

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

23rd NAVAJO NATION COUNCIL -- First Year, 2015

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; 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 (NEW BUSINESS UNIT NUMBER) IN THE AMOUNT OF \$940,760 TO SUPPORT LAND CONSOLIDATION ACTIVITIES AND APPROVING A 15% INDIRECT COST RATE

BE IT ENACTED:

SECTION ONE. FINDINGS

- A. The Navajo Nation Council established the Resources and Development Committee (RDC) as a Navajo Nation standing committee and as such empowered RDC with oversight over the Eastern Navajo Land Board. 2 N.N.C. §§ 501(C) (2012) see also CJA-03-13.
- B. The Navajo Nation Council established the Budget and Finance Committee (B&F) as a Navajo Nation standing committee and as such gave B&F the power to authorize, approve and accept grants from federal authorities upon the recommendation of the standing committee which as oversight of the program which has applied for the grant. 2 N.N.C. §§ 300(A) and 301(B)(15) (2012) see also CJA-03-13.
- C. The Naabik'íyáti' Committee must approve indirect cost rates that are less than the Navajo Nation indirect cost rate of 16.95 percent. 2 N.N.C. § 701(A)(10)(a).
- D. Pursuant to 2 N.N.C. §861 (B)(1), the 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."

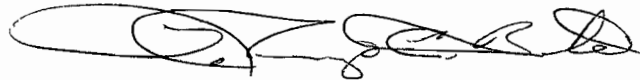
- E. The Navajo Nation through the Eastern Navajo Land Board applied for a United States Department of Interior Land Buy-Back Program for Tribal Nations Cooperative Agreement, Exhibit "B," and received an Award for \$940,760.00 which is attached as Exhibit "A". Mr. Larry Rodgers, the Executive Director of the Eastern Navajo Land Board is designated as the Tribe's Point of Contact for all matters related to the Cooperative Agreement.
- F. The Budget for the Award is attached as Exhibit "C". The Eastern Land Commission Resolution #ENCA-01-15, supporting cooperative agreement is attached as Exhibit "D".
- G. 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 1.9% less than the Navajo Nation negotiated rate of 16.9%. Therefore, a grant of a waiver for reduction of the indirect cost rate is necessary.
- H. 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 Interior Land Buy-Back Program for Tribal Nations Cooperative Agreement for \$940,760.00 to support land consolidation activities.

SECTION TWO. ACCEPTING LAND BUY-BACK PROGRAM FOR TRIBAL NATIONS COOPERATIVE AGREEMENT AWARD (NEW BUSINESS UNIT) FOR \$940,760.00 TO SUPPORT LAND CONSOLIDATION ACTIVITIES AND APPROVING AN INDIRECT COST RATE OF 15 PERCENT

The Navajo Nation hereby accepts a United States Department of 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 (New Business Unit) for \$940,760.00 to support land consolidation activities and approves the indirect cost rate of 15 percent.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 15 in favor and 0 opposed, this 9th day of April, 2015.

A handwritten signature in black ink, appearing to read "LoRenzo C. Bates", with a large, stylized initial "L" and "B".

LoRenzo C. Bates, Chairperson
Naabik'íyáti' Committee

Motion: Honorable Alton Joe Shepherd
Second: Honorable Jonathan Perry



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240



March 17, 2015

Mr. Ben Shelly
President
Navajo Nation
P.O. Box 9000
Window Rock, AZ 86515

Subject: Cooperative Agreement Award

Dear President Shelly:

The Land Buy-Back Program for Tribal Nations (Buy-Back Program) is pleased to award the Navajo Nation (Navajo) a cooperative agreement in the amount of \$940,760. These funds are provided to support land consolidation activities in response to Navajo's February 13, 2015 application as detailed in the enclosed cooperative agreement award.

This cooperative agreement award is contingent upon Navajo's participation in the Buy-Back Program being authorized through the adoption of a resolution by the Nation's governing body, or by other means in which duly authorized tribal business is conducted. Please ensure that the tribal authorization includes language requesting a list of landowner names and mailing addresses and information on the location of the tracts and the percentage of undivided interest(s) held by each landowner, consistent with 25 U.S.C. § 2216(e).

We would like to finalize this Cooperative Agreement by April 15, 2015, so that landowner outreach activities can begin as soon as possible, given that appraisal work is already underway to enable offers to Navajo landowners by approximately Spring 2016. The Buy-Back Program respects Navajo's legislative process and stands ready to help deliver presentations and materials or address questions when needed.

To accept this award, please sign on page thirteen and return the signed document to the Buy-Back Program. The Buy-Back Program will accept a scanned and emailed copy of the award to begin the award obligation process; however, the original signed document must be mailed back to the Buy-Back Program, with a tribal authorization, for award finalization. Upon receipt, the award will be signed and obligated and a copy of the final award package will be provided to the Navajo's point of contact, Mr. Larry Rodgers. We will also follow up to coordinate on the possibility of a signing ceremony regarding our agreement, which will not only commemorate our efforts to reach an agreement but also provide a positive way to begin outreach activities.

The awarded funds will be available via the Automated Standard Application for Payments system for drawdown once the agreement is fully executed and obligation processes have been completed. Navajo may request advance payments on an as-needed basis. Please note, however, that advance payment requests should be limited to the amount needed and timed in accordance with Navajo's immediate cash requirements pursuant to the applicable regulations (2 C.F.R § 305). Also, the Program is able to award additional funds, upon receipt of written request, if necessary to carry out the duties of this cooperative agreement.

We appreciate the early and sustained interest from Navajo, including the initial discussion in June 2013 in Albuquerque that included you and Speaker Naize, as well as several representatives from the Navajo Executive and Legislative bodies. The Buy-Back Program has also enjoyed working with Mr. Rodgers and members of the Eastern Navajo Land Commission to develop our cooperative agreement. Their dedication and commitment to this endeavor is commendable, and we want to recognize them for their hard work. In fact, Mr. Rodgers recently came to Washington, DC on March 12, 2015, to participate in an outreach discussion among tribes who have successfully implemented the Buy-Back Program and tribes who will be implementing the Buy-Back Program at their reservation. This discussion allowed for inter-tribal collaboration for tribes to share their experience(s) so that we continue to build our collective experience. Moreover, we appreciate the involvement of Council Delegate Leonard Tsosie, and we look forward to local outreach meetings to include Navajo leaders and interested Indian allottees, consistent with Mr. Tsosie's suggestions.

The Buy-Back Program is hosting a listening session on Thursday, March 19, 2015, in Laveen, AZ at the Vee Quiva Hotel from 1-4 pm. We welcome your participation at that event, and we sent a postcard invitation to landowners as well.

In closing, the Buy-Back Program appreciates Navajo's cooperation and collaboration on this important effort. We look forward to continuing to work closely with Navajo to consolidate fractional interests successfully at the Navajo Reservation. Should you or your staff have any questions, please contact Santee Lewis, Senior Advisor on Tribal Relations, at (202) 208-4273.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. McClanahan".

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

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 111-291 (the “Settlement”), establishes a \$1.9 billion Trust Land Consolidation Fund (the “Fund”) to purchase fractional interests in trust or restricted land.
- b. The Secretary of the Interior (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, published an Updated Implementation Plan dated November 23, 2013 (“Implementation Plan”) and a Status Report dated November 20, 2014 (the “Status Report”), which are intended to be flexible, and which the Department may update from time-to-time.
- c. 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, depend upon the identification and consent of willing sellers to sell their fractional interests within a limited time period.
- d. The Status Report identifies purchase estimates (“Purchase Estimate”) that estimate a portion of the Fund that may be used on a particular reservation to acquire fractional interests from willing sellers.
- e. 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.
- f. 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.
- g. 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.*

- h. An initial Purchase Estimate of \$102,452,432 has been identified for the Reservation, which will be available for a limited time for payment directly to landowners of fractional interests by posting to Individual Indian Money (IIM) accounts following approval of sales. As described in the Status Report, within the Reservation there are approximately 4,391 fractionated tracts of land (the "Fractionated Tracts"), comprising 691,083 acres with 263,059 purchasable fractional interests (the "Fractional Interests") and 33,910 associated unique landowners (the "Owners").
- i. 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 (as may be designated in this Cooperative Agreement). If the response from Owners that receive offers is not adequate to reach the Purchase Estimate, the Buy-Back Program may in its discretion make the remaining funds available for payment to Owners of interests at different locations.
- j. Following consultation and joint planning with the Buy-Back Program, the Participating Tribe has submitted a Cooperative Agreement Application that has been approved by the Buy-Back Program Manager (as identified herein). The Scope of Work Checklist and Application Narrative submitted as part of the Cooperative Agreement Application detail the Participating Tribe's proposed involvement in the Buy-Back Program, including the phases identified in the Status Report that the Participating Tribe proposes to perform.
- k. 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, 25 U.S.C. § 2212(b)(3)(C). It is not subject to the provisions of the Indian Self-Determination and Education Assistance Act of 1974 (25 U.S.C. § 450 et seq.).

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 cooperative 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.

- 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

Funding made available through this Cooperative Agreement may only be used for the tasks and activities detailed in the Scope of Work Checklist and the Application Narrative submitted as part of the Participating Tribe's Cooperative Agreement Application and approved by the Buy-Back Program in accordance with the terms and conditions stated herein.

- a. **SCOPE OF WORK CHECKLIST.** The Participating Tribe's February 13, 2015 Scope of Work Checklist, which is incorporated herein, summarizes the agreed upon roles, responsibilities, and tasks for the Buy-Back Program and the Participating Tribe throughout the four phases of the Buy-Back Program: Outreach, Land Research, Valuation, and Acquisition. The Participating Tribe will perform Outreach.
- b. **APPLICATION NARRATIVE.** The Application Narrative is a more detailed document that expands upon and details the roles, responsibilities and tasks agreed upon in the Scope of Work Checklist. The Participating Tribe's February 13, 2015 Application Narrative, incorporated herein, describes the requirements, anticipated deliverables, tasks, costs, and other appropriate, specific details of activities to be undertaken with the funds provided through this Cooperative Agreement. The Buy-Back Program approves this Application Narrative, in accordance with the terms and conditions stated herein, with the following exceptions:
 - i. The Buy-Back Program currently estimates sending purchase offers to Owners in approximately early 2016. 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.
 - ii. The Participating Tribe's participation in the Buy-Back Program must be authorized through the adoption of a resolution of the Participating Tribe's governing body, or other means by which duly authorized Tribal business is conducted before this Cooperative Agreement is finalized.
 - iii. The Participating Tribe recognizes that the Buy-Back Program has and will make available a database of owner names and addresses, as well as mapping data, and the Participating Tribe will coordinate closely with the Buy-Back Program regarding Contractual Services to avoid unnecessary duplication of services.
 - iv. The Land Statistics Technical and/or the GIS Technician may also assist with identifying and researching fractionated tracts which may have structures if necessary and appropriate, recognizing that additional details and coordination would need to be worked out for such assistance

V. OBJECTIVES

The objectives of this Cooperative Agreement, as further described in the Scope of Work Checklist, are for the Participating Tribe to:

- a. Conduct pre-offer outreach.
- b. Conduct post-offer outreach.
- c. Identify interested sellers.
- d. Notify Owners, including whereabouts unknown Owners, of the opportunity to sell.
- e. Identify addresses and updated Owner contact information.

When identifying interested sellers and addresses and updated Owner contact information, the Participating Tribe will direct Owners to the Trust Beneficiary Call Center, the local Fiduciary Trust Officer, and/provide appropriate Buy-Back Program provided forms.

VI. PERIOD OF PERFORMANCE

- a. This Cooperative Agreement becomes effective on the date of signature by the Buy-Back Program Manager and will remain in effect, subject to the terms and conditions of this Cooperative Agreement and the funding made available herein, until April 30, 2016 or until thirty calendar days after the Buy-Back Program has provided written notice to the Participating Tribe that the Purchase Estimate has been reached, 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.
- c. The Participating Tribe may only incur costs pursuant to this Cooperative Agreement during the period of performance unless pre-award costs have been authorized 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 completed Priority Tract Ranking Worksheet submitted with its February 13, 2015 Cooperative Agreement Application ("Tribal Priority Fractional Interests").

- a. The Buy-Back Program will work in good faith and consultation with the Participating Tribe to acquire the Tribal Priority Fractional Interests to the extent feasible and cost effective. The Participating Tribe recognizes, for example, that the "mass" appraisal effort, while comprehensive, may not result in values for all of the Fractional Tracts; that certain tracts

and interests are not purchasable by the Buy-Back Program, as explained in the Status Report (e.g., at page 30); and that the Owners' decision to sell is voluntary. Thus, the Buy-Back Program cannot guarantee that the Tribal Priority Fractional Interests will be acquired.

- b. The Participating Tribe recognizes and agrees that the Buy-Back Program may acquire any other Fractional Interests on the Reservation in order to utilize the Purchase Estimate. 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.
- c. All of the Fractional Interests acquired will be held in trust by the United States for the benefit of the Participating Tribe.

VIII. KEY OFFICIALS

- a. **TRIBAL CONTACT.** The Participating Tribe hereby designates Larry Rodgers, Executive Director, Eastern Navajo Land Commission (PO Box 1950; Crownpoint, NM 87313, 505-786-2430, Lasar98@yahoo.com) as the Tribe's 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 Tribe's Point of Contact.
- b. **BUY-BACK PROGRAM TRIBAL RELATIONS ADVISOR.** The Department hereby designates Santee Lewis, Senior Advisor on Tribal Relations (1849 C Street NW, Washington, DC 20240, santee_lewis@ios.doi.gov, 202-208-4273) 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 MANAGER.** The Program Manager of the Buy-Back Program is the only official with legal delegated authority to make decisions regarding the Buy-Back Program. The Program Manager'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, changes to the Scope of Work Checklist submitted by the Participating Tribe;
 - iv. Approve, in writing, any change in the period of performance of this Cooperative Agreement;

- v. Approve, in writing, changes in any of the expressed terms, conditions, or specifications of this Cooperative Agreement; and
 - vi. 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 hereby designates Faride Kraft (1849 C Street, N.W., Washington, D.C., 20240, (202) 219-1335, faride_kraft@ios.doi.gov) as the Cooperative Agreement Specialist for all financial and administrative matters related to this Cooperative Agreement. The Department shall notify the Tribe's Point of Contact in writing of any change in the designated Cooperative Agreement Specialist.

IX. FUNDING AND PAYMENT

- a. The Buy-Back Program will make available up to \$940,760 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 and Fringe:	\$503,417
Travel:	\$110,630
Supplies:	\$ 51,800
Lease & Rental:	\$ 25,200
Communications and Utilities:	\$ 60,360
Repairs and Maintenance:	\$ 8,000
Contractual Services:	\$ 20,000
<u>Other:</u>	<u>\$ 38,645</u>
Subtotal, Direct Costs:	\$818,052
 Indirect Costs (15% MTDC Cap):	 \$122,708
 Total Award:	 \$940,760

- i. Funding awarded for Contractual Services by this Cooperative Agreement is limited to four contracts.
- 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. In no event shall costs be incurred in performance of this Cooperative Agreement in excess of the awarded amount notwithstanding the provisions in Section XV. Modification and Closeout. 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 Buy-Back Program agrees to advance or reimburse, pursuant to 2 C.F.R. § 200.305, funds to the Participating Tribe for costs in accordance with the Scope of Work, Statement(s) of Work, and the SF-424A Budget Information for Non-Construction Programs form submitted as part of the Participating Tribe's application for funding.
- c. 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.
- d. The Buy-Back Program agrees to reimburse any pre-award costs that the Buy-Back Program has approved in writing.
- e. 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 Office of the Secretary's Agency Location Code, 14010001, the Participating Tribe must successfully enroll with ASAP in order to receive Cooperative Agreement funding.
- f. 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.
- g. Pursuant to 2 C.F.R. § 200.305, the Participating Tribe shall be paid in advance provided that it maintains or demonstrates the willingness to 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 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.

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 which will materially impair the ability to meet the objective of the project; (2) favorable developments which 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
 - 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
- 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 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 Indian Self-Determination Education and Assistance Act, 25 U.S.C. § 450 *et seq.*, 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 (AIRR) in Lenexa, Kansas for inactive records.

XV. MODIFICATION AND CLOSEOUT

- 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 Manager.
- 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 this 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 conclude the Cooperative Agreement prior to the period of performance end date listed in Section IV.
- d. Pursuant to 2 C.F.R. § 200.343, the Buy-Back Program will closeout 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. § 1400 Nonprocurement Debarment and Suspension
 - ii. 2 C.F.R. § 25 Central Contractor Registration and Data Universal Numbering System (Appendix A)
 - iii. 2 C.F.R. § 170 Reporting Subawards and Executive Compensation (Appendix B)
 - iv. 2 C.F.R. § 175 Trafficking Victims Protection Act of 2000 (Appendix C)
 - v. 2 C.F.R. § 1401 Requirements for a Drug-Free Workplace
 - vi. 43 C.F.R. § 18 Restrictions on Lobbying
 - vii. Recipient Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights pursuant to the 2013 National Defense Authorization Act, P.L. 112-239.
 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 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239)
 2. The Participating Tribe shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 42 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 (as referenced in 42 C.F.R. § 2.908-9).
 - 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 Program Manager and the servicing Department of the Interior Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Program Manager will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Program Manager 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. § 180).

c. Other Provisions

- i. **Privacy Act.** The Privacy Act, 5 U.S.C. § 552a, 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 that Act and other applicable federal laws. In order to receive access to personally identifiable information, the Participating Tribe and its individual staff may be required to sign a non-disclosure agreement and/or 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, which 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 to 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 the Scope of Work Checklist, the Application Narrative, or other Cooperative Agreement Application materials and the Cooperative Agreement, the Updated Implementation Plan or the Status Report, the Cooperative Agreement, the Implementation Plan 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
Program Manager
Land Buy-Back Program for Tribal Nations
U.S. Department of the Interior

Date

APPENDIX A (Departmental Standard Terms and Conditions)

2 C.F.R. Part 25 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. II.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.

APPENDIX B (Departmental Standard Terms and Conditions)

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/excomp.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/excomp.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.

APPENDIX 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).

(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).



LAND BUY-BACK PROGRAM

IN

**NAVAJO NATION
FY 2015 BUDGET FORMAT**

THE NAVAJO NATION PROGRAM BUDGET SUMMARY

PART I. Business Unit No.:		Program Title: Navajo Land Buy-Back Program		Division/Branch: Legislative Branch	
Prepared By: Larry Rodgers		Phone No.: 505.786.2430		Email Address: lasar98@yahoo.com	

PART II. FUNDING SOURCE(S)		Fiscal Year Term	Amount	% of Total	PART III. BUDGET SUMMARY			Difference (Column B - A)
					Fund Type Code	NMC Approved Original Budget	Proposed Budget	
Federal Funds - BBP		1/1/2015 - 12/30/15	940,760.03	100%				
					2001 Personnel Expenses		503,417	503,417
					3000 Travel Expenses		110,630	110,630
					3500 Meeting Expenses			0
					4000 Supplies		51,800	51,800
					5000 Lease and Rental		25,200	25,200
					5500 Communications and Utilities		60,360	60,360
					6000 Repairs and Maintenance		8,000	8,000
					6500 Contractual Services		20,000	20,000
					7000 Special Transactions		38,645	38,645
					8000 Public Assistance			0
					9000 Capital Outlay			0
					9500 Matching Funds			0
					9500 Indirect Cost		122,708	122,708
TOTAL:					TOTAL	\$0.00	940,760	940,760

PART IV. POSITIONS AND VEHICLES		(D)	(E)
Total # of Positions Budgeted:			14
Total # of Permanently Assigned Vehicles:			5

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

Larry Rodgers, Exec Director	Lorenzo C. Bates, Speaker
SUBMITTED BY: Program Manager's Printed Name and Signature / Date	APPROVED BY: Division Director/Branch Chief's Printed Name and Signature / Date

**THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA**

PART I. PROGRAM INFORMATION:											
Business Unit No.:		Program Name/Title:	Navajo Land Buy-Back Program								
PART II. PLAN OF OPERATION REFERENCE/LEGISLATED PROGRAM PURPOSE:											
PART III. PROGRAM PERFORMANCE CRITERIA:											
1. Program Performance Area:		Office formation; Personnel hiring; Train Office crew & start info meetings;		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal Statement:		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
		Secure and implement office spaces in Crownpoint, Farmington, Gallup, & Winslow; Hire 14 staff		4							
2. Program Performance Area:		Conduct Projection OUTREACH to Allotment Owners		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal Statement:		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
		Conduct BBP informational meetings, orientations, media news releases, etc.		20		80		80		60	
3. Program Performance Area:		Update Allotment Owner contact information; Identify and notify Where Abouts Unknown (WAUs)		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal Statement:		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
		Contact individuals through mailouts; make attempts in contacting WAUs				2,000		2,500		2,500	
4. Program Performance Area:		Identify Willing/Interested Sellers		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal Statement:		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
		Maintain an active list of willing sellers and make follow-up contacts		100		1,000		2,500		2,500	
5. Program Performance Area:		Conduct Pre-Offer OUTREACH		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal Statement:		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
		Coordinate with National DOI BBP providing offers to potential sellers						20,000		4,000	
6. Program Performance Area:		Conduct Post-Offer OUTREACH		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal Statement:		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
		Begin closeout of program activities & providing information to public inquiries via meetings/announcements								40	
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.											
Larry Rodgers, Executive Director				Lorenzo C. Bates, Speaker Pro Temp							
Program Manager's Printed Name and Signature/Date				Division Director/Branch Chief's Printed Name and Signature / Date							

THE NAVAJO NATION
DETAILED LINE ITEM BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:			
Program Name/Title: Navajo Land Buy-Back Program		Business Unit No.:	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
2110	2001 PERSONNEL EXPENSES Employee salaries and fringe benefits Regular Program Manager II (1)		

THE NAVAJO NATION
DETAILED LINE ITEM BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:			
Program Name/Title:		Business Unit No.:	
Land Buy Back Program			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
	4000 SUPPLIES Office supplies: binders, pens, makers, flip charts, ink cartridges, Postage and freight; Printing and binding; Photocopying; Periodical subscriptions		51,800
4120	Office Supplies 4130: General Office Supplies 1,800.00	1,800	
4200	Non-Cap Assets 4230: Non-Capital Computer Equipment 10 units x 800 8,000.00	8,000	
4410	Operating Supplies 4420: General Operating Supplies 2,000.00 4440: Non-Cap Computer Software 10 units x 80 800.00 4450: Postage, Courier, Shipping 12 mon. x 2000 24,000.00 4530: Printing, Binding, Photocopying varied 15,000.00 4540: Books, Periodicals, Subscriptions 1 x 200 200.00	42,000	
5110	5000 LEASE & RENTAL Office space lease for 12 months; Rental of meeting rooms; equipment rental for Buy Back Program workshops or meetings away from main office. Building 5120: Office Space 12 mon. x 800 (main office) 9,600.00 5120: Office Space 12 mon. x 300 x 3 Satellite locations 10,800.00 5160: Equipment Lease 12 mo. x 300 (photocopier & printer) 3,600.00 5320: Meeting Space infrequent 6 mon. x 200 1,200.00	25,200	25,200
TOTAL		77,000	77,000

THE NAVAJO NATION
DETAILED LINE ITEM BUDGET AND JUSTIFICATION

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	Total by DETAILED Object Code	Total by MAJOR Object Code
	5000 COMMUNICATIONS & UTILITIES Basic and long distance telephone services and fax; internet connectivity; wireless; electric; propane; water services		60,360
5520	Telephone 5530: Basic Services 12 mon. x 300 x 4 locations 14,400.00 5560: Hardware/Installation 1 x 4 locations 4,800.00	19,200	
5570	Internet 5580: DSL 12 mon. x 170 x 4 locations 8,160.00	8,160	
5610	Wireless 5620: Cellular 10 units @ 12 mon. x 200 24,000.00	24,000	
5710	Energy 5720: Electric 12 mon. x 300 [main only] 3,600.00 5740: Propane 12 mon. x 375 [main only] 4,500.00	9,000	
5750	Services 5760: Water Services 12 mon x 75 [main only] \$ 900.00		8,000
6040	6000 REPAIRS & MAINTENANCE Repair & maintenance fees for properties Services 6050: Building R&M Services 1 x 4,500.00 6120: Furniture and Equipment Supplies 1 x 3,500.00	8,000	
TOTAL		68,360	68,360

THE NAVAJO NATION
DETAILED LINE ITEM BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:			
Program Name/Title: _____		Business Unit No.: _____	
Land Buy Back Program			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
	6500 CONTRACTUAL SERVICES Professional technical services in database setup; analyses; creating client file database, etc.		20,000
6830	Other Technical Services Infrequent basis: 4 x 5,000 20,000.00	20,000	
	7000 SPECIAL TRANSACTIONS Promote Buy Back Program activities, provide certificates/awards; Catering and refreshments for meetings/conferences; Provide for needed training.		38,645
7100	Programs 7130: Promotional Items: 2,500 per quarter 7190: Refreshments: 150 per month 7410: Media: 1,000 per month 7520: Training/Registration Fees: 14 x 250 x 2 (occasions) 10,000.00 1,500.00 12,000.00 7,000.00	30,500	
7710	Insurance Premiums 7720 Property - Contents (\$15,000 / 1,000 x 1.11) 7740 Auto Liability (\$144.28/veh) 7750 Auto Physical Damage (\$129.77) 7765: Policy Payment (Gen Liab: \$PersExpsTtl / 100 x .12) 7766 Auto Deductable (\$500/veh) 7767 Workers Compensation - \$RegSalariesTtl / 100 x .79 17 721 649 604 2,500 3,654	8,145	
TOTAL		58,645	58,645

[illegible]

THE NAVAJO NATION
EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION

PART I. PROGRAM INFORMATION: Program Name/Title: <u>Navajo Land Buy-Back Program</u> Funding Period: _____ Contract/Grant No.: _____ K #: _____ Prepared by: <u>Larry Rodgers</u>			
PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT			
PART III. BUDGET INFORMATION:			
(A) Major Object Code and Description	(B) Current Award Fiscal Year 2015	(C) Anticipated Funding Fiscal Year ____	(D) Difference Columns (C) - (B)
2001 Personnel Expenses	503,417		(503,417.00)
3000 Travel Expenses	110,630		(110,630.00)
3500 Meeting Expenses			-
4000 Supplies	51,800		(51,800.00)
5000 Lease and Rental	25,200		(25,200.00)
5500 Communication and Utilities	60,360		(60,360.00)
6000 Repairs and Maintenance	8,000		(8,000.00)
6500 Contractual Services	20,000		(20,000.00)
7000 Special Transaction	38,645		(38,645.00)
8000 Assistance			-
9000 Capital Outlay			-
9510 Matching - Cash			-
9610 Matching - In - Kind			-
9710 Indirect Cost (Overhead) Allocation	122,708		(122,708.00)
TOTALS:	940,760	-	(940,760.00)
PART IV. FTEs/MATCH FUNDS: No. of Positions/ FTEs: _____ MATCHING FUND REQUIRED: Required GF Cash Match: _____ Required GF In - Kind Match: _____ CONCURRED BY: _____		Approved by (print): _____ Signature/Date: _____	
PART V. ACKNOWLEDGEMENT: Contracting Officer's Signature / Date: _____ Submitted by (print): _____ Signature/Date: _____			

"URGENT"

No. 5137

SECTION 164 REVIEW PROCESS

505.870.6289 cell

NAME: Larry Rodgers DEPT.: ENLC/Legislative PHONE: 505.786.2430




DOCUMENT: Land Buy-Back Program COOPERATIVE AGREEMENT DATE: 03/20/15

The Cooperative Agreement (CA) is between the U.S. Department of the Interior (DOI) and the Navajo Nation to allow for a program operation in conducting OUTREACH activities on the Navajo Nation. A Navajo BBP Office will be established with the Grant award of \$940,760 to employ up to 14 personnel.

A Naabik'iyati' Committee legislation is needed to grant a waiver for reduction of the IDC rate of 16.9% to 15.0%, a difference of 1.9 percentage points. The 15% is a ceiling requirement of the Federal Buy-Back Program.

Attachments: Exhibit "A" is Cooperative Agreement
Exhibit "B" is NN Budget reflecting Grant amount

SURNAME

1. Program (ENLC):		Date: <u>032015</u>
2. Office of Speaker:		Date: <u>3/23/15</u>
3. OMB :		Date: 
4. Ofc. of Controller:		Date: _____
5. DOJ/OLC :		Date: _____
6. NAABI Cmte (+) :		Date: _____
7. _____		Date: _____

Date Signed: _____ No. of Signatures: _____

Disposition: _____ Initial: _____

RESOLUTION OF THE
EASTERN NAVAJO LAND COMMISSION

**Approving of and 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 a Navajo Land Buy-Back Program**

WHEREAS:

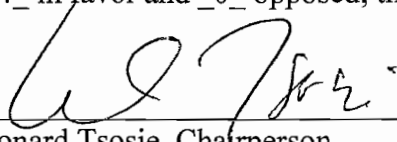
- 1) Pursuant to 2 NNC § 861 (B) (3), and as amended by CAP-11-08, the Eastern Navajo Land Commission ("the Commission") is established for the purpose of coordinating efforts of resolving land-related issues with Federal, State, County, and other local authorities and private interests throughout the Eastern Navajo Agency; and
- 2) The Commission through the Office of the Navajo Nation President submitted an initial proposal for the Navajo Nation ("Nation") to participate in the federal Land Buy-Back Program (BBP) in April 2014. Over several meetings to determine the best participation options for the Nation, two subsequent official proposals were submitted. The final proposal submitted February 13, 2015 became the basis for the Cooperative Agreement Award made to the Nation on March 17, 2015. The Award Letter and Cooperative Agreement are attached as Exhibit "A", a detailed Navajo Nation budget reflecting the offer grant amount is attached as Exhibit "B"; and
- 3) The main intent of the award is to conduct effective, educational activities informing 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 16.9%; and
- 4) The Commission is concerned the Cooperative Agreement might be too restrictive on matters of importance and crucial to the Program, these include: a) the non-definitive provision of operating the program beyond a fixed 12-month period for which the Commission proposes options for time extensions, b) the fair market determination exercise and valuation model prepared for the Navajo Nation needs to be shared with the Navajo Nation officials before implementation, and c) the need to consider alternatives to the 45-day offer-to-seller acceptance period. It is important to approve the Cooperative Agreement with option of allowing a government-to-government dialogue for these considerations and other needed agreement modifications; and
- 5) 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, approves of and 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 a Navajo Land Buy-Back Program, and the Navajo Nation accepts the Cooperative Agreement with an IDC 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 Crownpoint, Navajo Nation (NM), at which a quorum was present, and the same was passed by a vote of 4 in favor and 0 opposed, this 6th day of April 2015.



Leonard Tsosie, Chairperson
EASTERN NAVAJO LAND COMMISSION

Motion : Danny Simpson
Second : Jonathan Perry