAD AGENCY: BIA/NR

SPONSOR: Delbert Paquin, Director of Projects & Operations, Diné College, PO Box 580, Shiprock, New Mexico 87420

PROJECT DESCRIPTION: The proposed undertaking will involve the development of an area for the Cultural and Language Immersion Camp which will consist of constructing several Navajo Hogans. Ground disturbing activities will be strategic and minimal except in areas where roads will be improved. The area surveyed is 180-acres.

LAND STATUS: Navajo Tribal Trust

CHAPTER: Tsaille/Wheatfields

LOCATION: T. 33 N., R. 29 E- Sec. 2/3 Tsaille Quadrangle, Apache County

Arizona
G&SRPM

PROJECT ARCHAEOLOGIST: Lindsey Benally & Santana Yazzie

NAVAJO ANTIQUITIES PERMIT NO.: NTC

DATE INSPECTED: 12/14/17, 12/19/17 & 12/26/17

DATE OF REPORT: 02/02/18

TOTAL ACREAGE INSPECTED: 180.0 - ac

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart.

(3) SITES

AZ-I-42-46, AZ-I-42-47, AZ-I-42-48 (contains burials HMS-18-006/B 1, 2, 3)

(3) TRADITIONAL CULTURAL PROPERTIES (TCPs)

HMS-18-006/TCP 1, 2, 3

(5) JISCHAA'/TREE BURIALS

HMS-18-006/B-4, 5, 6, 7, 8

(1) ISOLATED OCCURRENCE (IO)

(1) SITE

AZ-I-42-48

(3) TCPs

HMS-18-006/TCP 1, 2, 3

LIST OF CULTURAL RESOURCES FOUND:

LIST OF ELIGIBLE PROPERTIES:

-DOCUMENT IS VOID IF ALTERED-

LIST OF NON-ELIGIBLE PROPERTIES:

(2) SITES
AZ-I-42-46, AZ-I-42-47

(5) JISHCHAA'/TREE BURIALS
HMS-18-006/B-4, 5, 6, 7, 8

(1) IO

LIST OF ARCHAEOLOGICAL RESOURCES:

None

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected with the following conditions:

SITE AZ-I-42-48:

Site & burial plot will be avoided by all ground disturbing activities by a minimum of 100-ft from the site boundary.

SITES AZ-I-42-46, AZ-I-42-47:

No further work is warranted. Site recordation & ethnography exhausted the site's research potential.

JISHCHAA'/ TREE BURIALS

Burials are to be avoided by 100-ft by all construction/ground disturbing activities.

TCPs:

TCPs will be avoided by all ground disturbing activities by a minimum of 100-ft. from boundaries.

In the event of a discovery ("discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices), all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

FORM PREPARED BY: Tamara Billie

FINALIZED: June 27, 2018

Notification to Proceed
Recommended

☒ Yes ☐ No

Conditions:

☒ Yes ☐ No

Richard M. Begay, Dept. Mgr./HPO
The Navajo Nation
Heritage & Historic Preservation Department

Date

Navajo Region Approval

☒ Yes ☐ No

BIA - Navajo Regional Office

Date

-DOCUMENT IS VOID IF ALTERED-



THE NAVAJO NATION
HERITAGE & HISTORIC PRESERVATION DEPARTMENT
PO Box 4950, Window Rock, Arizona 86515
TEL: (928) 871-7198 FAX: (928) 871-7886

CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:

☒ ISB

NNHPD NO.: **HPD-18-459**

OTHER PROJECT NO.: **ISB-18-085**

PROJECT TITLE:

A Cultural Resource Inventory of Dine' College Campus Tract, 841 Acres, in Tsaile/Wheatfields Chapter, Apache County, Arizona

LEAD AGENCY:

BIA/NR

SPONSOR:

Dean Gamble, Land Management Specialist/Assistant Project Manager, Dine' College
P.O. Box C12, Tsaile, Arizona 86556

PROJECT DESCRIPTION:

Dine' College proposes application to obtain a lease for a withdrawn college campus tract for the purposes of future development within the college campus tract. Future development within the campus tract will include the construction of new buildings and roads with associated facilities of water and power to accommodate new and existing facilities. Construction activities will include surface and subsurface ground disturbance with the use of earthmoving equipment to excavate, level and drill within the campus tract. The total acreage for the Dine' College campus tract is 1,255.61 acres, refer to Figure 1. Previous cultural resource inventories have been conducted within the college campus tract, refer to Figure 2. The total area of effect for this undertaking is 841 acres. The total area inventoried for this undertaking is 841 acres (36,633,960 sq. ft.) (3,403,406.3 sq. m.) (340.3 hectares). Ground disturbance will be intensive & extensive.

LAND STATUS:

Navajo Tribal Trust

CHAPTER:

Tsaile/Wheatfields

LOCATION:

Projects are located on the Tsaile Quadrangle, Apache County, Arizona G&SRPM

T. 33 N., R. 29 E- Sec. 10, 9, 4, 3, 2

T. 34 N., R. 29 E- Sec. 34, 35

PROJECT ARCHAEOLOGIST:

Iris Shirley Begay

NAVAJO ANTIQUITIES PERMIT NO.:

B18350

DATE INSPECTED:

03/15/18 – 05/02/18

DATE OF REPORT:

04/16/2018

TOTAL ACREAGE INSPECTED:

841.0 - ac

METHOD OF INVESTIGATION:

Class III pedestrian inventory with transects spaced 15 m apart.

-DOCUMENT IS VOID IF ALTERED-

LIST OF CULTURAL RESOURCES FOUND:

(27) SITES

AZ-I-42-50, AZ-I-42-51, AZ-I-42-52, AZ-I-42-53,
AZ-I-42-54, AZ-I-42-55, AZ-I-42-56, AZ-I-42-57,
AZ-I-42-58, AZ-I-42-59, AZ-I-42-60, AZ-I-42-61,
AZ-I-42-62, AZ-I-42-63, AZ-I-42-64, AZ-I-42-65,
AZ-I-42-66, AZ-I-42-67, AZ-I-42-68, AZ-I-42-69,
AZ-I-42-70, AZ-I-42-71, AZ-I-42-72, AZ-I-42-73,
AZ-I-42-74 AZ-I-42-75, AZ-I-42-76

(92) ISOLATED OCCURRENCES (IO)

(13) IN-USE SITES (IUS)

(4) TRADITIONAL CULTURAL PROPERTIES (TCP)

LIST OF ELIGIBLE PROPERTIES:

(3) SITES

AZ-I-42-74, AZ-I-42-75, AZ-I-42-76

(4) TRADITIONAL CULTURAL PROPERTIES (TCP)

LIST OF NON-ELIGIBLE PROPERTIES:

(24) SITES

AZ-I-42-50, AZ-I-42-51, AZ-I-42-52, AZ-I-42-53,
AZ-I-42-54, AZ-I-42-55, AZ-I-42-56, AZ-I-42-57,
AZ-I-42-58, AZ-I-42-59, AZ-I-42-60, AZ-I-42-61,
AZ-I-42-62, AZ-I-42-63, AZ-I-42-64, AZ-I-42-65,
AZ-I-42-66, AZ-I-42-67, AZ-I-42-68, AZ-I-42-69,
AZ-I-42-70, AZ-I-42-71, AZ-I-42-72, AZ-I-42-73

(13) IN-USE SITES

(92) ISOLATED OCCURRENCES (IO)

LIST OF ARCHAEOLOGICAL RESOURCES:

NONE

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected with the following conditions:

SITE AZ-I-42-74:

1. Site boundary will be flagged by a qualified archaeologist prior to any ground disturbing activities.
2. Site will be avoided by a minimum of 50-ft from site boundary

Site AZ-I-42-75:

1. Site boundary will be flagged by a qualified archaeologist prior to any ground disturbing activities.
2. Site will be avoided by a minimum of 100-ft from site boundary.

Site AZ-I-42-76:

- 1 Site boundary will be flagged by a qualified archaeologist prior to any ground disturbing activities
- Site will be avoided by a minimum of 100-ft from site boundary.

-DOCUMENT IS VOID IF ALTERED-

SITES AZ-I-42-50, AZ-I-42-51, AZ-I-42-52, AZ-I-42-53, AZ-I-42-54, AZ-I-42-55, AZ-I-42-56, AZ-I-42-57, AZ-I-42-58, AZ-I-42-59, AZ-I-42-60, AZ-I-42-61, AZ-I-42-62, AZ-I-42-63, AZ-I-42-64, AZ-I-42-65, AZ-I-42-66, AZ-I-42-67, AZ-I-42-68, AZ-I-42-69, AZ-I-42-70, AZ-I-42-71, AZ-I-42-72, AZ-I-42-73:

No further work is warranted. Recordation has exhausted all research potential.

TCPs:

TCPs will be avoided by all ground disturbing activities by a minimum of 100-ft. from boundaries.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

FORM PREPARED BY: Tamara Billie
FINALIZED: September 28, 2018

Notification to Proceed
Recommended

☒ Yes ☐ No

Conditions:

☒ Yes ☐ No

Richard M. Begay
Richard M. Begay, Dept. Mgr./THPO
The Navajo Nation
Heritage & Historic Preservation Department

10/2/18
Date

Navajo Region Approval

☒ Yes ☐ No

[Signature]
BIA - Navajo Regional Office

10/16/18
Date

[Signature], 10/16/2018

-DOCUMENT IS VOID IF ALTERED-



THE NAVAJO NATION
HERITAGE & HISTORIC PRESERVATION DEPARTMENT

PO Box 4950, Window Rock, Arizona 86515
TEL: (928) 871-7198 FAX: (928) 871-7886

CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:	NNHPD NO.: HPD-18-203
<input checked="" type="checkbox"/> HMS	OTHER PROJECT NO.: HMS-18-006

PROJECT TITLE: A Cultural Resources Inventory of the Proposed Diné College 180-Acre Tract in Tsaile, Apache County, Arizona

LEAD AGENCY: BIA/NR

SPONSOR: Delbert Paquin, Director of Projects & Operations, Diné College, PO Box 580, Shiprock, New Mexico 87420

PROJECT DESCRIPTION: The proposed undertaking will involve the development of an area for the Cultural and Language Immersion Camp which will consist of constructing several Navajo Hogans. Ground disturbing activities will be strategic and minimal except in areas where roads will be improved. The area of surveyed is 180-acres.

LAND STATUS:	Navajo Tribal Trust												
CHAPTER:	Tsaile/Wheatfields												
LOCATION:	T.	<u>33</u>	N.,	R.	<u>29</u>	E-	Sec.	<u>2</u> <u>3</u>	Tsaile	Quadrangle,	Apache	County	Arizona G&SRPM
PROJECT ARCHAEOLOGIST:	Lindsey Benally & Santana Yazzie												
NAVAJO ANTIQUITIES PERMIT NO.:	NTC												
DATE INSPECTED:	12/14/17, 12/19/17 & 12/26/17												
DATE OF REPORT:	02/02/18												
TOTAL ACREAGE INSPECTED:	180.0 - ac												
METHOD OF INVESTIGATION:	Class III pedestrian inventory with transects spaced <u>15</u> m apart.												
LIST OF CULTURAL RESOURCES FOUND:	<u>(3) SITES</u> AZ-I-42-46, AZ-I-42-47, AZ-I-42-48 (contains burials HMS-18-006/B 1, 2, 3) <u>(3) TRADITIONAL CULTURAL PROPERTIES (TCPs)</u> HMS-18-006/TCP 1, 2, 3 <u>(5) JISCHAA'/TREE BURIALS</u> HMS-18-006/B-4, 5, 6, 7, 8 <u>(1) ISOLATED OCCURRENCE (IO)</u>												
LIST OF ELIGIBLE PROPERTIES:	<u>(1) SITE</u> AZ-I-42-48 <u>(3) TCPs</u> HMS-18-006/TCP 1, 2, 3												

-DOCUMENT IS VOID IF ALTERED-

<p>LIST OF NON-ELIGIBLE PROPERTIES:</p>	<p><u>(2) SITES</u> AZ-I-42-46, AZ-I-42-47</p> <p><u>(5) JISCHAA'/TREE BURIALS</u> HMS-18-006/B-4, 5, 6, 7, 8</p> <p><u>(1) IO</u></p>
<p>LIST OF ARCHAEOLOGICAL RESOURCES:</p>	<p>None</p>

EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected with the following conditions:

SITE AZ-I-42-48:

Site & burial plot will be avoided by all ground disturbing activities by a minimum of 100-ft from the site boundary.

SITES AZ-I-42-46, AZ-I-42-47:

No further work is warranted. Site recordation & ethnography exhausted the site's research potential.

JISHCHAA'/ TREE BURIALS

Burials are to be avoided by 100-ft by all construction/ground disturbing activities.

TCPs:

TCPs will be avoided by all ground disturbing activities by a minimum of 100-ft. from boundaries.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

FORM PREPARED BY: **Tamara Billie**

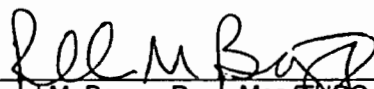
FINALIZED: June 27, 2018

Notification to Proceed
Recommended

☒ Yes ☐ No

Conditions:

☒ Yes ☐ No



Richard M. Begay, Dept. Mgr./TPO
The Navajo Nation
Heritage & Historic Preservation Department

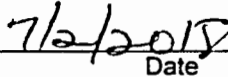


Date

Navajo Region Approval

☒ Yes ☐ No


BIA - Navajo Regional Office


Date

-DOCUMENT IS VOID IF ALTERED-

Document No. 021072Date Issued: 07/19/2023**EXECUTIVE OFFICIAL REVIEW**Title of Document: DINE COLLEGE SCHOOL LEASE Contact Name: ANDERSON ABASTA, ETTIEProgram/Division: DIVISION OF NATURAL RESOURCESEmail: eaabasta@navajo-nsn.gov Phone Number: 928-871-6447

			Sufficient	Insufficient
<input type="checkbox"/>	Business Site Lease			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)			
	3. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications			
	1. Office of Management and Budget: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Navajo Housing Authority Request for Release of Funds			
	1. NNEPA: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lease Purchase Agreements			
	1. Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	(recommendation only)			
	2. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Grant Applications			
	1. Office of Management and Budget: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Controller: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Relinquishment of Navajo Membership			
	1. Land Department: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. Elections: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. Office of the Attorney General: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

#21072

☐ Land Withdrawal or Relinquishment for Commercial Purposes

1. Division:

Date:

Sufficient

Insufficient

2. Office of the Attorney General:

Date:

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

1. NLD

Date:

8/22/23

☒☐

2. F&W

Date:

☐☐

3. HPD

Date:

☐☐

4. Minerals

Date:

☐☐

5. NNEPA

Date:

☐☐

6. DNR

Date:

☐☐

7. DOJ

Date:

8/11/23

☒☐☐ Rights of Way

1. NLD

Date:

☐☐

2. F&W

Date:

☐☐

3. HPD

Date:

☐☐

4. Minerals

Date:

☐☐

5. NNEPA

Date:

☐☐

6. Office of the Attorney General:

Date:

☐☐

7. OPVP

Date:

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

1. Minerals

Date:

☐☐

2. OPVP

Date:

☐☐

3. NLD

Date:

☐☐☐ Assignment of Mineral Lease

1. Minerals

Date:

☐☐

2. DNR

Date:

☐☐

3. DOJ

Date:

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

1. NLD

Date:

☐☐

2. F&W

Date:

☐☐

3. HPD

Date:

☐☐

4. Minerals

Date:

☐☐

5. NNEPA

Date:

☐☐

6. DNR

Date:

☐☐

7. DOJ

Date:

☐☐

8. OPVP

Date:

☐☐☐ OTHER:

1.

Date:

☐☐

2.

Date:

☐☐

3.

Date:

☐☐

4.

Date:

☐☐

5.

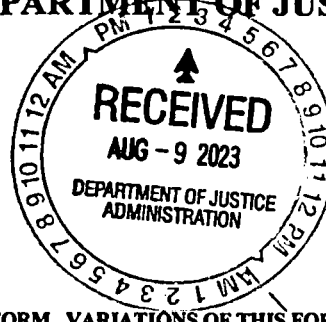
Date:

☐☐



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
8/9/23 2:23 PM
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 21012
SAS #:
UNIT: NAM

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST:	8/7/2023	DIVISION:	Division of Natural Resources
CONTACT NAME:	Ettie Anderson Abasta	DEPARTMENT:	General Land Development Department
PHONE NUMBER:	871-6447	E-MAIL:	eaabasta@navajo-nsn.gov

TITLE OF DOCUMENT: Dine College School Lease

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	8/9/23 3:10 PM	REVIEWING ATTORNEY/ADVOCATE:	Irvin Chee 8/22/23
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DATE TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

Document is legally sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Irvin Chee	8-10-23	VB Blackhat	8/11/23 3:45 PM





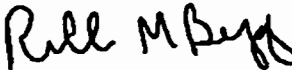
DOJ Secretary Called: _____ for Document Pick Up on _____ at _____ By: _____

PICKED UP BY: (Print) _____ DATE / TIME: _____

NNDOJ/DRRF-July 2013

Note The submittal is for a lease; however, ROW Terms + condition were also included in the packet. The documents do not indicate that there is a ROW - so it should be removed from the packet. (Not clear why it was included to begin with), VB

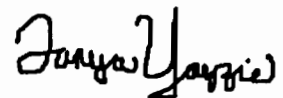
Tier 1 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Jeremy Bekis (NLTDS and GLDD)	Remedial Project Manager	Navajo Nation EPA	Approved	1. Document Approved due to User inaction within 10 Business Days	1. No Reply	03-Aug-2023	
Shelby Dayzie - EPA (NLTDS and GLDD)	Remedial Project Manager	Navajo Nation EPA	Approved	1. Document Approved due to User inaction within 10 Business Days	1. No Reply	03-Aug-2023	
Eugenia Quintana EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA	Approved	no comments	No Reply	28-Jul-2023	
Glenna Lee EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA	Approved	no comments	No Reply	28-Jul-2023	
Olsen John (NLTDS and GLDD)	Archaeologist	Navajo Nation Heritage and Historic Preservation Department	Approved	no comments	No Reply	21-Jul-2023	
Richard Begay NNHP (NLTDS and GLDD)	Department Manager III (Approver)	Navajo Nation Heritage and Historic Preservation Department	Approved	1. I have attached a later version of the CRCF and cult res inventory. The college grounds	1. No Reply	21-Jul-2023	

were surveyed in 2018 by NNHHPD-HMS. The report no. is HPD-18-203. Please note the 2018 identified a number of cultural resources and the Conditions of Compliance requires some measures to protect the resources.

Rolf J. Nabahe (NLTDS and GLDD)	Senior Archeologist (Reviewer)	Navajo Nation Heritage and Historic Preservation Department	Approved	<i>no comments</i>	<i>No Reply</i>	21-Jul-2023
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Tanya Yazzie (NLTDS and GLDD)	Environmental Specialist	Navajo Nation EPA	Approved	<i>no comments</i>	<i>No Reply</i>	02-Aug-2023
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Warren Roan - EPA (NLTDS and GLDD)	Environmental Department Manager	Navajo Nation EPA	Approved	<i>no comments</i>	<i>No Reply</i>	02-Aug-2023
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Leanna Begay (NLTDS and GLDD)	Wildlife Manager	Navajo Nation Fish and Wildlife	Approved	<i>no comments</i>	<i>No Reply</i>	27-Jul-2023
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T. Kim Navajo Navajo Approve *no comments* *No Reply* 27-Jul-
Yazzie Nation Fish Nation Fish d 2023
(NLTDS and Wildlife and Wildlife
and
GLDD)

Verna Navajo Navajo Approve 1. Updated 1. *No* 27-Jul-
Tsosie Nation Fish Nation Fish d BRCF will *Reply* 2023
(NLTDS and Wildlife and Wildlife be uploaded
and when
GLDD) available.

Verna Tsosie

Robert Attorney Division of Approve *no comments* *No Reply* 20-Jul-
Allan (Approver) Natural d 2023
DNR Resources
(NLTDS
and
GLDD)

Robert O. Allan

W. Mike Division Administrati Approve *no comments* *No Reply* 20-Jul-
Halona - Director of on d 2023
DNR Division of
(NLTDS Natural
and Resources
GLDD)

Dorothy Senior Navajo Approve 1. Approval 1. *No* 21-Jul-
Barber- Environmen Nation EPA d granted. *Reply* 2023
Redhorse tal Specialist
(NLTDS
and
GLDD)

Please
adhere to
the Clean
Water Act,
federal and
tribal
regulations
and laws.
Contact
Navajo EPA
Water
Quality and
NPDES
Program at
928-871-
7690. Thank
you. DBR

Dorothy Barber - Redhorse

Patrick Antonio EPA (NLTDS and GLDD) Principal Navajo Nation Hydrologist EPA d Approve no comments No Reply 21-Jul-2023

Patrick Antonio

Rebecca Gilchrist MIN (NLTDS and GLDD) Senior Mining Engineer (Reviewer) Minerals Department d Approve no comments No Reply 26-Jul-2023

Rebecca Gilchrist

Richard Carlton (NLTDS and GLDD) Senior Geologist Minerals Department d Approve no comments No Reply 26-Jul-2023

Richard Carlton

Steven Prince MIN (NLTDS and GLDD) Principal Petroleum Engineer (Approver) Minerals Department d Approve no comments No Reply 26-Jul-2023

Steven L. Prince

William B. Raines (NLTDS and GLDD) Program Manager Minerals Department d Approve 1 This vote is contingent upon the uploaded TAA Terms and Conditions, EOR_21072/13 553 permanently included in the application approval package. WBR 7/26/23. 1 No 26-Jul-2023 Repl y

William B. Raines

Frederick Sherman EPA (NLTDS and GLDD) Senior Environmental Specialist Navajo Nation EPA d Approve no comments No Reply 24-Jul-2023

Frederick Sherman

Norvina Environmen Navajo Approve *no comments* No Reply 24-Jul-
Charlesto tal SpecialistNation EPA d 2023
n
(NLTDS
and
GLDD)

Maaco

Jason Department Department Approve *no comments* No Reply 19-Jul-
John Manager III of Water d 2023
(NLTDS Resources
and
GLDD)

JS

Najamh Branch Department Approve *no comments* No Reply 19-Jul-
Tariq Director of Water d 2023
(NLTDS (Reviewer) Resources
and
GLDD)

Tariq

Merle Environmen Navajo Approve *no comments* No Reply 20-Jul-
Chischillytal SpecialistNation EPA d 2023
(NLTDS
and
GLDD)

Yolanda Environmen Navajo Approve *no comments* No Reply 20-Jul-
Barney tal Program Nation EPA d 2023
NNEPA Manager
(NLTDS
and
GLDD)

YBarney

Byron Acting NLD Approve *no comments* No Reply 21-Jul-
Bitsoie Sr Department d 2023
(NLTDS -Manager III
Admin) (Approver)

Bitsoie

Tier 13 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
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Irvin Chee Principal Navajo
(NLTDS Tribal Nation
and Court Department
GLDD) Advocate of Justice
e

Approved no
d comments No
Reply 11-Aug-
2023

A-H

Veronica Assistant Navajo
Blackhat Attorney Nation
(NLTDS General Department
and of Justice
GLDD)

Approved 1. This
d submittal 1. No
Reply 11-Aug-
2023
is for a
land lease
but ROW
terms and
conditions
were also
included.
There is
no
indication
from the
documents
that Dine
College is
seeking a
ROW. The
ROW
terms and
conditions
should be
removed
from the
packet.

V. Blackhat

Tier 14 Document Voting Results

User Name (Facility)	Job Title	Department	Vote Cast	Comments	Replies	Vote Date	Signature
Bidtah Becker	Chief Legal Counsel	OPVP	Approved no comments	No Reply			<i>B. Becker</i>
Brittany Smith	Executive Staff Assistant						

Individuals in blue font performed the Approval on behalf of all members in the group.
This is possible when Peer Approval has been enabled for the Project.



General Land Development Department
PO Box 69 | St. Michaels, AZ 86511
928-871-6447 | gldd.org
Environmental Compliance Determination



Project Information

Title: Dine College Educational Lease "Tsaile Main Campus"

Size: +/- 1,182.11 acres

Legal Description: Sections 2,3,4,9 & 10 in Township 33 North, Range 29 East and Sections 34 & 35 in Township 34 North, Range 29 East, G.&S.R. Meridian, Tsaile/Wheatfields Chapter, Apache County, Arizona

Environmental Compliance Determination

The proposed lease will be lawfully granted by the Navajo Nation through the authority of 25 U.S.C. §415(e) and Navajo Nation Council Resolution No. CO-53-13 codified at 16 N.N.C. §2301.

The Environmental Compliance Determination (ECD) issued by the General Land Development Department confirms that the above-mentioned lease application meets the environmental clearance criteria of the Navajo Nation General Leasing Regulations (16 N.N.C. § 2301 et. Seq.). The proposed Education Lease poses no significant impact(s) to the cultural, biological and the natural environments of the Navajo Nation.

Environmental Clearance Reviews

If at any time any historical properties, archeological resources, human remains, or other cultural items not previously reported are encountered, all activity will cease and the Navajo Nation Historic and Heritage Preservation Department will be contacted immediately. Furthermore, the aforementioned Education Lease applicant will also consult with the Navajo Nation Environmental Protection Agency (NNEPA) to ensure compliance with all Navajo Nation Environmental laws and permits (4 N.N.C. § 901 et. Seq.)

This ECD is valid so long as the "Effect/Conditions of Compliance" out-lined on "Cultural Resources Compliance Form (NNHPD No. HPD-99-166)" and the "Biological Resource Compliance Form (NNDFW Review No. 17dinec01a3)" are implemented.

If at any time over the duration of the term of the Education Lease an environmental taking or violation occurs, the grantee may be subject to disciplinary actions and possible cancellation of the lease. This pertains to all Navajo Nation and Federal environmental laws, regulations and policies applicable to the lease based undertaking.

Approved By


Steven Chischilly Jr., Environmental Specialist GLDD

7/13/2023

Date



DINÉ COLLEGE

THE HIGHER EDUCATION INSTITUTION OF THE NAVAJO

April 6, 2023

Navajo Land Department
ATTN: Steven Chischilly
PO Box
Window Rock, AZ 86515

Dear Mr. Chischilly:

Enclosed for your review is the General Land Development Department (GLDD) Land Lease package for the Diné College-Tsaile Campus. Per the request of the Land Department, Diné College is submitting this application to formally re-establish its land withdrawal based on the 1969 and 1972 Navajo Nation Advisory Committee Resolutions (ACO-302-69 & ACAP-87-72), respectively. Diné College desires to obtain a valid lease to continue to operate the first tribal college in the nation.

Attached for your review is the certified Survey Plot of the Tsaile Campus that consists of the maps illustrating the "before and after" maps, respectively. The "Before" map reflects the total acreage per the aforementioned resolutions, which consisted of 1,255.61 ac. The "After" map reflects the deductions of the Tsaile HIS Clinic (13.55ac), Tsaile Elementary School (40 ac.), and the Sandstone Housing (7 ac.), and excludes two smaller areas (the NTUA tower and water well on the north edge).

Diné College continues to improve every day and adheres to all tribal regulations in the development of its Master Plans of its campuses.

Thank you for your assistance.

Sincerely,

Dr. Charles M. Roessel, President
Diné College

