# LEGISLATIVE SUMMARY SHEET
**Tracking No.** 0043-19

**DATE:** March 7, 2019

**TITLE OF RESOLUTION:** PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO NAABIK'ÍYÁTI' COMMITTEE; ACCEPTING A UNITED STATES DEPARTMENT OF INTERIOR, LAND BUY-BACK PROGRAM FOR TRIBAL NATIONS COOPERATIVE AGREEMENT AWARD TO THE NAVAJO NATION TO BE ADMINISTERED BY THE EASTERN NAVAJO LAND COMMISSION IN THE AMOUNT OF $414,461 TO OPERATE A PROGRAM TO CONDUCT OUTREACH FOR LAND CONSOLIDATION ACTIVITIES; AND TO APPROVE A WAIVER OF THE IDC RATE FROM 15.65% TO 15.0%

**PURPOSE:** The purpose of the resolution is to accept a United States Department Of Interior, Land Buy-Back Program for Tribal Nations Cooperative Agreement Award to the Navajo Nation to be administered by The Eastern Navajo Land Commission in the amount of $414,461 to operate a program to conduct outreach for land consolidation activities; and to approve a waiver of the IDC rate from 15.65% to 15.0%

**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 to review each proposed resolution in detail.**

5-DAY BILL HOLD PERIOD: 2 eenaBaa
Website Posting Time/Date:
Posting End Date: 3/12/19
Eligible for Action: 3/13/19

PROPOSED STANDING COMMITTEE RESOLUTION

**24th NAVAJO NATION COUNCIL—First Year, 2019**

INTRODUCED BY

Primary Sponsor

TRACKING NO. 0043-19

AN ACTION

RELATING TO NAABIK'ÍYÁTI' COMMITTEE; ACCEPTING A UNITED STATES DEPARTMENT OF INTERIOR, LAND BUY-BACK PROGRAM FOR TRIBAL NATIONS COOPERATIVE AGREEMENT AWARD TO THE NAVAJO NATION TO BE ADMINISTERED BY THE EASTERN NAVAJO LAND COMMISSION IN THE AMOUNT OF $414,461 TO OPERATE A PROGRAM TO CONDUCT OUTREACH FOR LAND CONSOLIDATION ACTIVITIES; AND TO APPROVE A WAIVER OF THE IDC RATE FROM 15.65% TO 15.0%

**BE IT ENACTED:**

**Section One. Authority**

A. Naabik'íyáti' Committee as a Navajo Nation Council standing committee. 2 N.N.C. §§ 700 (A).

B. The Naabik'íyáti' Committee is empowered to approve indirect cost rates that are less than the Navajo Nation indirect cost rate. 701 (A) (10).

C.

**Section Two. Findings**

A. Pursuant to 2 N.N.C. § 861 (B) (1), the Eastern Navajo Land Commission is established for among other purposes, the following: "To advocate for and initiate the acquisition and consolidation of land in or near the Eastern Navajo Agency,

Navajo Nation (New Mexico), and to facilitate and ensure the timely processing and consummation of such actions."

B. The Navajo Nation through the Eastern Navajo Land Board applied for a United States Department of Interior Land Buy-Back Program for Tribal Nations Cooperative Agreement and received an award of $414,461. United States Department of the Interior letter dated December 3, 2018 regarding "Cooperative Agreement Award" and United States Department of the Interior letter dated December 21, 2018 regarding "Addendum to Cooperative Agreement Award Transmitted on December 3, 2018" are attached as **Exhibit A**.

C. The Cooperative Agreement is attached as **Exhibit B**. Mr. Larry Rodgers, the Executive Director of the Eastern Navajo Land Board, is designated as the Tribe's Point of Contact for all matters related to the Cooperative Agreement.

D. The Budget for the Award is attached as **Exhibit C**. The Eastern Land Commission Resolution ENLCMA-06-18 supporting the cooperative agreement is attached as **Exhibit D**.

E. The United States Department of Interior Land Buy-Back Program for Tribal Nations Cooperative Agreement has a ceiling requirement of 15.0% indirect cost rate which is less that the Navajo Nation negotiated rate of 15.65%. Therefore, a grant of a waiver for the reduction of the indirect cost rate is necessary.

F. The Navajo Nation hereby finds that it is in the best interests of the Navajo Nation to accept the reduced rate of indirect cost with regard to the United States Department of the Interior Land Buy-Back program for Tribal Nations Cooperative Agreement for $414,461 to perform outreach for the land consolidation activities.

**Section Three. Accepting Land Buy-Back Program for Tribal Nations Cooperative Agreement Award for $414,461 to support outreach for land consolidation activities and approving an indirect cost rate of 15 percent.**

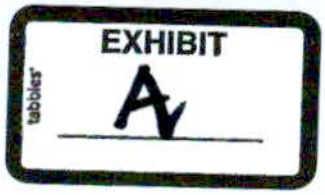
The Navajo Nation hereby accepts a United States Department of the Interior Land Buy-Back Program for Tribal Nations Cooperative Agreement Award to be administered by the Eastern Navajo Land Commission with the Executive Director

Larry Rodgers as the Tribe's Point of Contact for $414,461 to support outreach for land consolidation and approves the indirect cost rate of 15 percent.

Exhibit "A"




United States Department of the Interior
OFFICE OF THE SECRETARY
Washington, DC 20240




December 3, 2018

Mr. Russell Begaye
President
Navajo Nation
PO Box 7440
Window Rock, AZ 86515

Subject: Cooperative Agreement Award

Dear President Begaye:

The Land Buy-Back Program for Tribal Nations (Buy-Back Program) is pleased to award the Navajo Nation (Nation) a cooperative agreement in the amount of $414,936. These funds are provided in support of land consolidation activities in response to the Nation's application received in full on October 9, 2018, as detailed in the enclosed cooperative agreement award (Award). In particular, please note Sections IV & V of the Award because they outline the approved scope and objectives.

I want to express my appreciation to the Navajo Nation and the Eastern Navajo Land Commission for the in-kind contribution toward this important effort. The Buy-Back Program values greatly the partnership and collaboration with the Nation and the Commission and believes that the contribution is a key to success.

I also want to highlight the planned approach for allotments that have structures but no lease recorded in the official BIA system. During the first Buy-Back implementation, the Program made offers for interests in such allotments following several government-to-government meetings and based on a September 2015 resolution issued by the Nation. The Program made offers on the allotments with the understanding that the Nation has a process for interested individuals to apply for leases. The Program has been notified that Nation would again like the Program to make offers on these allotments and that leasing opportunities continue to exist. Accordingly, the Award outlines that we will proceed as we did during the first implementation. See Section IV(vii).

To accept this Award, please sign on page fifteen and return the signed document to the Buy-Back Program. To ensure timely finalization of the Award, please email a scanned copy of the award to the Buy-Back Program. Upon receipt, the award will be signed and a copy of the award package will be provided to the Nation's designated point of contact, Mr. Larry Rodgers.

The Buy-Back Program looks forward to continuing to work closely with the Nation to consolidate fractional interests successfully at the Navajo Reservation. Should you or your staff

have any questions, please contact Carolyn Drouin, Senior Advisor – Tribal Relations, by telephone at (202) 536-7012, or by email at carolyn_drouin@ios.doi.gov.

Sincerely,

John H. McClanahan
Director
Land Buy-Back Program for Tribal Nations

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

December 21, 2018

Mr. Russell Begaye
President
Navajo Nation
PO Box 7440
Window Rock, AZ 86515

Subject: Addendum to Cooperative Agreement Award Transmitted on December 3, 2018

Dear President Begaye:

On December 12, 2018, the Buy-Back Program (Program) was notified by Navajo Nation's (Nation) point of contact, Mr. Larry Rodgers, that the final Cooperative Agreement Application submitted by the Nation inadvertently omitted Navajo Nation sales tax on goods and services for the requested five fleet vehicles and mileage. On December 19, 2018, the Program received an addendum to the Nation's Application budget, which includes an additional $3,066 to cover the necessary taxes.

The Program is able to accommodate the December 19, 2018 request for additional funds. Please find attached a revised budget for the Cooperative Agreement Award (Award) transmitted to the Nation on December 3, 2018. This revised budget totaling $418,461 shall replace the budget found on pages 6-7 of the Award. All other terms and conditions of the Award shall remain unchanged.

To accept this Award with revised budget, please sign on page fifteen and return the signed document to the Buy-Back Program. To ensure timely finalization of the Award, please email a scanned copy of the signed Award to the Buy-Back Program. Upon receipt, the Award will be signed and a copy of the award package will be provided to the Nation's designated point of contact, Mr. Larry Rodgers.

Should you have any questions, please contact Carolyn Drouin, Senior Advisor – Tribal Relations, by telephone at (202) 536-7012, or by email at carolyn_drouin@ios.doi.gov.

Sincerely,

John H. McClanahan
Director
Land Buy-Back Program for Tribal Nations

| | |
|---|---|
| Personnel – 7 months<br>*1 Program Supervisor, 1 Admin Assistant, 5 Community Involvement Specialists* | $146,544 |
| Fringe Benefits | $14,581 |
| Travel/Mileage<br>*5 SUVs - $460/month @ 7 months*<br>*Mileage - 5 SUVs (0.28 @ 25K miles each)*<br>*Mileage - 2 POVs (0.55 @ 2,000 miles/month)*<br>*Meals - $51/day @ 199 days*<br>*Lodging - $100.44 with tax/night @ 98 nights*<br>*Sales Tax for 5 Fleet Vehicles and Mileage (6% of $51,100)* | $89,558 |
| Supplies<br>*General Office & Operating Supplies*<br>*Non-Capital Equipment*<br>*Computer Software -7 laptops, $15/month @ 7 months*<br>*Food Supplies for outreach events - $150/meeting @ 52 meetings*<br>*Printing, binding, photocopying - $4,500/quarter @ 2 quarters*<br>*Subscriptions* | $22,358 |
| Lease & Rental<br>*Office Space - $500/month @ 7 months*<br>*Meeting Space Rental (for 52 locations detailed in the application)*<br>*Photocopier Rental - $350/month @ 7 months* | $22,050 |
| Communications & Utilities<br>*Office Phone $350/month @ 7 months*<br>*Office Phone - installation/uninstallation*<br>*Office Internet - $200/month @ 7 months*<br>*7 Cellular Phones with Hotspots - $300/month @ 7 months*<br>*Electricity - $300/month @ 7 months*<br>*Propane/Gas - $325/month @ 7 months*<br>*Water Services - $100/month @ 7 months* | $25,025 |
| Special Transactions<br>*Media (newsprint, radio and talk-shows as detailed in the application) - 5.5 months*<br>*Notary Training and Licensure - 7 FTE @ $200/each*<br>*Defensive Driving Course - 7 FTE @ $50/each*<br>*Property*<br>*Auto Liability - 5 SUVs @ $104.14 each*<br>*Auto Physical Damage - 5 SUVs @ $117.63*<br>*General Liability*<br>*Auto Deductible - 5 SUVs @ $500/each*<br>*Workers Compensation* | $44,220 |
| Subtotal, Direct Costs | $364,336 |
| Modified Total Direct Costs[1] (subtotal excluding office rental costs) | $360,836 |
| Indirect Costs[2], 15% MTDC (Buy-Back Program Cap) | $54,125 |
| **Total Award** | **$418,461** |

[1] Modified Total Direct Costs (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). For the Award, MTDC excludes rental costs based off of the awarded budget. 2 CFR § 200.68

[2] The *Cobell v. Salazar* Settlement Agreement limits the amount of the Fund that can be used for the administrative costs to implement the Buy-Back Program to fifteen percent of the $1.9 billion, and the Parties recognize the value and need for efficient and well-coordinated outreach and other implementation activities. *See 25 U.S.C. §§ 2201 et seq.* "A Federal awarding agency may use a [indirect cost] rate different from the negotiated rate for a class of Federal awards or a single Federal award…" 2 CFR § 200.414.

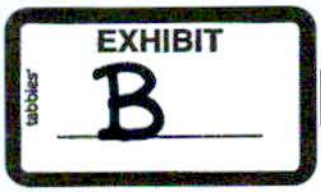



Exhibit "B"

# COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** is entered into by and between the U.S. Department of the Interior (the "Department") Land Buy-Back Program for Tribal Nations (the "Buy-Back Program") and the Navajo Nation (the "Participating Tribe") (collectively the "Parties") to describe the collaborative land consolidation implementation activities for the Navajo Reservation (the "Reservation").

## I. RECITALS

a. The Settlement Agreement in Cobell v. Salazar, as confirmed by the Claims Resolution Act of 2010, Public Law No. 111-291 (the "Settlement"), establishes a $1.9 billion Trust Land Consolidation Fund (the "Fund") to purchase fractional interests ("Fractional Interests") in trust or restricted land.

b. Under the Settlement, the Secretary of the Interior (the "Secretary") retains the authority to acquire, at the discretion of the Secretary, any Fractional Interests in trust or restricted land.

c. The Secretary established the Buy-Back Program on December 17, 2012, to manage the Fund and implement the land consolidation program called for by the Settlement.

d. Under the Settlement, after ten years, commencing on November 24, 2012, any monies remaining in the Fund shall be returned to the U.S. Department of Treasury; thus, the success of the Buy-Back Program, and the full expenditure of the Fund, depends upon the identification and consent of willing sellers to sell their Fractional Interests within a limited time period.

e. The Buy-Back Program published a Status Report dated November 1, 2016 and amended November 7, 2016 (the "Status Report"), which summarizes the key parameters of the Settlement and the corresponding implementation approach and processes of the Buy-Back Program. A July 28, 2017 letter from Associate Deputy Secretary James E. Cason (the "July 2017 Letter") describes the results of the 2017 strategy review of the Land Buy-Back Program, including a revised implementation strategy.

f. The Settlement limits the amount of the Fund that can be used for the administrative costs to implement the Buy-Back Program to fifteen percent of the $1.9 billion, and the Parties recognize the value and need for efficient and well-coordinated outreach and other implementation activities.

g. The Participating Tribe represents that it has staff possessing the expertise, experience and knowledge about allotted trust land ownership on its Reservation, which will facilitate the implementation of the Settlement and Buy-Back Program in a manner that reflects the priorities and enhances the sovereignty of the Participating Tribe.

h. Under the 2000 Indian Land Consolidation Act ("ILCA") Amendments, 25 U.S.C. § 2212 (b)(3)(C), the Secretary, to the extent practicable, may enter into agreements with the tribal government that exercises jurisdiction over the land involved or a subordinate entity of the tribal government to carry out some or all of the Secretary's land acquisition program, which agreements are not subject to the provisions of the Indian Self-Determination and Assistance Act ("ISDEAA"), 25 U.S.C. § 450 *et seq*.

i. As described in the Status Report, within the Reservation there are approximately 4,278 fractionated tracts of land (the "Fractionated Tracts"), comprising 660,025 acres with 196,267 purchasable Fractional Interests and 31,025 associated unique landowners, some of which may be members of different tribal nations (the "Owners").

j. The Buy-Back Program will purchase Fractional Interests from Owners who voluntarily decide to sell (i) following an offer to purchase and (ii) within a specified time.

k. The Participating Tribe's participation in the Buy-Back Program has been authorized through the adoption of Resolution ENLCMA-06-18, dated March 13, 2018.

l. Pursuant to 25 U.S.C. § 2216(e), the Participating Tribe has requested a list of names and mailing addresses of the Owners and information on the location of the tracts and the percentage of undivided interest(s) held by each Owner.

m. The Participating Tribe represents that it has the administrative and substantive capability to perform any and all requirements set forth in this Cooperative Agreement.

**BASED ON THE ABOVE RECITALS**, the Parties enter into the following Cooperative Agreement.

## II. AUTHORITY

This Cooperative Agreement is entered into under the Settlement and ILCA. It is not subject to the provisions of the ISDEAA.

## III. PURPOSE

This Cooperative Agreement is designed to facilitate a collaborative, government-to-government implementation of the Buy-Back Program. It also provides a common understanding between the Buy-Back Program and the Participating Tribe regarding important goals, objectives, activities, products, services, and associated timetables necessary to acquire as many of the Fractional Interests as possible through collaborative implementation efforts.

Substantial involvement by the Buy-Back Program is anticipated during the performance of activities funded under this Cooperative Agreement. The Buy-Back Program will:

a. Participate and collaborate jointly with the Participating Tribe in carrying out the scope and objectives described herein.

b. Review and approve modifications or sub-grants, prior to award.

c. Have close operational involvement during performance of this Cooperative Agreement and of all phases of the Buy-Back Program.

## IV. SCOPE

a. The Participating Tribe's October 9, 2018 Cooperative Agreement Application, amended budget and supplemental responses submitted on November 2, 2018 by the Tribal Contact, incorporated herein, describes the requirements, anticipated deliverables and other specific details of activities to be undertaken with the funds provided through this Cooperative Agreement. The Buy-Back Program approves the Participating Tribe's Cooperative Agreement Application, in accordance with the terms and conditions stated herein, with the following exceptions, additions, and clarifications:

   i. The Participating Tribe agrees to perform outreach during implementation of the Buy-Back Program to foster informed decision making. The outreach activities performed by the Participating Tribe must include:

      1. Identifying addresses and updating Owner contact information;
      2. Notifying Owners, including Whereabouts Unknown Owners, of the opportunity to sell;
      3. Identifying interested sellers;
      4. Conducting pre-offer outreach to Owners;
      5. Conducting post-offer outreach to Owners; and
      6. Providing notary services to Owners.

   ii. The funded Administrative Assistant will maintain a notary certification and perform outreach activities in addition to administrative work.

   iii. In order to facilitate informed decision-making by landowners, the Participating Tribe will disseminate brochures and materials created by the Bureau of Indian Affairs and the Office of the Special Trustee for American Indians regarding the American Indian Probate Reform Act of 2004 ("AIPRA").

   iv. The funding provided by this Cooperative Agreement may not be utilized for actual will-writing, estate-planning, providing legal advice or other similar activities. Outreach may include the dissemination of Department of the Interior-provided information, available on the Buy-Back Program's website at: www.doi.gov/buybackprogram, to Owners regarding the following key background topics related to land consolidation; fractionation, AIPRA, life estates, gift deeds, implications of passing away without a written will, and probate. This will facilitate informed decision making by Owners in relation to offers from the Buy-Back Program.

v. The Buy-Back Program currently estimates sending purchase offers to Owners in the summer of 2019. The Participating Tribe's proposed timeline, as detailed in the Application Narrative, may need to be adjusted to align with this offer schedule. Should the Buy-Back Program's valuation and acquisition schedules require adjustment, the Buy-Back Program will work cooperatively with the Participating Tribe to adjust the overall schedule as necessary.

vi. The Participating Tribe has recommended offers be made for interests in tracts with unleased improvements through the passage of ENLCAU-3-15, dated September 11, 2015. The resolution states, "[t]he Eastern Navajo Land Commission herely requests the Federal Land Buy-Back Program to include allotments with structures for valuation consideration as part of the Navajo Land Buy-Back Program administered through the Eastern Navajo Land Commission." The Participating Tribe acknowledges that all Program acquisitions are made subject to the terms of existing leases and encumbrances on the land. The Participating Tribes would like the Program to continue to make offers on allotments/tracts at the Reservation with improvements, but without a lease recorded by the BIA, and the Participating Tribe confirms that leasing application opportunities are available to individuals living on tracts with improvements but without a recorded lease.

vii. To support collaborative outreach and information sharing, the Participating Tribe should share copies of developed outreach materials and advertisements funded by this Cooperative Agreement, with the Buy-Back Program. This may include, but is not limited to, newspaper advertisements, radio advertisements, television advertisements, flyers, brochures, postcards and letters to Owners. Outreach materials and advertisements shared by the Participating Tribe will be provided to the Trust Beneficiary Call Center to ensure that Owners receive the most current and accurate information on implementation of the Buy-Back Program on the Reservation.

## V. OBJECTIVES

The objectives of this Cooperative Agreement are for the Participating Tribe to:

a. Conduct pre-offer and post-offer outreach, in part to help ensure informed decision-making by Owners;

b. Identify interested sellers;

c. Notify Owners, including Whereabouts Unknown Owners, of the opportunity to sell; and

d. Identify addresses and updated Owner contact information.

The Participating Tribe will direct Owners to the Trust Beneficiary Call Center, the Office of the Special Trustee of American Indians, and/or utilize the appropriate Buy-Back Program-provided forms, to identify willing sellers and update Owner contact information.

## VI. PERIOD OF PERFORMANCE

a. This Cooperative Agreement becomes effective on the date of signature by the Buy-Back Program Director and will remain in effect, subject to the terms and conditions of this Cooperative Agreement and the funding made available herein ("Cooperative Agreement Award"), until August 30, 2019 or until thirty calendar days after the Buy-Back Program has provided written notice to the Participating Tribe that available resources have been exhausted, whichever is less.

b. The Parties may extend this period of performance by mutual agreement. The Participating Tribe shall submit any requests to extend the period of performance of this Cooperative Agreement no later than sixty days before the period of performance end date listed above. Requests shall include a justification for the extension and detail any proposed changes to the scope or budget of the Cooperative Agreement Award.

c. The Participating Tribe may only incur costs pursuant to this Cooperative Agreement during the period of performance unless pre-award costs have been approved, in writing, by the Buy-Back Program.

## VII. TRIBAL PRIORITIES AND ACQUISITION OF FRACTIONAL INTERESTS

The Participating Tribe has identified those Fractional Interests within the Reservation that are priorities for potential purchase by providing the Buy-Back Program with a Priority Tract Ranking Worksheet with the October 9, 2018 Cooperative Agreement Application (Tribal Priority Fractional Interests).

a. The Buy-Back Program will select tracts and interests to receive offers consistent with the Buy-Back Program's priorities and informed by the Tribal Priority Fractional Interests. The Participating Tribe recognizes that the Owners' decision to sell is voluntary and that the Buy-Back Program cannot guarantee that the Tribal Priority Fractional Interests or other interests will be acquired, in part because some Fractional Interests or Fractionated Tracts may be ineligible for acquisition by the Buy-Back Program (e.g., some tracts are currently unmappable or require resolution of one or more mapping process codes) as described in the Status Report.

b. The Participating Tribe recognizes and agrees that the Buy-Back Program may acquire any other Fractional Interests on the Reservation. If there are any particular Fractional Interests that the Participating Tribe would like to exclude from the Buy-Back Program, it must specifically identify such interests by providing a written notice to the Buy-Back Program, within 30 days after the effective date of this Cooperative Agreement, to the Buy-Back Program for its consideration.

## VIII. KEY OFFICIALS

a. TRIBAL CONTACT. The Participating Tribe hereby designates Mr. Larry Rodgers, Executive Director, Eastern Navajo Land Commission, (PO Box 1950, Crownpoint, NM

87313, (505)786-2430, lasar98@yahoo.com) as its Point of Contact for all matters related to this Cooperative Agreement. The Participating Tribe shall notify the Department's Point of Contact (as identified below) in writing of any change in its Point of Contact.

b. BUY-BACK PROGRAM TRIBAL RELATIONS ADVISOR. The Buy-Back Director hereby designates Carolyn Drouin, Senior Advisor – Tribal Relations, (1849 "C" Street NW, Washington, DC 20240, (202)536-7012, carolyn_drouin@ios.doi.gov) as the Point of Contact for all programmatic matters related to this Cooperative Agreement. The Buy-Back Program shall notify the Tribe's Point of Contact in writing of any change in its Point of Contact.

c. BUY-BACK PROGRAM DIRECTOR. The Director of the Buy-Back Program is the only official with legal delegated authority to make decisions regarding the Buy-Back Program. The Director's responsibilities include, but are not limited to, the following:

   i. Obligate the Buy-Back Program to expend funds, approve pre-award costs, or change the funding level of this Cooperative Agreement;

   ii. Approve, in writing, any proposed changes to the scope of the Cooperative Agreement submitted by the Participating Tribe;

   iii. Approve, in writing, any change in the period of performance of this Cooperative Agreement;

   iv. Approve, in writing, changes in any of the expressed terms, conditions, or specifications of this Cooperative Agreement; and

   v. Be responsible for the overall administration and management of this Cooperative Agreement for the Department.

d. BUY BACK PROGRAM COOPERATIVE AGREEMENT SPECIALIST. The Buy-Back Program's Cooperative Agreement Specialists have been delegated authority by the Buy-Back Director to perform all financial and administrative functions related to this Cooperative Agreement.

## IX. FUNDING AND PAYMENT

a. The Buy-Back Program will make available up to $414,936 of the Fund to the Participating Tribe to cover allowable costs incurred to implement the Buy-Back Program as set forth in this Cooperative Agreement and summarized below:

| | |
|---|---|
| Personnel – 7 months<br>*1 Program Supervisor, 1 Admin Assistant, 5 Community Involvement Specialists* | $146,544 |
| Fringe Benefits | $14,581 |
| Travel/Mileage<br>*5 SUVs - $460/month @ 7 months*<br>*Mileage - 5 SUVs (0.28 @ 25K miles each)* | $86,492 |

| | |
|---|---|
| *Mileage - 2 POVs (0.55 @ 2,000 miles/month)*<br>*Meals - $51/day @ 199 days*<br>*Lodging - $100.44 with tax/night @ 98 nights* | |
| Supplies<br>*General Office & Operating Supplies*<br>*Non-Capital Equipment*<br>*Computer Software -7 laptops, $15/month @ 7 months*<br>*Food Supplies for outreach events - $150/meeting @ 52 meetings*<br>*Printing, binding, photocopying - $4,500/quarter @ 2 quarters*<br>*Subscriptions* | $22,358 |
| Lease & Rental<br>*Office Space - $500/month @ 7 months*<br>*Meeting Space Rental (for 52 locations detailed in the application)*<br>*Photocopier Rental - $350/month @ 7 months* | $22,050 |
| Communications & Utilities<br>*Office Phone $350/month @ 7 months*<br>*Office Phone - installation/uninstallation*<br>*Office Internet - $200/month @ 7 months*<br>*7 Cellular Phones with Hotspots - $300/month @ 7 months*<br>*Electricity - $300/month @ 7 months*<br>*Propane/Gas - $325/month @ 7 months*<br>*Water Services - $100/month @ 7 months* | $25,025 |
| Special Transactions<br>*Media (newsprint, radio and talk-shows as detailed in the application) - 5.5 months*<br>*Notary Training and Licensure - 7 FTE @ $200/each*<br>*Defensive Driving Course - 7 FTE @ $50/each*<br>*Property*<br>*Auto Liability - 5 SUVs @ $104.14 each*<br>*Auto Physical Damage - 5 SUVs @ $117.63*<br>*General Liability*<br>*Auto Deductible - 5 SUVs @ $500/each*<br>*Workers Compensation* | $44,220 |
| Subtotal, Direct Costs | $361,270 |
| Modified Total Direct Costs (subtotal excluding office rental costs) | $357,770 |
| Indirect Costs, 15% MTDC (Buy-Back Program Cap) | $53,666 |
| **Total Award** | **$414,936** |

i. All costs must be incurred during the Cooperative Agreement period of performance. Any costs incurred prior to the period of performance are considered pre-award costs, and thus are not allowable without the prior written consent from the Buy-Back Program. The Buy-Back Program agrees to reimburse any pre-award costs that the Buy-Back Program has so approved in writing.

ii. All costs incurred for the performance of this Cooperative Agreement must be allowable, allocable and reasonable pursuant to 2 CFR § 200 Subpart E – Cost Principles. In addition, the Participating Tribe must manage administrative expenses in the most cost-efficient manner possible, in accordance with ILCA, 25 U.S.C. § 2212(b)(4).

iii. The Cooperative Agreement will fund $16,100 for the rental of five sport utility vehicles (SUVs). Mileage at a rate of $0.22 per mile for 25,000 miles will be awarded for each SUV, totaling $35,000.

iv. The Cooperative Agreement will fund $37,007 for media transactions to include, newsprint, radio and talk shows.

v. $10,149 in meal expenses and $9,843 in lodging expenses are awarded by this Cooperative Agreement.

vi. No funding for mass mailings will be awarded as part of the Cooperative Agreement. All mailings will be completed by the Buy-Back Program.

vii. In no event shall costs be incurred in performance of this Cooperative Agreement in excess of the awarded amount. Nor shall the Participating Tribe use any of the funding made available by this Cooperative Agreement to pay for, or support any, bonus or other compensation to landowners.

b. The Participating Tribe must seek pre-approval from the Buy-Back Program for any costs not detailed in the approved documents; otherwise, the Buy-Back Program may recoup advanced funds or refuse payment for that expense.

c. The Participating Tribe must enroll in, and utilize, the Department of Treasury's Automated Standard Application for Payments ("ASAP") system to request payments under this Cooperative Agreement. If not already enrolled under the Department of Interior Financial Management Service Office's agency location code, (14010001), the Participating Tribe must successfully enroll with ASAP in order to receive Cooperative Agreement funding.

d. The Participating Tribe may request payments in ASAP on an as-needed basis; however, pursuant to 2 C.F.R. § 200.305, its methods and procedures for payments must minimize the time elapsing between the transfer of funds from ASAP and their disbursement by the Participating Tribe.

e. Pursuant to 2 C.F.R. § 200.305, the Participating Tribe shall be paid in advance; provided, that it maintains or demonstrates the willingness and ability to maintain procedures minimizing the time elapsing between the transfer of funds from ASAP and their disbursement by the Participating Tribe.

## X. PERFORMANCE REPORTS

a. The Participating Tribe must submit quarterly performance reports to the Buy-Back Program pursuant to 2 C.F.R. § 200.328. The quarterly reports shall, at a minimum, include the following:

i. A comparison of actual accomplishments to the objectives (see Section V) established for the period, including a computation of the cost per unit of output where the output of the project can be quantified;

ii. The reasons for slippage if established objectives were not met; and

iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

iv. Detailed performance information on the outreach activities conducted, such as the number, and a summary of:

1. Outreach events held.
2. Outreach event attendees.
3. Individual Owner name and address updates made.
4. Calls made to Owners.
5. Notary actions completed.
6. Media events and activities held.
7. Whereabouts Unknown identified.
8. Willing sellers identified.
9. Mailings (e.g., postcards) sent.
10. Outreach materials, such as AIPRA brochures, distributed.

The Buy-Back Program may provide templates to facilitate performance reporting.

b. Pursuant to 2 C.F.R. § 200.328, if events occur between scheduled performance reporting dates which have significant impact upon the project, the Participating Tribe must inform the Buy-Back Program as soon as the following types of conditions become known: (1) problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the project; (2) favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned. This disclosure must include a statement of the action taken, or contemplated, and steps necessary to resolve the situation.

c. Quarterly performance reports are due for the following reporting periods:

i. Beginning October 1 and ending December 31;
ii. Beginning January 1 and ending March 31;
iii. Beginning April 1 and ending June 30; and
iv. Beginning July 1 and ending September 30.

d. Performance reports are due within 30 calendar days of the end of the reporting period.

e. The first performance report is due 30 calendar days after the end of the reporting period in which this Cooperative Agreement becomes effective.

f. A final performance report is required within 90 calendar days after the expiration or termination of the Cooperative Agreement.

## XI. FINANCIAL REPORTS

a. In addition to the required performance reports, the Participating Tribe must submit quarterly financial reports utilizing the SF-425 Federal Financial Report to the Buy-Back Program pursuant to 2 C.F.R. § 200.327.

b. Reports are due for the following reporting periods:

   i. Beginning October 1 and ending December 31;
   ii. Beginning January 1 and ending March 31;
   iii. Beginning April 1 and ending June 30; and
   iv. Beginning July 1 and ending September 30.

c. SF-425 Federal Financial Reports are due within 30 calendar days of the end of each reporting period.

d. The first SF-425 Federal Financial Report is due 30 calendar days after the end of the period in which the Cooperative Agreement becomes effective.

e. A final SF-425 Federal Financial Report is required within 90 calendar days after the expiration or termination of the Cooperative Agreement.

## XII. REMEDIES FOR NONCOMPLIANCE

Pursuant to 2 C.F.R. § 200.338, if the Participating Tribe fails to comply with any term of this Cooperative Agreement, whether stated in a federal statute or regulation, an assurance, recital, or elsewhere, the Buy-Back Program may take one or more of the following actions, as appropriate in the circumstances:

a. Temporarily withhold cash payments pending correction of the deficiency by the Participating Tribe;

b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

c. Wholly or partly suspend or terminate the current Cooperative Agreement Award;

d. Initiate suspension or debarment proceedings;

e. Withhold further awards for the program; and/or

f. Take other remedies that may be legally available.

Pursuant to 2 C.F.R. § 200.341, upon taking any remedy for non-compliance, the Participating

Tribe will have an opportunity for such hearing, appeal, or other administrative proceeding to which the Participating Tribe is entitled under any statute or regulation applicable to the action involved.

## XIII. SEPARATION OF FUNDS/ACTIVITIES

The Participating Tribe must be able to account for the receipt, obligation and expenditure of funding provided under this Cooperative Agreement pursuant to 2 C.F.R § 200.305. The Participating Tribe recognizes and agrees that it must continue to fulfill the terms of any contract or compact operated by the Participating Tribe in accordance with the ISDEAA and that no funds awarded pursuant to this Cooperative Agreement may be reprogrammed or utilized to fulfill the terms of those contracts or compacts.

## XIV. RETENTION OF FIDUCIARY TRUST RECORDS

The Participating Tribe agrees to preserve, protect, and manage all records created and/or maintained by the Participating Tribe during its participation in the Buy-Back Program. The Participating Tribe agrees to make available to the Department all records pertaining to the administration of the Buy Back Program. Any records relating to the Buy Back Program held by the Department will be considered Indian Fiduciary Trust Records and will be maintained as defined by Department of the Interior Manual Part 303 Chapter 6, which is based on U.S.C. 44 Chapter 31. The Participating Tribe agrees to store and permanently retain all records relating to the Buy Back Program, active and inactive, at the Participating Tribe's expense and with full unlimited access thereto by the Department, or allow such records to be removed and stored at the applicable office at the Department of the Interior for active records, and then transferred to the American Indian Records Repository in Lenexa, Kansas for inactive records.

## XV. MODIFICATION AND TERMINATION

a. Pursuant to 2 C.F.R. § 200.308, certain types of post-award programmatic and budget changes require prior written approval from the Buy-Back Program Director.

b. The terms of this Cooperative Agreement may be modified only by written agreement of the Parties through their duly-authorized representatives. Notwithstanding the foregoing, the Buy-Back Program may make changes to this Cooperative Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions at the Participating Tribe's request, the addition of funding at the Participating Tribe's request, or de-obligation of excess funds during closeout of the Cooperative Agreement, provided that no unilateral modification will, in any manner, change any material term of the Cooperative Agreement.

c. Pursuant to 2 C.F.R. § 200.339, either Party may terminate the Cooperative Agreement prior to the period of performance end date listed in Section VI.

d. Pursuant to 2 C.F.R. § 200.343, the Buy-Back Program will close out the Cooperative Agreement when it determines that all applicable administrative actions and all required work has been completed.

## XVI. NO EFFECT ON SOVEREIGN IMMUNITY

Nothing in this Cooperative Agreement shall be construed to limit, alter, waive, or modify the legal rights, interests, benefits, privileges, or immunities possessed by either Party.

## XVII. AGENCY AND TORT LIABILITY

The Participating Tribe is not an agent or representative of the United States, and neither the Buy-Back Program nor the Participating Tribe will represent the Participating Tribe as such to third parties. Buy-Back Program employees are not agents of the Participating Tribe and will not act on behalf of the Participating Tribe. Employees of the Participating Tribe are not agents of the Buy-Back Program and will not act on behalf of the Buy-Back Program. Members and employees of the Participating Tribe are not considered U.S. Government employees, officers, or agents and are not covered under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., or the Federal Employee Compensation Act, 5 U.S.C. 8101 et seq.

## XVIII. APPLICABLE REGULATIONS AND OTHER PROVISIONS

a. 2 C.F.R. § 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" is hereby incorporated by reference and made a part of this Cooperative Agreement.

b. **Departmental Standard Terms and Conditions**. The following Departmental standard terms and conditions, to the extent that they are applicable to the Participating Tribe, are hereby incorporated by reference and made a part of this Cooperative Agreement:

   i. 2 C.F.R. Part 1400 - Nonprocurement Debarment and Suspension

   ii. 2 C.F.R. Part 25 - Appendix A - Central Contractor Registration and Data Universal Numbering System (Attachment A).

   iii. 2 C.F.R. Part 170 - Appendix B - Reporting Subawards and Executive Compensation Information (Attachment B).

   iv. 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000 (Attachment C)

   v. 2 C.F.R. Part 1401 - Requirements for a Drug-Free Workplace (Financial Assistance)

   vi. 43 C.F.R. Part 18 - New Restrictions on Lobbying

   vii. Recipient Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights.

      1. This Cooperative Agreement Award and employees working on this Cooperative Agreement award will be subject to the whistleblower rights

and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712.

2. The Participating Tribe shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712.

3. The Participating Tribe shall insert the substance of this clause, including this paragraph (3) in all subawards or subcontracts over the simplified acquisition threshold. 42 C.F.R. § 52.203-17.

viii. **Conflict of Interest.** The Participating Tribe must establish safeguards to prohibit its employees and subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Participating Tribe is responsible for notifying the Buy-Back Program in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Participating Tribe or its employees in a position of conflict, real or apparent, between their responsibilities under the Cooperative Agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision making affecting the Cooperative Agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Participating Tribe and/or the Participating Tribe's employees and Sub-recipients in the matter. The Buy-Back Program Director and the servicing Department of the Interior Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Buy-Back Program Director will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Buy-Back Program Director in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the Cooperative Agreement Award. Failure to make required disclosures may result in any of the remedies described in 2 C.F.R. § 200.338, *Remedies for Noncompliance*, including suspension or debarment (see also 2 C.F.R. Part 180).

**c. Other Provisions**

i. **Privacy Act**. The Privacy Act, 5 U.S.C. § 552a, ("the Act") applies to all activities under this Cooperative Agreement, and the Participating Tribe agrees to protect personally- identifiable information and other privileged and confidential information as defined under the Act and other applicable federal laws. In order to receive access to personally identifiable information, the Participating Tribe's staff must sign a non-disclosure agreement and take Privacy Act and information security training.

ii. **Non-Exclusive Agreement**. This Cooperative Agreement in no way restricts the Buy-Back Program from entering into similar agreements, or participating in similar activities or arrangements, with other tribes, public or private agencies, organizations, or individuals.

iii. **Survival.** Any and all provisions, which, by their nature, are reasonably expected to be performed after the expiration or termination of this Cooperative Agreement, shall survive and be enforceable after the expiration or termination of this Cooperative Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of, and in connection with, this Cooperative Agreement shall survive the expiration or termination of this Cooperative Agreement.

iv. **Partial Invalidity.** If any provision of this Cooperative Agreement, or the application thereof, to any party or circumstance shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Cooperative Agreement, shall not be affected thereby, and each provision of this Cooperative Agreement shall be valid and be enforced to the fullest extent permitted by law.

v. **No Employment Relationship.** This Cooperative Agreement is not intended, and shall not be construed, to create an employment relationship between the Department or any bureau thereof and the Participating Tribe or its members, employees, or contractors. No Participating Tribe or its member, employee, or contractor shall perform any function or make any decision reserved by law or policy to the federal government.

vi. **No Third-Party Rights**. This Cooperative Agreement creates enforceable obligations between only the Department and the Participating Tribe. Except as expressly provided herein, it is not intended, nor shall it be construed, to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Cooperative Agreement.

vii. **Captions and Headings**. The captions, headings, article numbers and paragraph numbers appearing in this Cooperative Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Cooperative Agreement or in any way affecting this Cooperative Agreement.

viii. **Conflict.** In the event of a conflict between any information contained in the Cooperative Agreement Application and the Cooperative Agreement, the Cooperative Agreement and the Status Report shall prevail.

## XIX. EXECUTION OF COOPERATIVE AGREEMENT

Authorized Tribal Official:

| | |
|---|---|
| Name | Title |
| Signature | Date |

Land Buy-Back Program for Tribal Nations:

| | |
|---|---|
| John H. McClanahan<br>Director<br>Land Buy-Back Program for Tribal Nations<br>U.S. Department of the Interior | Date |

**ATTACHMENT A (Departmental Standard Terms and Conditions)**

**2 C.F.R. Part 25 – Appendix A - Central Contractor Registration and Data Universal Numbering System**

*The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.*

*A. Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

*C. Definitions*
For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. ll.210 of the attachment to OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations'').

   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

**ATTACHMENT B (Departmental Standard Terms and Conditions)**

2 C.F.R. Part 170 - **REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph E. of this award term).

2. Where and when to report.

   i. You must report each obligating action described in paragraph A.1. of this award term to http://www.fsrs.gov.

   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at https://www.sam.gov specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

   i. the total Federal funding authorized to date under this award is $25,000 or more;

   ii. in the preceding fiscal year, you received—

      (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

      (b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for-profit organization;

   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement

of incidental property and services needed to carry out the award project or program.

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

   i. Salary and bonus.

   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

   v. Above-market earnings on deferred compensation which is not tax-qualified.

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds $10,000.

**ATTACHMENT C (Departmental Standard Terms and Conditions)**

**2 C.F.R. Part 175 Trafficking Victims Protection Act of 2000**

This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104(g)).

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1400.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1400.

(c) *Provisions applicable to any recipient.*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) "Employee" means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity:"

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

FY 2019

# THE NAVAJO NATION
# PROGRAM BUDGET SUMMARY

EXHIBIT C


BUDGET FORM 1

PART I. Business Unit No.: _____ Program Title: Land Buy-Back Program Division/Branch: Legislative

Prepared By: Larry Rodgers Phone No.: 505-786-2432 Email Address: lasar98@yahoo.com

| PART II. FUNDING SOURCE(S) | Fiscal Year /Term | Amount | % of Total |
|---|---|---|---|
| FY 2019 Federal LBBP | 03/04/19-09/30/19 | 415,461 | 100% |
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| | | | |
| | TOTAL: | $415,461 | 100% |

| PART III. BUDGET SUMMARY | Fund Type Code | (A) NNC Approved Original Budget | (B) Proposed Budget | (C) Difference (Column B - A) |
|---|---|---|---|---|
| 2001 Personnel Expenses | | | 161,125 | 161,125 |
| 3000 Travel Expenses | | | 89,558 | 89,558 |
| 3500 Meeting Expenses | | | | 0 |
| 4000 Supplies | | | 22,358 | 22,358 |
| 5000 Lease and Rental | | | 22,050 | 22,050 |
| 5500 Communications and Utilities | | | 25,025 | 25,025 |
| 6000 Repairs and Maintenance | | | 0 | 0 |
| 6500 Contractual Services | | | 0 | 0 |
| 7000 Special Transactions | | | 44,220 | 44,220 |
| 8000 Public Assistance | | | | 0 |
| 9000 Capital Outlay | | | | 0 |
| 9500 Matching Funds | | | | 0 |
| 9500 Indirect Cost | | | 54,125 | 54,125 |
| TOTAL | | $0 | 418,461 | 418,461 |

| PART IV. POSITIONS AND VEHICLES | (D) | (E) |
|---|---|---|
| Total # of Temp Positions Budgeted: | | 7 |
| Total # of Temporarily Assigned Vehicles: | | 5 |

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

Larry Rodgers, Executive Director
SUBMITTED BY: Program Manager's Printed Name

Larry Rodgers 01149
SUBMITTED BY: Program Manager's Signature and Date

Seth Damon, Speaker Pro Temp
APPROVED BY: Division Director/Branch Chief's Printed Name

2/21/19
APPROVED BY: Division Director/Branch Chief's Signature and Date

EXHIBIT C

**PART I. PROGRAM INFORMATION:**

**Business Unit No.:** _____ **Program Name/Title:** Land Buy-Back Program

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

Office of ENLC (IGRAP-64-04) to assist Commission resolving land issues; mitigating energy development impacts; coordinating with other govt & private interests; & informing ENA communities regarding land matter; researching/studying Commission initiatives; support the operation of the Commission

**PART III. PROGRAM PERFORMANCE CRITERIA:**

| | 1st QTR | | 2nd QTR | | 3rd QTR | | 4th QTR | |
|---|---|---|---|---|---|---|---|---|
| | Goal | Actual | Goal | Actual | Goal | Actual | Goal | Actual |
| **1. Goal Statement:** Operation formation: Personnel hiring, Train crew & start Information meetings | | | | | | | | |
| **Program Performance Measure:** *Hire and set up Program Office and disassemble at Program end* | | | 1 | | | | 1 | |
| **2. Goal Statement:** Coordinate w/ chaps, BIA, OST & LBBP, Tribal regarding allotment lands | | | | | | | | |
| **Program Performance Measure:** *Conduct meetings with entities about Program operation and information* | | | 4 | | 4 | | 4 | |
| **3. Goal Statement:** Conduct outreach meeting for landowners at Chapters and non-chapter locations | | | | | | | | |
| **Program Performance Measure:** *Make presentations at selected chapter and other meeting places* | | | 22 | | 20 | | 10 | |
| **4. Goal Statement:** Assist landowners with allotment locations | | | | | | | | |
| **Program Performance Measure:** *Prepare maps for landowners and others* | | | 30 | | 50 | | 15 | |
| **5. Goal Statement:** Prepare performance reports to funding source | | | | | | | | |
| **Program Performance Measure:** *Submit Performance Reports for NN Internal and to Federal Source* | | | 2 | | 2 | | 2 | |

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

Larry Rodgers, Executive Dir
**Program Manager's Printed Name**

Larry Rodgers 01/4/19
**Program Manager's Signature and Date**

Seth Damon, Speaker
**Division Director/Branch Chief's Printed Name**

2/11/19
**Division Director/Branch Chief's Signature and Date**

| SUB ACCT | POS NO | JOB TYPE | POSITION TITLE | EMP ID | WRKSITE CODE | FY 2018 ACTUAL | | FY 2019 PROPOSED | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | G/S | SALARY | HOURS | BUDGET |

New Federally-Funded Program for Seven (7) Months; All staff TEMPORARY

PART I. PROGRAM INFORMATION:

Program Name/Title: Land Buy-Back Program  Business Unit No.: _____

PART II. DETAILED BUDGET:

| (A) | (B) | | (C) | (D) |
|---|---|---|---|---|
| Object Code (LOD 6) | Object Code Description and Justification (LOD 7) | | Total by DETAILED Object Code (LOD 6) | Total by MAJOR Object Code (LOD 4) |
| | 2001 PERSONNEL EXPENSES | | | 161,125 |
| | Employee salaries and fringe benefits; salary adjustments/merit increases | | | |
| 2320 | Temporary [All at 7 months or -1200 hours) | | 146,544 | |
| | Program Supervisor II (1 x 21.82 x 1176] | 25,660.32 | | |
| | Admin Assistant (1 x 17.19 x 1172.2095) | 20,150.28 | | |
| | Community Involvement Specialist (5 x 17.19 x 1172) | $ 100,733.40 | | |
| 2900 | Fringe Benefits | | | |
| | Temp (146,644 x 9.95%) | 14,581.13 | | |
| | 3000 TRAVEL EXPENSES | | | 89,558 |
| | Meals, lodging, Tribal Vehicle rental, POV use & other program-related travel expenses; | | | |
| | Transportation to and from authorized travel meetings and events (staff & outreach meetings, etc.) | | | |
| 3110 | Fleet | | 54,166 | |
| | 3111: Monthly/Perm | | | |
| | Mid-size SUV 5 units @ 460/Mo x 7 | 16,100.00 | | |
| | 3113: Mileage @ 25,000 miles x .28 x 5 | 35,000.00 | | |
| | Tax @ 6% for 3111 & 3113 | 3,066.00 | | |
| | | TOTAL | 200,710 | 250,683 |

PART I. PROGRAM INFORMATION:

Program Name/Title: Land Buy-Back Program Business Unit No.: _____

PART II. DETAILED BUDGET:

| (A) | (B) | | (C) | (D) |
|---|---|---|---|---|
| Object Code (LOD 6) | Object Code Description and Justification (LOD 7) | | Total by DETAILED Object Code (LOD 6) | Total by MAJOR Object Code (LOD 4) |
| | 3000 TRAVEL EXPENSES (continued...) | | | |
| 3230 | Personal Travel | | 35,392 | |
| | 3240: Per Diem Meals (51.00 x 199) | 10,149.00 | | |
| | 3250: Lodging (100.44 x 98) | 9,843.12 | | |
| | 3260: POV Mileage (.545 x 28,257 mi) | 15,400.07 | | |
| | 4000 SUPPLIES | | | 22,358 |
| | Office supplies of paper items, binders, pens, markers, flip charts, ink cartridges, Postage and freight; Printing and binding; Photocopying; Periodical subscriptions. | | | |
| 4120 | Office Supplies | | 1,400 | |
| | 4130: General Office Supplies | 1,400.00 | | |
| 4200 | Non-Capital Assets | | 1,370 | |
| | 4230: Non-Capital Computer Equip | 1,370.00 | | |
| 4410 | Operating Supplies | | 19,588 | |
| | 4420: General Operating Supplies | 1,890.00 | | |
| | 4440: Non-Cap Cmptr Software | 735.00 | | |
| | 4460: Food Supplies | 7,800.00 | | |
| | 4530: Printing, Binding, Photocopying | 9,000.00 | | |
| | 4540: Books, Periodicals, Subscription | 163.00 | | |
| | | TOTAL | 57,750 | 22,358 |

PART I. PROGRAM INFORMATION:

Program Name/Title: Office of Eastern Navajo Land Commission  Business Unit No.: _____

PART II. DETAILED BUDGET:

| (A) Object Code (LOD 6) | (B) Object Code Description and Justification (LOD 7) | | (C) Total by DETAILED Object Code (LOD 6) | (D) Total by MAJOR Object Code (LOD 4) |
|---|---|---|---|---|
| | 5000 LEASE & RENTAL | | | 22,050 |
| | Office space lease for 7 months (Qrtrly payments); Rental of meeting rooms; equipment rental of copier for main office | | | |
| 5110 | Building | | 3,500 | |
| | 5120: Ofc Space (500/mo x 7) | 3,500.00 | | |
| 5310 | Building/Space | | 18,550 | |
| | 5320: Meeting Space (different places 52 mtgs) | 16,100.00 | | |
| | 5370: Equipment Rental (350 x 7) | 2,450.00 | | |
| | 5500 COMMUNICATIONS & UTILITIES | | | 25,025 |
| | Basic & Long distance telephone services; internet connectivity; Utility services for the main office | | | |
| 5520 | Telephone | | 25,025 | |
| | 5530: Basic Services & Toll-Free line | 2,450.00 | | |
| | 5560: Hardware-Install and Uninstall (1 location) | 1,400.00 | | |
| | 5580: Internet DSL | 1,400.00 | | |
| | 5620: Cellular/Hotspot | 14,700.00 | | |
| 5700 | Utilities | | | |
| | 5720: Electricity | 2,100.00 | | |
| | 5740: Propane/Gas | 2,275.00 | | |
| | 5760: Water Services | 700.00 | | |
| | | TOTAL | 47,075 | 47,075 |

PART I. PROGRAM INFORMATION:

Program Name/Title: Land Buy-Back Program Business Unit No.: _____

PART II. DETAILED BUDGET:

| (A) Object Code (LOD 6) | (B) Object Code Description and Justification (LOD 7) | | | (C) Total by DETAILED Object Code (LOD 6) | (D) Total by MAJOR Object Code (LOD 4) |
|---|---|---|---|---|---|
| | 7000 SPECIAL TRANSACTIONS | | | | 44,220 |
| | Training and certification Defensive Driving and Notary Public; Media outlets in newsprint and radio; Insurance premiums for Workers Comp, Property, and Tribal Vehicle Deductable; Physical & Liability | | | | |
| 7410 | Media | | | 37,007 | |
| | 7440: Print Advertisement | | 13,732.00 | | |
| | 7450: Radio | | 23,275.00 | | |
| 7510 | Training & Professional Dues | | | 1,750 | |
| | 7520: Training/Registration Fees | | 1,750.00 | | |
| 7710 | Insurance Premiums | | | 5,463 | |
| | 7720: Property - Contents ($20,700/1,000 x .79) | | 16.35 | | |
| | 7740: Auto Liability ($104.14/vehicle x 5 units) | | 520.70 | | |
| | 7750: Auto Physical Damage ($117.63 x 5 units)) | | 588.15 | | |
| | 7765: Policy Payment (Gen Liab: $PersExpnsTtl/100 x .34) | 161,125.13 | 547.83 | | |
| | 7766: Auto Deductable ($500/vehicle x 5) | | 2,500.00 | | |
| | 7767: Workers Comp (Prsnnl-FringeBen/100 x .88) | 146,544.00 | 1,289.59 | | |
| | 9500 MATCHING & INDIRECT COST | | | | 54,125 |
| 9710 | IDC | | | 54,125 | |
| | 9720: Indirect Cost Charge | | 54,125.00 | | |
| | | | TOTAL | 98,345 | 98,345 |

PART I. PROGRAM INFORMATION:

Program Name/Title: Land Buy-Back Program

Business Unit No.:

PART II. PERSONNEL/POSITION CHANGES:

| (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
|---|---|---|---|---|---|---|---|---|
| Type of Change | Sub Acct Object Code | Position Number | Job Type / Class Code | Position Title | Employee ID No. or Vacant | Salary | Fringe Benefit | Total (Col. G + H) |
| | | | 001247 | Program Supervisor II | Vacant | 25,800 | 2,567 | 28,367 |
| | | | 001260 | Administrative Assistant | Vacant | 20,124 | 2,002 | 22,126 |
| | | | 003821 | Cmty Involvement Specialist | Vacant | 20,124 | 2,002 | 22,126 |
| | | | 003821 | Cmty Involvement Specialist | Vacant | 20,124 | 2,002 | 22,126 |
| | | | 003821 | Cmty Involvement Specialist | Vacant | 20,124 | 2,002 | 22,126 |
| | | | 003821 | Cmty Involvement Specialist | Vacant | 20,124 | 2,002 | 22,126 |
| | | | 003821 | Cmty Involvement Specialist | Vacant | 20,124 | 2,002 | 22,126 |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | PAGE TOTAL: | 146,544 | 14,581 | 161,125 |

# THE NAVAJO NATION
# EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION



**PART I. PROGRAM INFORMATION:**

**Funding Period:** March 04, 2018 to August 30, 2019

**Program Name/Title:** Land Buy-Back Program

**K #:**

**Contract/Grant No.:**

**Prepared by:** Larry Rodgers

**PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT**

The intent of the LBBP is to assist Tribes with land consolidation. The funded Navajo Program will provide informational and eduational outreach to allotment owners on the option of selling ownership interests.

**PART III. BUDGET INFORMATION:**

| (A) Major Object Code | (A) Description | (B) Current Award Fiscal Year 2019 | (C) Anticipated Funding Fiscal Year __ | (D) Difference Columns (C) - (B) |
|---|---|---|---|---|
| 2001 | Personnel Expenses | 161,125 | | (161,125.00) |
| 3000 | Travel Expenses | 89,558 | | (89,558.00) |
| 3500 | Meeting Expenses | | | - |
| 4000 | Supplies | 22,358 | | (22,358.00) |
| 5000 | Lease and Rental | 22,050 | | (22,050.00) |
| 5500 | Communication and Utilities | 25,025 | | (25,025.00) |
| 6000 | Repairs and Maintenance | | | - |
| 6500 | Contractual Services | | | - |
| 7000 | Special Transaction | 44,220 | | (44,220.00) |
| 8000 | Assistance | | | - |
| 9000 | Capital Outlay | | | - |
| 9510 | Matching - Cash | | | - |
| 9610 | Matching - In - Kind | | | |
| 9710 | Indirect Cost (Overhead) Allocation | 54,125 | | (54,125.00) |
| | **TOTALS:** | **418,461** | **-** | **(418,461.00)** |

**PART IV.**

| | | | |
|---|---|---|---|
| **MATCH FUNDS - No. of Positions:** | | | - |
| **MATCH FUNDS - Required GF Cash Match:** | | | - |
| **Required GF In-Kind Match:** | | | - |
| **Required GF % Match:** | | | - |

**CONCURRED BY:**

**Contracting Officer's Signature / Date:**

**PART V. ACKNOWLEDGEMENT:**

**Submitted by (print):** Larry Rodgers, Exec Dir: ENLC

**Signature/Date:** Larry Rodgers 01149

**Approved by (print):** Seth Damon, Speaker Pro Temp

**Signature/Date:** 2/11/19

EXHIBIT
tabbies
D

ENLCJA-01-19

RESOLUTION OF THE
EASTERN NAVAJO LAND COMMISSION

**Recommending to the Naabik'iyati' Committee of the Navajo Nation Council to Approve and Accept the Cooperative Agreement between the Navajo Nation and the United States Department of the Interior for the Navajo Land Buy-Back Program**

**WHEREAS:**

1) Pursuant to 2 NNC § 861 (B) (3), and as amended by CAP-11-08, the Eastern Navajo Land Commission ("the Commission") is established for the purpose of coordinating efforts of resolving land-related issues with Federal, State, County, and other local authorities and private interests throughout the Eastern Navajo Agency; and

2) The Commission through the Office of the Navajo Nation President submitted a proposal for the Navajo Nation ("Nation") to participate in the federal Land Buy-Back Program (LBBP) during spring 2018. A final version of the proposal became the basis for the Cooperative Agreement Award offer to the Nation dated December 03, 2018 and amended on December 21, 2018. The Award Letter (Exhibit "A"), and Cooperative Agreement (Exhibit "B"), and a detailed Navajo Nation budget (Exhibit "C") reflecting the offer grant amount are herewith attached; and

3) The intent of the award and operation of the Navajo LBBP is to conduct educational outreach to inform Navajo Allotment landowners about their options as potential sellers. The US DOI has a Program ceiling of 15% for the Indirect Cost (IDC) rate, the Nation's rate is 15.65%; and

4) The Commission finds the Cooperative Agreement beneficial to the Nation's allotment owners and the Nation with its long-term land consolidation efforts.

**NOW, THEREFORE BE IT RESOLVED THAT:**

The Eastern Navajo Land Commission of the Navajo Nation Council hereby recommends to the Naabik'iyati' Committee of the Navajo Nation Council to approve and accept the Cooperative Agreement between the Navajo Nation and the United States Department of the Interior for the Navajo Land Buy-Back Program, and further recommends the Committee to accept the Cooperative Agreement IDC cap rate of 15%.

**CERTIFICATION**

I hereby certify that the forgoing resolution was duly considered by the Eastern Navajo Land Commission at a duly called meeting in Window Rock, Navajo Nation (AZ), at which a quorum was present, and the same was passed by a vote of 5 in favor and 0 opposed, this 7th day of January 2019.

Seth Damon, Presiding Chairperson
EASTERN NAVAJO LAND COMMISSION

Motion : Edmund Yazzie
Second : Jonathan Perry

LEGISLATIVE BRANCH
THE NAVAJO NATION
POST OFFICE BOX 3390
WINDOW ROCK, ARIZONA 86515

No. 5197

# SECTION 164 REVIEW PROCESS

NAME: LARRY RODGERS, EXEC DIR DEPT.: ENLC/Legislative PHONE: 507 786 2430

DOCUMENT: Navajo Nation Land Buy-Back Prog Coop Agreement DATE: 12/27/18

The Cooperative Agreement (CA) is between the US Dept of the Interior (DOI) and the Navajo Nation to operate a program to conduct Outreach activities on the Navajo Nation. A Program Office will be established with a grant award of $ 418,461 to employ seven (7) staff and operate for seven (7) months.

A Naabik'iyati' Committee legislation is needed to grant a waiver for Reduction of the IDC rate from 15.65% to 15.0%. The 15% is a ceiling requirement of the Federal Land Buy-Back Program.

Attachments: Exhibit "A" Letter of Offer/Amendment; Exhibit "B" Cooperative Agreement; Exhibit "C" Navajo Nation's Budget reflecting Grant Amount

## SURNAME

| | | |
|---|---|---|
| 1. ENLC: | | Date: ~~12/27/18~~ 122718 |
| 2. Office of the Speaker: | | Date: 1-2-19 |
| 1/31/19 3. OMB: | -see memo insufficient | Date: 1/28/19 |
| Clear 4. Office of the Controller: | Shirlene Anne Reydale | Date: 013119 |
| 5. DOJ/OLC: | | Date: 2/7/19 |
| 6. Naabi Cmte: | | Date: 2/11/19 |
| 7. | | Date: |

Date Signed: No. of Signatures:

Disposition: Initial:

WHITE - Original CANARY - Department

LEGISLATIVE BRANCH
THE NAVAJO NATION
POST OFFICE BOX 3390
WINDOW ROCK, ARIZONA 86515

No. 5197

# SECTION 164 REVIEW PROCESS

NAME: LARRY RODGERS, EXEC DIR DEPT.: ENLC/Legislative PHONE: 507 786 2430

DOCUMENT: Navajo Nation Land Buy-Back Prog Coop Agreement DATE: 12/27/18

The Cooperative Agreement (CA) is between the US Dept of the Interior (DOI) and the Navajo Nation to operate a program to conduct Outreach activities on the Navajo Nation. A Program Office will be established with a grant award of $ 418,461 to employ seven (7) staff and operate for seven (7) months.

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Attachments: Exhibit "A" Letter of Offer/Amendment; Exhibit "B" Cooperative Agreement; Exhibit "C" Navajo Nation Budget reflecting Grant Amount

Forward to Parliamentarian

# SURNAME

1. ENLC: [signature] Date: ~~12/27/18~~ 12/27/18
2. Office of the Speaker [signature] Date: 1-2-19
3. OMB: [signature] see memo insufficient Date: 1/28/19
4. Office of the Controller: [signature] Date: 2/1/19
5. DOJ/OLC: [signature] Date: 2/7/19
6. Naabi Conte: [signature] Date: 2/11/19
7. _____ Date: _____

Date Signed: _____ No. of Signatures: _____

Disposition: _____ Initial: _____

WHITE • Original CANARY • Department

**NAVAJO NATION DEPARTMENT OF JUSTICE**
*OFFICE OF THE ATTORNEY GENERAL*

DOREEN N. MCPAUL
Acting Attorney General

CHERIE ESPINOSA
Acting Deputy Attorney General

MEMORANDUM

TO: Larry Rodgers, Executive Director
Eastern Navajo Land Commission

FROM: Veronica Blackhat, Assistant Attorney General
Natural Resources Unit, NNDOJ

DATE: February 7, 2019

SUBJECT: **Doc 5197: Eastern Navajo Land Commission - Land Buy-Back Program Cooperative Agreement.**

The Navajo Nation Department of Justice (NNDOJ) has reviewed the above-mentioned document and finds it legally sufficient. However, please be aware that since the funding agency has limited the indirect cost (IDC) rate to 15%, a waiver from the Naabik'íyáti' Committee will be required since it is below the Navajo Nation approved (IDC) rate of 15.65%. Pursuant to 2 N.N.C. §701(A)(10)(a), the Naabik'íyáti' Committee may waive indirect cost when the division, department or program requesting the waiver demonstrates a statutory and/or regulatory requirement that limits indirect cost for a particular grant. As such, the Eastern Navajo Land Commission will need to provide this information when the IDC waiver is sought.

If you have any questions, please call me at 928-871-6347. Thank you.

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT  MYRON LIZER | VICE PRESIDENT

January 18, 2019

**MEMORANDUM**

To: Larry Rodgers, Program Manager
Eastern Navajo Land Commission (ENLC)

From: _____
Cordell Shortey, Contracting Officer
Contracts & Grants Section – OMB

Subject: 164 Document No. 5197 Eastern Navajo Land Commission –NN Land Buy-Back Program Cooperative Agreement.

The attached document was reviewed pursuant to FY 2019 NN BIM Appendix L. Sec. V. A. which in part states " All grant application must obtain prior approval by OMB CGS as required by 2 NNC § 1203(B)(1)(g)". Further in light of Sec. V. D., the review is to advise the Speaker if the grant application is sufficient for his signature for submission, acceptance or approval.

The document was further reviewed based on the attached CGS Document Review checklist which outlines documents that must be included in the application as found on Appendix L. Sec. IV. of the said BIM. The document is insufficient as explained below:

☑ to Nabi 1. Proposed IDC is capped at 15% by the funding agency which is different from NN approved FY 2018 IDC rate of 15.65%. Therefore ENLC will have to comply with 2 NNC § 701 (A) (10) on use of 15% IDC rate.

☑ Attached 2. The signature by the Speaker on Form Request for NN General Fund Appropriation for Cash Match on Contract/Grant (In-kind Match) is lacking. Apparently the signature is currently pending selection of the new Speaker. Other than that, the Form has all the necessary information needed to determine the In-kind contribution by the Nation.

☑ Revised attached 3. The NN Budget Forms also lacks the Speaker's signature as well as acceptance of the Agreement and the Awarding official of the funding agency for full execution of this Cooperative Agreement.

N/A 4. The Grant Application was electronically submitted 3/30/18 to the funding agency. A hard copy of the application was delivered to OMB/CGS on January 15, 2019 for review.

☐ To be provided after signing 5. The CFDA #15.152 is listed on the grant application, but not shown on the Cooperative Agreement.

CGS advises the ENLC to resolve the issue above before authorization by Speaker. If you have question, please call our office at (928) 871-6033.

CC: File
Seth Damon, Speaker Pro Tem, Legislative Branch/NNC

**Contracts and Grants Section / OMB**
**Request for NN General Fund Appropriation**
**for Required Cash Match on Contract / Grant**

15-Jan-19
Date

**I. Information on the Program:**

A. Eastern Navajo Land Commission — Title of Program / Division
B. Larry Rodgers — Name of Program Manager
C. 505-786-2430 — Phone No. of Program Manager
D. lasar98@yahoo.com — Email of Program Manager

**II. Information on the Contract / Grant:**

A. Land Buy-Back Program — Title of Contract / Grant
B. not yet provided — Contract / Grant No.
C. $ 418,461 — Total Funding of All Sources:
D. Feb to Aug 2019 — Annual Funding Period, Begin & End

E. If Contract is on multiple year, indicate the term _____ Begin / End - mm/dd/yy

| | Yes | NO |
|---|---|---|
| F. Does Unexpended Award Lapse at the end of funding year? | ■ | ☐ |
| G. Is Unexpended Award carried over at the end of funding year? | ☐ | ■ |

**III. Information on Funding Need and Cost Contributions:**

A. Total Cost of the Project or Activity: $ 455,616

| Entity Contributors | Percent | Amount |
|---|---|---|
| B. Grantor / Funding Agency Share: | 91.85% | $ 418,461 |
| C. Grantee / Recipient Share: | | |
| 1. Cash Match - Required | | - |
| 2. In-kind Match - Required | 8.15% | 37,155 |
| 3. Cost Sharing - Leverage | | - |
| D. Third Party Contributions: | | |
| 1. NTUA | | - |
| 2. IHS | | - |
| **Total Source Contribution:** | 100% | $ 455,616 |

**IV. Justification and Certification:**

Justification on Request for Appropriation. 1) Cite section of regulation on required matching & attach copy of the same; 2) Explain why it is crucial cash match be appropriated and 3) explain impact if cash match is not appropriated. Attach additional page if more space is required.

There is no requirement for match funding, however Indian Tribes are welcome to commit in-kind service in which case the ENLC is contributing staff time to work with the Program.

We, the undersigned below, certify that the information provided in this document is complete and accurate:

Larry Rodgers 011519 — Pending Selection of New Speaker
PREPARED BY: Program Manager-Print, Sign & Date — APPROVED BY: Division Director-Print, Sign & Date

**FOR CONTRACTS AND GRANTS SECTION/OMB USE ONLY - Comments & Recommendations:**

2/11/19

CONCURRED BY: Contracting Officer, Signature / Date: 1/18/2019

Contracts and Grants Section - OMB
Calculation Check on Budget for IDC Recovery
Pursuant to Formula at Appendix L Section VI. B.1., of FY 2019 NN BIPM

| Funding Contract: | | Cooperative Agreement USDOI Award -Land Buy-Back Program | | |
|---|---|---|---|---|
| A | B | C | D | E |
| 1 | Acct./Category | Formula | New Program Calcuclation | Original Program Calculation |
| 2 | Total Award | From NOGA | 418,461.00 | - |
| 3 | Exclusion *** | See pg. 127 of BIPM | 3,500.00 | - |
| 4 | | | | |
| 5 | IDC Base | (Row 2-3-4) | 414,961.00 | - |
| 6 | IDC rate | (1+IDC Rate) | 1.1565 | 1.1565 |
| 7 | Adj. IDC Base | (Row 5 / [1+IDC Rate]) | 358,807.61 | - |
| 8 | | | | |
| 9 | IDC Budget | (Row 5 - 7) | 56,153.39 | - |

**Legend:**

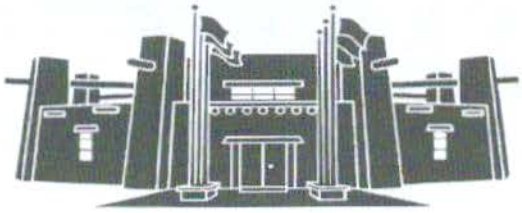
Column B Row 3 - *** Includes Welfare Assist., Scholarship, TANF; WIA, etc.

**Ineligible**- e.g., bldg. const., water/power line, PSC, 3rd Party, etc.

**Script or Instructions on Filling out above Table:**

| | |
|---|---|
| Orange | Enter Name of Contract or Grant. |
| Green | Enter Total Amount of Funding Requested or Awarded. |
| Pink | Enter Total Amount of Exclusion / Passthrough. |
| Purple | Enter result of 1 + IDC Rate Allowed by Funding Agency. |
| Blue | IDC Recovery Amount that should be in the budget of Funding Application or Award. |

*Office of Legislative Counsel*
*Telephone: (928) 871-7166*
*Fax # (928) 871-7576*



*Honorable Seth Damon*
*Speaker*
*24th Navajo Nation Council*

**MEMORANDUM**

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

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

DATE: March 7, 2019

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO NAABIK'ÍYÁTI' COMMITTEE; ACCEPTING A UNITED STATES DEPARTMENT OF INTERIOR, LAND BUY-BACK PROGRAM FOR TRIBAL NATIONS COOPERATIVE AGREEMENT AWARD TO THE NAVAJO NATION TO BE ADMINISTERED BY THE EASTERN NAVAJO LAND COMMISSION IN THE AMOUNT OF $414,461 TO OPERATE A PROGRAM TO CONDUCT OUTREACH FOR LAND CONSOLIDATION ACTIVITIES; AND TO APPROVE A WAIVER OF THE IDC RATE FROM 15.65% TO 15.0%

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

The legislation is written to be presented to the standing committee with final authority to waive the Indirect Cost Rate. The Naabik'íyáti' Committee is empowered to approve indirect cost rates that are less than the Navajo Nation indirect cost rate. The Navajo Nation's approval of the Land Buy-Back Program for Tribal Nations Cooperative Agreement is of a time-sensitive nature. For that reason the legislation is written to be presented to the Naabik'iyati' Committee.

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

Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts

in the event of proper challenge. The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).