

LEGISLATIVE SUMMARY SHEET

Tracking No. 0276-19

DATE: September 17, 2019

AN ACTION RELATING TO LAW AND ORDER AND BUDGET AND FINANCE COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS AMENDED), FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 FOR THE LAW ENFORCEMENT-PATROL SERVICES ANNUAL FUNDING AGREEMENT FOR FISCAL YEAR 2020, CONTRACT NO. A16AV000383

PURPOSE: Approving P.L. 93-638 Contract No. A16AV000383 for law enforcement patrol services.

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

5-DAY BILL HOLD PERIOD: None
Website Posting Time/Date: 5:42 pm 9-19-19
Posting End Date: 9-24-19
Eligible for Action: 9-25-19

Law & Order Committee
Thence
Budget & Finance Committee

PROPOSED STANDING COMMITTEE RESOLUTION
24th NAVAJO NATION COUNCIL – First Year, 2019

INTRODUCED BY


(Prime Sponsor)

TRACKING NO. 0276-19

AN ACTION

RELATING TO LAW AND ORDER AND BUDGET AND FINANCE COMMITTEES;
APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO
NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER
25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS AMENDED), FOR THE PERIOD JANUARY
1, 2020 THROUGH DECEMBER 31, 2020 FOR THE LAW ENFORCEMENT-
PATROL SERVICES ANNUAL FUNDING AGREEMENT FOR FISCAL YEAR 2020,
CONTRACT NO. A16AV000383

SECTION ONE. AUTHORITY.

1. The Law and Order Committee of the Navajo Nation Council has oversight over law enforcement on the Navajo Nation. 2 N.N.C. 600 (C).
2. The Budget and Finance Committee of the Navajo Nation Council has the authority to approve and accept agreements including contracts and grants between the Navajo Nation and any federal authority, upon recommendation of the standing committee which has oversight of the division, department or program. 2 N.N.C. 301 (B)(15)

SECTION TWO. FINDINGS

1. The Navajo Police Department has submitted for review and approval the contract between the United States Department of the Interior and the Navajo Nation for

1 funding, under P.L.93-638, of law enforcement-patrol services for the period January
2 1, 2020 through December 31, 2020. See Exhibit A attached hereto.

- 3 2. The contract was been reviewed by the Navajo Nation Department of Justice and
4 found to be legally sufficient. See Exhibit A.
- 5 3. The Law and Order Committee and the Budget and Finance Committee of the Navajo
6 Nation Council find it to be in the best interest of the Navajo Nation to approve the
7 contract as found at Exhibit A.

8

9 **SECTION THREE. APPROVAL**

10 The Navajo Nation hereby approves the contract between the United States
11 Department of the Interior and the Navajo Nation for funding, under P.L.93-638, of
12 law enforcement-patrol services for the period January 1, 2020 through December 31,
13 2020, Contract No. A16AV000383, as found at Exhibit A.

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THE NAVAJO NATION

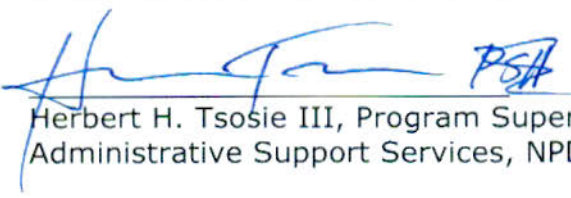
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

August 21, 2019



MEMORANDUM :

TO : §164 Reviewers
Navajo Nation Divisions, OPVP and Navajo Nation Council

FROM : 
Herbert H. Tsosie III, Program Supervisor II
Administrative Support Services, NPD/NDPS

SUBJECT : Navajo Police Department Re-contract Services

Your review and approval are requested under P.L. 93-638 to continue patrol services from January 2020 through December 2025.

There are no changes for the Scope of Work, Model Contract, and Annual Funding Agreement.

The budget increase from Fiscal Year 2019 includes updated AI and AK salary schedules for Regular Status Employees, Commission Personnel and Fringe Benefits rates of 47.88% and 47.98%. This proposed budget of \$28 million exceeds 480 FTE of filled and vacant positions.

Should you have any question(s) on this matter, please do not hesitate to call me at extension 7859.

attachments:

 082219

THE NAVAJO NATION

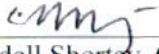


JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

August 16, 2019

MEMORANDUM

TO : Herbert Tsosie III, Program Supervisor II
Navajo Police Department/NDPS

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

SUBJECT : Document No. 013088 - Funding Proposal FY 2020 Funds for P. L. 93-638 Contract No. A16AV000383, Law Enforcement Patrol Services

The Instruction on Development of Funding Proposal for Fiscal Year 2020 Funds on P. L. 93-638 BIA Contracts was issued by memorandum of July 23, 2019 by CGS/OMB. The attached subject document was reviewed based on Sec. 3. E. of the Instruction and the attached CGS Document Review Check Sheet. Pursuant to Sec. 3. C. of the Instruction, the funding proposal is Successor Annual Funding Agreement (SAFA) type and supported by all required Attachments A - D. The document was deemed **Insufficient** due to the following compliance issues.

1. Sec. 3. D. of the Instruction indicate both the marked up and clean copy of the Scope of Work (SOW) that is endorsed by DOJ be attached to the funding proposal. Although the Request for Service (RFS) issued by DOJ indicating the SOW is legally sufficient is attached there is no notation there is "No Change" in the Scope of Work.
2. The proposed budget of \$28,290,371.61 does not comply with Sec. 3. D. fourth bullet of the Instruction. The recurring funds allocated in FY 2019 which is \$24,944,083.61 shall serve as base budget for FY 2020. If the proposed budget exceeds the base budget, justification shall be provided for the higher amount proposed. Justification is not provided on the amount that exceed the based budget by \$3,346,288.
3. The 164(B) Review Form was not signed by Jesse Delmar, Division Director of NDPS.

At present, the Timetable in the Instruction is at Activity 4. Which is the funding proposal be put in 164(B) review by the Program. The subject document is on schedule with the Timetable.

The issues raised above needs to be corrected by the Program before the document is submitted to OPVP so President Nez can sign the SAFA.

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

Attachment

Cc: file
Jesse Delmar, Division Director
Navajo Division of Public Safety

Document No. 013088Date Issued: 08/03/2019**SECTION 164 REVIEW FORM**Title of Document: SOW - L.E. PATROL P.L. 93-638 CONTRACT Contact Name: TSOSIE III, HERBERT HProgram/Division: DIVISION OF PUBLIC SAFETYEmail: hhtsosie@navajo-nsn.gov Phone Number: 928-8971-7859Division Director Approval for 164A: 

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

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

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

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

<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: <u>Chm5</u>	Date: <u>08/21/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OMB: <u>see memo</u>	Date: <u>8/16/2019</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: <u>see memo</u>	Date: <u>8/30/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M.O.A. or Letter of Assurance expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>



NAVAJO NATION DEPARTMENT OF JUSTICE

REQUEST FOR SERVICES



DOJ	
08/01/19 @ 3:27 PM	DATE / TIME
RFS #: 19-1748	
UNIT: Hsqn	

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST: 8/1/19 ENTITY/DIVISION: NDRS
 CONTACT NAME: H. Tsosie DEPARTMENT: NPD
 PHONE NUMBER: X7859 E-MAIL: htsosie@navajo-nsn.gov

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

Review draft SOW for 1638 Contract Renewal (5 hrs)
 for Police Services

DEADLINE: ASAP REASON: \$164 Run to start 8/5/19

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 8/2/19 @ 8:00 AM REVIEWING ATTORNEY/ADVOCATE: Cherie Espinoza

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

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient

REVIEWED BY: (PRINT) Cherie Espinoza DATE / TIME 8/2/19 8:53 AM

DOJ Secretary Called: HERB TSOSIE for Document Pick Up on 8/2/19 at 2:21 PM By: ni

PICKED UP BY: (PRINT) Herb Tsosie DATE / TIME: 8/2/19 2:50 PM



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

RECEIVED

2015 NOV 25 A 8:39

A. Authority and Purpose

1. Authority

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

2. Purpose

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

B. Terms, Provisions and Conditions

1. Term

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

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

2. Effective Date

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

3. Program Standards

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

4. Funding Amount

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

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

5. Limitation of Costs

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

6. Payment

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

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

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

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

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

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

7. Records and Monitoring

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

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

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

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

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

8. Property

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

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

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

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

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

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

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

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

9. Availability of Funds

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

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

10. Transportation

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

11. Federal program guidelines, manuals, or policy directives

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

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

12. Disputes

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

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

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

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

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

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

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

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

15. Contract Requirements, Approval by Secretary

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

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

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

C. **Obligation of the Contractor**

1. **Contract Performance**

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

2. **Amount of Funds**

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

3. **Contracted Programs**

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

4. **Trust Services for Individual Indians**

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

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

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

5. Fair and Uniform Services

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

D. Obligation of the United States

1. Trust Responsibility

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

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

2. Good Faith

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

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

3. Programs Retained

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

E. Other Provisions

1. Designated Officials

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

2. Contract Modifications or Amendment

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

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

3. Officials Not to Benefit

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

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

4. Covenant Against Contingent Fees

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

F. Attachments

1. Approval of Contract

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


2. Annual Funding Agreement

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

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

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

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


Russell Begaye, President
THE NAVAJO NATION

 BIA-2013-LZ-000096
Secretary, Department of the Interior, or designee
UNITED STATES OF AMERICA

FISCAL YEAR 2020
ANNUAL FUNDING AGREEMENT

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

BY AND BETWEEN

THE NAVAJO NATION

AND

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

FOR THE PERIOD

January 1, 2020 through December 31, 2020

Pursuant to 25 U.S.C. 5301 et. seq.
(Pub. L. 93-638, as amended)

ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement (“AFA”) is entered into between the Navajo Nation and the United States Department of the Interior (“DOI”), pursuant to the agreement between the Navajo Nation and DOI for Law Enforcement – Patrol Services, pursuant to Title I of the Indian Self-Determination and Education Assistance Act (“ISDEAA”), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

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

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

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

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

B. PROGRAM BUDGET AND FUNDING

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

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

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

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

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

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

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

6. DEOBLIGATION OF FUNDS.

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

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

C. TRIBAL SHARES

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

D. CONTRACT SUPPORT COST (CSC) FUNDS

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

1. Direct Contract Support Cost (DCSC) Funds

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

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

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

In addition to the amount identified in paragraphs B, C, and D(1) of this AFA, the Navajo Nation shall receive IDC funds applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered into between the Navajo Nation and its federal cognizant agent. The award of IDC funds will be made through a Supplemental Annual Funding Agreement entered into between the Navajo Nation and BIA-NRO. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of IDC funds that would otherwise be available under Section 106(a) (2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c) (2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in IDC funds when, and to the extent, such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the IDC funds associated with this AFA.

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

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

E. **PRE-AWARD COSTS**

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

amended.

F. APPLICABLE LAW

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

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

G. MANAGEMENT SYSTEMS

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

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

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

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

1. Accounting/Financial System

The Navajo Nation shall maintain a fiscal accounting system which will provide

accurate, current and complete information with respect to the Contract and this AFA in such a manner as to facilitate audit and review of the financial records consistent with federal statutory and regulatory requirements.

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

2. **Personnel Management**

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

3. **Records System**

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

- 1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.
- 2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control

Schedule.

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

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

H. EXAMINATION OF RECORDS.

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

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

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

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

expires earlier.

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

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

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

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

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

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

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

I. NAVAJO PREFERENCE

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

J. REPORTS

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

1. **Annual Federal Financial Report (FFR).** Notwithstanding the process set forth in Paragraph O(1) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual FFR to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and Grants Section/OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual FFR shall be submitted within 90 days after closure of each contract funding period.

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

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

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

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

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

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

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

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

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

K. SINGLE AUDIT REQUIREMENTS

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

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

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

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

L. TECHNICAL ASSISTANCE AND MONITORING

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in Paragraph O(1), BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include plan of action and a time frame for completion of the technical assistance.

2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.

3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide thirty (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:

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

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

c. The Monitoring Session shall be conducted pursuant to the Memorandum

of Understanding entered into by the Navajo Nation and BIA NRO.

M. FEDERAL TORT CLAIMS ACT

1. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.
2. In accordance with the requirement in 25 CFR Part 900, Subpart M, subsection 900.188(a), the Navajo Nation agrees to designate an individual to serve as tort claims liaison with the Federal government. The designated tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, and Subpart M. subsection 900.188(c).

N. CONTRACT ADMINISTRATION

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

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

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

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

by:

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

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

O. SEVERABILITY

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

P. EFFECT ON EXISTING RIGHTS

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

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

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

Q. EFFECTIVE DATE

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



Jonathan Nez, President

THE NAVAJO NATION



Date

Secretary, Department of the Interior,

Or designee

UNITED STATES OF AMERICA

Date

LAW ENFORCEMENT PATROL P.L. 93-638 CONTRACT

STATEMENT OF WORK

101. The Contractor shall perform the following Bureau program: LAW ENFORCEMENT SERVICES. Subject to the terms of the contract, the Annual Funding Agreement (AFA), and availability of funds, the Contractor shall perform police law enforcement activities as noted in the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, within Navajo Indian Country, as defined in 18 U.S.C. 1151. These services shall include:
- A. Maintaining law enforcement and crime prevention services as deemed necessary by the Contractor within the service area.
 - B. Enforcing applicable Navajo Nation and federal laws and ordinances.
 - C. Protecting private, public and government property within the service area (i.e. Public Hearings, Public Forums, Community Fairs and Events, Townhall Meetings.)
 - D. Providing community plans, prevention programs, as deemed necessary by the Contractor.
 - E. Creating and implementing specialized programs, task forces and teams for particular situations, including internal affairs investigations.
 - F. Responding to citizen's complaints or other request for law enforcement services within the service area.
 - G. Providing patrol services on and off roadways and in Indian communities within the service area.
 - H. Providing other services, such as serving criminal warrants, summons and subpoenas. Civil summons and other Navajo Nation Court orders may be served, provided the Contractor is properly reimburses for all travel related expenses and provided these services do not significantly interfere with Contractor's ability to carry out its daily responsibilities and duties to the general public.
 - I. Writing clear, concise and comprehensive case reports, preparing cases for and testifying in court.
 - J. Familiarizing law enforcement personnel with all applicable provisions of the Navajo Nations Codes, federal and state laws, this statement of work, and other necessary references.
 - K. Conducting search and rescue operations for missing persons, runaway children, drowning victims, and for other victims of natural and manmade emergencies.
 - L. Completing investigations of all unattended deaths that do not involve foul play.

- M. Serve, assist or provide documents to customers on finger printing, police reports, criminal traffic history, citations, etc. and charge / collect fees associated with that.
- N. Providing mutual aid assistance to the Office of Justice Service (OJS) areas (Moencopi Administrative Unit or the Ute Mountain Service Unit) related to law enforcement incidents that may require immediate assistance when OJS is not able to respond. Incidents may include providing back-up assistance on a traffic stop, perimeter control for a fleeing suspect or crowd control at a barricaded suspect location and will conclude upon the arrival of the OJS law enforcement.
- O. This contract does not include investigations for waste, fraud, and mismanagement in any grant, contract, or cooperative agreement in which the United States is a party. All such incidents of waste, fraud, and/or mismanagement, shall be reported to the Department of Interior, Office of the Inspector General. Nor does this contract include investigative responsibilities for administrative matters that are internal to the Bureau of Indian Affairs.

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

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

- A. Employee candidates must present evidence of ability to discharge the duties of the position. Commissioned law enforcement officer candidates, in addition to other qualifications, shall demonstrate the traits and characteristics important to succeed in police work. Among these are: alertness, ability to work in stress situations, ability in oral expression, tact, integrity, capacity for effective public relations, practical intelligence and good judgment. Candidates must be honest and trustworthy; have integrity, sound judgment, temperate habits; and have a satisfactory work record. Any applicant who does not have these qualities shall not be appointed to the commissioned law enforcement position.
- B. Prior to employment of any commissioned law enforcement officer, a full field background investigation shall be completed by the Contractor. Such investigation shall include but not limited to Navajo Nation, other tribal, local, state, and federal criminal history checks. Background checks/ clearances, through fingerprint charts (FD-258) must be conducted through the Assistant Director, Identification Division, Federal Bureau of Investigation, Washington, D.C. 20537. Checks/ Clearance through the National Crime Information Center (NCIC), state criminal history centers and local police and tribal court records shall also be conducted. All background check/clearances shall be recorded, documented, and kept on file for each commissioned officer at the Contractor's Public Safety headquarters.

Careful review and documentation shall be made on each officers' family data, education, employment, medical and military history, previous residences, organizations, and affiliations, person references, credit record and police record, including drivers' license history and status. Background reviews shall be conducted through both a written questionnaire to be completed by the employee applicant and a personal interview with present and past supervisors and associates who have personal knowledge of the applicant's background and character. The Contractor shall update background investigation every five (5) years from the date of last background investigation on all commissioned officers.

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

Affairs shall assist in developing and submitting a request for contract support funds to cover these costs. In the event that the Bureau develops a comprehensive mechanism to provide these services throughout Indian Country, the Contractor will have the opportunity to participate.

- G. The Contractor, through its internal affairs unit, shall be responsible for promptly conducting administrative investigations in response to allegation of employee misconduct. Administrative investigations shall be conducted professionally, impartially and thoroughly and reports shall be timely, objective and accurate. All administrative investigations conducted by the internal affairs unit shall be documented and maintained in a confidential manner. Any subsequent disciplinary action shall be processed pursuant to applicable Navajo Nation personnel policies and procedures, as amended, and other policies and procedures applicable to the Contractor. The Navajo Nation and the BIA will discuss in a timely manner the development of a protocol for the sharing of information between the Navajo Nation Department of Internal Affairs and the Office of Justice Services. In addition to conducting administrative investigations, the internal affairs unit shall also perform and/or assist with law enforcement patrol duties throughout the Navajo Nation.

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

- A. Each law enforcement officer must pass an approved firearms qualifications course every six (6) months to be qualified to carry a firearm. Whenever an officer's firearms qualification lapses, all weapons issued to the law enforcement officer shall be returned. Any of the following firearm qualification courses may be used to qualify law enforcement officers in the use of a firearm:
 - 1. The National Rifle Association National Police Course.
 - 2. The National Rifle Association 25-Yard Course.
 - 3. The National Rifle Association Practical Pistol Course
 - 4. The Federal Bureau of Investigation Practical Pistol Course
 - 5. All state approved firearms courses.
 - 6. Federal Law Enforcement Training Center Courses.
- B. Newly-employed law enforcement officers shall successfully complete, within their first year of service, the approved Basic Police Recruit Training Course conducted at the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs or a comparable basic police recruit training course approved by a the Assistant Secretary of Indian Affairs.

An officer who fails to complete the training required by this paragraph shall be discharged or transferred to a position not involving law enforcement duties. Transfer may result in demotion. The Contractor may not utilize law enforcement officers, classified as police recruits by the Contractor, until such time that they have successfully completed the Basic Police Recruit training required for peace officer certification. Internal Affairs Investigators shall be required to attain Internal Affairs certification within one year from appointment to Department of Internal Affairs.

- C. Prior to, or within one year after, promotion or appointment to a supervisory law enforcement position, an employee shall complete the approved Supervisory Law Enforcement Officer Training Course conducted at the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided by the Indian Police Academy and approved by the Assistant Secretary of Indian Affairs. A law enforcement officer who is serving in a supervisory position and fails to complete the training required in this paragraph shall be demoted.
- D. Each law enforcement officer shall receive a minimum of forty (40) hours of local in-service training annually to meet training needs determined by Contractor and to keep abreast with developments in the field of law enforcement.
- E. The Contractor may establish and maintain a training academy for the training of its personnel. The curriculum used for training, in compliance with the Bureau's mandated requirements shall be submitted to the AOTR for approval and certification prior to the implementation of the training. The AOTR, within thirty days of receipt of the curriculum, shall respond to the Contractor its approval or disapproval of the curriculum. If the AOTR fails to respond within the thirty days, it shall be deemed by the Contractor that the curriculum has been approved. Any disapproval of curriculum by the AOTR shall explain the reason for disapproval.
- F. The Contractor will establish and maintain a support section for the maintaining, training, and maintenance of all the computerized reporting of 107 and salaries will be commensurate with duties and responsibilities. This information management section will be responsible for primary criminal justice reporting elements for police dispatch, police patrol, criminal investigations, and corrections.
- G. The Contractor shall directly operate and provide radio communication and dispatch services and activities in furtherance of the Indian Law Enforcement Reform Act (25 U.S.C. §2801, *et seq.*) within Navajo Indian Country. The dispatch services will be responsible for operating the law enforcement radio communications and dispatch system and/or computer aided dispatch services, to include the new Navajo Nation Next Generations (NG) 9-1-1 Public Safety Answering Points (PSAP) operations. The dispatch services will be responsible for reporting emergencies to the respective and appropriate law enforcement personnel or agency. All dispatch personnel will perform dispatch services in accordance with the qualifications, training, code of conduct, inspection and evaluation, and other standards applicable to Bureau law enforcement patrol telecommunications

operators or the equivalent. The Contractor fully understands and agrees to utilize current funding level for said services.

- H. To the extent of available resources, the Bureau shall provide additional necessary training, when requested in writing by the Contractor to enable the Contractor to carry out the terms and standards of the Contract. However, in the event that the Bureau cannot provide training needed by the Contractor to carry out the terms and conditions of this Contract, such failure will not adversely affect this Contract.
- I. CERTIFICATES OF SATISFACTORY COMPLETION OF EACH OF THE ABOVE TRAINING REQUIREMENTS SHALL BE MAINTAINED IN EACH INDIVIDUAL OFFICER'S PERSONNEL FOLDER.

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

105. Uniforms and Equipment

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

5. Baton.

6. Tasers

D. The Bureau shall provide necessary equipment, when requested in writing by the Contractor and subject to availability, to the contractor to efficiently and effectively carry out the terms and standards of the Contract.

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

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

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

A. Annual Narrative Report.
(Monthly Statistical Reports)

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

1. Arrest (adult, juveniles, male/female, classification of offenses);
2. Citations (classified by jurisdiction, adults, juvenile, male/female);
3. Motor Vehicle Accidents (non-injury, injury, fatality);
4. Crime statistics (classified into Part I, Part II, offenses classified by jurisdiction);
5. Patrol activities (classified as residential, dances, etc.);
6. Special Operations conducted (missing person, search and rescues, etc.);
7. Legal process served (classified by jurisdiction, warrants, subpoenas, etc.);
8. Public Assistance Contracts (motorist assistance, family disturbances resulting in counseling, weather information, etc.);

9. Crime Prevention Activities conducted (schools, chapters, etc.);
10. Vehicle Mileage Report
11. Monthly Drug Statistical Report; and
12. Other statistical information and Navajo Division of Public Safety may desire to add.

B. Internal Reporting Procedures.

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

1. Dispatcher logs;
2. Officer logs;
3. Case reports, including arrest, investigation and incident records;
4. Juvenile records;
5. Individual arrest and disposition records;
6. Evidence records;
7. Booking logs;
8. Payroll records of all employees;
9. Reports of all traffic accidents investigated;
10. Individual background investigation records;
11. Training records and certificates of completion;
12. Codes of Conduct;
13. Jailer logs (Inmate checks);
14. Government-furnished property inventory list;
15. Employee performance appraisal files;
16. Annual physical examination records;

17. Firearms certification records;
18. Criminal case logs;
19. Firearm inventory list; and
20. Except in firearms training, each time a firearm is used for law enforcement purposes, a report shall be filed with a supervisor of the officer who used the weapon. Whenever use of a weapon results in serious injury or death of any person, the officer who fired the weapon shall be placed on administrative leave, or be assigned to strictly administrative duties pending a thorough investigation of all circumstances surrounding the incident.

C. Civil Rights Violations Reports. In addition to prescribed Navajo Nation reporting guidelines, when a Contract law enforcement officer receives an oral or written allegation that a law enforcement officer employed under this contract has violated the civil rights of any person, the receiving officer shall prepare a written report of the allegation and transmit it through the chain of command to the Navajo Police Department Chief of Police within seven (7) days of receipt of the allegation. No later than seven (7) days after being notified of the allegation, the Navajo Police Department Chief of Police shall submit written notification to the Navajo Department of Criminal Investigations Director, the Navajo Department of Internal Affairs Commander, the Bureau of Indian Affairs, the Navajo Area office, the Federal Bureau of Investigation and the President of the Navajo Nation. If the Navajo Police Department Chief of police, the District Captain or high ranking official is accused of a civil rights violation, the report of the allegation shall be transmitted directly to the Navajo Department of Criminal Investigations Director, the President of the Navajo Nation, the Federal Bureau of Investigation and the Navajo Area office.

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

1. Serious crimes against persons that have the potential to become high profile cases.
2. Major, or unusual, drug seizures or drug-related arrests in which the value, amount or circumstances of the seizure has the potential to attract significant media or political attention.
3. Serious incidents, accidents, or major events involving state, federal, or foreign political government officials or their families.

4. Actual, attempted, or planned terrorist activity, sabotage or other hostile acts.
5. Significant law enforcement events that require, or may require, the dispatch of specially trained teams to augment normal law enforcement capabilities.
6. Major natural or man-caused disasters-excluding wildfires-which cause, or have the potential to cause, significant loss of life, injuries, or property damage.
7. The death of, or life threatening injury to, any law enforcement officer incurred during the performance of duty.
8. The discharge of a firearm by an officer toward another individual or the use of a weapon by another individual against an officer or employee.
9. Any use of force by an officer that results in serious injury or death to another individual.
10. All deaths including homicides, traffic-related, unattended, unknown or suicides.

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

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

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

Navajo Nation
Summary of Proposed Budget
FY 2020 - P. L. 93-638 BIA Contract


Part I. - Program Information:

A. Program / Division: Law Enforcement - Patrol FY 2020
 B. Contract No.: A16AV00383

Part II. - Budget Information:

A	B	C	D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount
2001	Personnel Salary	Regular Status Employee and LE-Police Officer	\$19,005,517.44
2900	Fringe Benefit	Regular Status Employee rate @ 47.88%, LE-Police Officer rate @ 47.98%	\$9,115,705.06
3000	Travel		
3500	Meeting		
4000	Supplies		
5000	Lease & Rental		
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service		
7000	Special Transactions	Workers Compensation for all employee	\$169,149.11
8000	Assistance		
9000	Capital Outlay		
9720	Indirect Cost		
Total Budget			\$28,290,371.61

Part III. - Signatures:

 Phillip B. Francisco, Chief of Police 8/5/19
 Program Manager / Date

Jesse Delmar 8/5/19
 Division Director / Date

Government Performance and Results Act **(GPRA)**

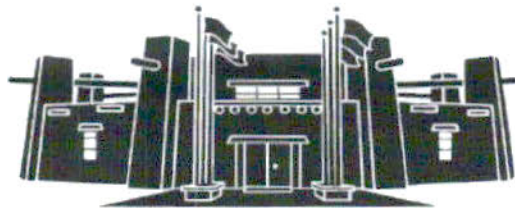
If applicable, GPRA Report will be identified and finalized in coordination with BIA NRO.

Attachment "C"

Program Specific Report

If applicable, Program Specific Report will be identified and finalized in coordination with BIA NRO.

Attachment "D"



MEMORANDUM

TO: Honorable Vince R. James
24th Navajo Nation Council

FROM: 
Edward A. McCool, Acting-Chief Legislative Counsel
Office of Legislative Counsel

DATE: September 17, 2019

AN ACTION RELATING TO LAW AND ORDER AND BUDGET AND FINANCE COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 450 *et seq.* (P.L. 93-638, AS AMENDED), FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 FOR THE LAW ENFORCEMENT-PATROL SERVICES ANNUAL FUNDING AGREEMENT FOR FISCAL YEAR 2020, CONTRACT NO. A16AV000383

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§500, 501. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

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

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0276-19

SPONSOR: Vince R. James

TITLE: An Action Relating To Law and Order and Budget and Finance Committees; Approving And Authorizing A Contract Between The Navajo Nation And The United States Department Of The Interior Under 25 U.S.C. § 450 et seq. (P.L. 93-638, AS AMENDED), For The Period January 1, 2020 Through December 31, 2020 For The Law Enforcement-Patrol Services Annual Funding Agreement For Fiscal Year 2020, Contract No. A16AV000383

Date posted: September 19, 2019 at 5:42 PM

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

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 et. seq.

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0276-19

SPONSOR: Honorable Vince R. James

TITLE: An Action Relating to Law and Order and Budget and Finance Committees; Approving and authorizing a contract between the Navajo Nation and The United States Department of The Interior under 25 U.S.C. § 450 et seq. (P.L. 93-638, AS AMENDED), for the period January 1, 2020 through December 31, 2020 for the Law Enforcement-Patrol Services annual funding agreement for Fiscal Year 2020, Contract No. A16AV000383

Posted: September 19, 2019 at 5:42 PM

5 DAY Comment Period Ended: September 24, 2019

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Inconclusive Comments	1) Larry Ruzow



**Legislative Tracking Secretary
Office of Legislative Services**

9/25/19 8:41am

Date/Time

276-19--FY 2020 NDPS Annual Funding Agreement

Larry Ruzow <laruzow@onhir.gov>

Mon 9/23/2019 4:18 PM

To: Otto Tso <otso@navajo-nsn.gov>;

Cc: comments <comments@navajo-nsn.gov>;

1 attachment

276-19 NDPS AFA Statement of Work p. 6.pdf;

Good Afternoon Mr. Tso:

Just FYI:

I was reviewing the FY 2020 NDPS Annual Funding Agreement with DOI/BIA.

If you look at p. 6. of the Statement of Work, Section 105.B. you will note that the phrase, "All law enforcement officers shall....." should read, "All law enforcement officers' vehicles shall...

Best.

Larry

operators or the equivalent. The Contractor fully understands and agrees to utilize current funding level for said services.

- H. To the extent of available resources, the Bureau shall provide additional necessary training, when requested in writing by the Contractor to enable the Contractor to carry out the terms and standards of the Contract. However, in the event that the Bureau cannot provide training needed by the Contractor to carry out the terms and conditions of this Contract, such failure will not adversely affect this Contract.
- I. CERTIFICATES OF SATISFACTORY COMPLETION OF EACH OF THE ABOVE TRAINING REQUIREMENTS SHALL BE MAINTAINED IN EACH INDIVIDUAL OFFICER'S PERSONNEL FOLDER.

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- A. Uniforms, when worn, shall positively identify the wearer as a law enforcement officer badge, name plate and tribal patch shall be visible at all times. Uniforms of all law enforcement personnel shall be plainly distinguishable from the uniforms of other non-law enforcement personnel. Each officer shall be issued a standard identification card bearing a photograph of the officer.
- B. All law enforcement officers shall be equipped with a two-way radio, emergency lights (Code 3), sirens, safety screens (cage), fire extinguisher, flashlight, emergency flares, blankets, a first aid kit, a shovel, and a rappelling rope, at least 100 feet in length. Contractor shall maintain all vehicles in good working condition.
- C. The Contractor shall provide all uniformed law enforcement officers with the following items and assure they are in good working condition:
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 - 3. Minimum of two complete uniforms, including hat/helmet, hat shield and breast badge, baton, bullet-proof vest, foul weather gear, and inclement weather outer wear.
 - 4. Ammunition shall be expended and replaced annually.