

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



June 14, 2022

NAVAJO ENGINEERING AND CONSTRUCTION AUTHORITY
P.O. BOX 969
SHIPROCK, NEW MEXICO 87420

ATTENTION: BRETT J. GRUBBS, GENERAL MANAGER

REFERENCE: 164 Review 018027/Services Contract

Dear Brett:

Attached please find your copy of the approved Services Contract number (CO15373) with the Navajo Nation Abandoned Mine Lands (AML) Reclamation Program. The Contract has been awarded in the amount of \$15,264.00. The term of the contract will commence April 1, 2022 and expires on March 31, 2025.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Karen Bedonie at 928-871-6982.

Sincerely,

A handwritten signature in blue ink that reads "J. Ben".

Jeremy Ben, Accounting Manager
OOC – Contract Administration

cc: Karen Bedonie, Navajo Nation AML
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller-Fiscal Recovery Fund
Contract Folder: CO15373

NAVAJONATION OFFICE OF THE CONTROLLER
POST OFFICE BOX 3150 • WINDOW ROCK, AZ 86515 • PHONE: (928) 871-6308 • FAX: (928) 871-6026

Exhibit "A"

AGREEMENT

Between

THE NAVAJO ENGINEERING AND CONSTRUCTION AUTHORITY

And

THE NAVAJO AML RECLAMATION PROGRAM

This Agreement is made this **14th** day of **January 2022**, between the **Navajo Engineering and Construction Authority**, herein called 'NECA', and the **Navajo Nation, Navajo AML Reclamation Program**, herein called 'Navajo AML'.

WITNESSETH:

NECA, in consideration of the covenants and agreements contained in this Agreement to be kept and performed by Navajo AML, and upon terms and conditions herein contained, grants use rights to Navajo AML for the following described property, hereinafter called the 'Property', situated at the NECA Compound, Shiprock, New Mexico, located within the boundaries of the Navajo Reservation, and comprised of 1.35 acres, as shown on the drawing attached hereto and incorporated herein as Attachment 'B'.

Navajo AML agrees and covenants to pay rent to NECA, as follows, for the right to occupy property, to be charged on a monthly basis for a period commencing **April 1, 2022** to **March 31, 2025** unless terminated in accordance with the provisions of this Agreement.

1. Navajo AML agrees to compensate NECA in amount not to exceed **\$15,264.00 (Fifteen Thousand Two Hundred Sixty-Four and No Cents)** for use of the property covered by this Agreement, at the rate of **\$424.00 (Four Hundred Twenty-Four Dollars and No Cents)** per month.
2. Contract No. _____ shall cover the Agreement, and reference to this number shall be made on all invoices or correspondences submitted by NECA and Navajo AML for payment. Payment on this Agreement shall be made from Account **K211511.5140** for the thirty-six months of this contract as outlined on Agreement Budget, attached hereto and incorporated herein as Attachment 'A'.
3. Performance of this Agreement is contingent upon the availability of funds appropriated by the U.S. Office of Surface Mining Reclamation and Enforcement (OSMRE) to annually carry out the same.

GENERAL PROVISIONS:

1. Navajo AML agrees to use the property exclusively for the operation of Navajo AML Shiprock Field office and storage yard. In the event any other use is made of the premises by Navajo AML, this Agreement shall be rendered void at the option of NECA.
2. The parties hereto further agree that Navajo AML may place materials, supplies, equipment, and any other improvements as may be mutually agreed upon, on the property,

and remove same within ninety (90) days after the termination of its occupancy, provided that Navajo AML may not attach such fixtures or improvements in such a way that the removal thereof would in any way damage the property.

3. Navajo AML shall, unless herein specified to the contrary, maintain the property in good repair and condition during the term of this Agreement. Upon termination of the Agreement, Navajo AML agrees to remove all trash, debris and unserviceable structures and to restore the property to a neat and orderly condition.
4. The fence structure and other improvements placed upon the land described in this Agreement shall be maintained in a neat and clean manner reflecting good workmanship and in accordance with applicable codes and local requirements. Navajo AML understands that notification of the existence of undesirable conditions on the property will require immediate corrective action.
5. The parties hereto understand that neither NECA, nor Navajo AML is the agent of the other, and neither is liable for the wrongful acts or negligence of the other.
6. NECA assumes no obligation to provide utility service or any connections thereof to any facilities located on the property and shall not be held responsible for any utility or service charges incurred on the property during the life of this Agreement. Alternatively, any utility service provided by NECA will be covered under a separate miscellaneous service agreement.
7. NECA shall have the right, at any reasonable time during the term of this Agreement, with advanced notice, to enter the property to inspect the same and all buildings and other improvements thereon.
8. This Agreement shall not be assigned or transferred without NECA first providing written approval.
9. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Navajo Nation.
10. The liability of the Navajo Nation under this Agreement is contingent upon the annual availability of appropriations to carry out the same.
11. The validity of this Agreement and any of its provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the Navajo Nation.

END OF AGREEMENT AND GENERAL PROVISION

EXHIBIT 'A'

CONTRACT BUDGET JUSTIFICATION FORMULAS:

April 1, 2022 to March 31, 2023

Account No.: K211511.5140

Monthly Lease Rental Fee
6% Navajo Nation Tax

$\$400.00/\text{month} \times 12 \text{ months} = \$ 4,800.00$
 $\$ 24.00/\text{month} \times 12 \text{ months} = \$ 288.00$
 $\$ 5,088.00$

April 1, 2023 to March 31, 2024

Account No.: K211511.5140

Monthly Lease Rental Fee
6% Navajo Nation Tax

$\$400.00/\text{month} \times 12 \text{ months} = \$ 4,800.00$
 $\$ 24.00/\text{month} \times 12 \text{ months} = \$ 288.00$
 $\$ 5,088.00$

April 1, 2024 to March 31, 2025

Account No.: K211511.5140

Monthly Lease Rental Fee
6% Navajo Nation Tax

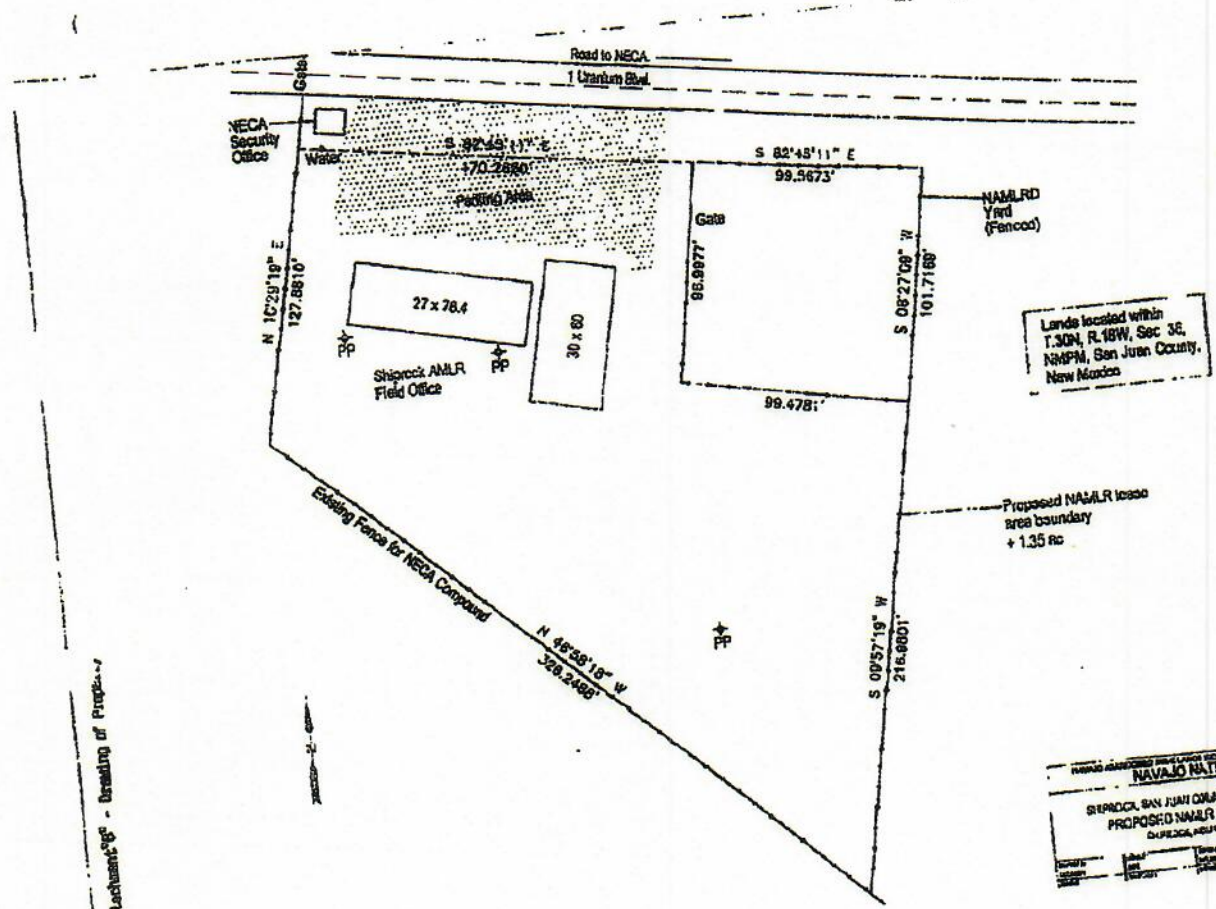
$\$400.00/\text{month} \times 12 \text{ months} = \$ 4,800.00$
 $\$ 24.00/\text{month} \times 12 \text{ months} = \$ 288.00$
 $\$ 5,088.00$

TOTAL AMOUNT OF 4 YEAR CONTRACT

\$15,264.00

END OF CONTRACT BUDGET

Exhibit B



Land located within
T.30N, R.18W, Sec 3C,
NMPM, San Juan County,
New Mexico

Proposed NAMLR lease
area boundary
+ 1.35 ac

Attachment 'B' - Drawing of Proposed

LAND MANAGEMENT REGULATION PROGRAM
NAVAJO NATION
 SHIPROCK, SAN JUAN COUNTY, NEW MEXICO
PROPOSED NAMLR LEASE DWG
 SHIPROCK, NEW MEXICO

Drawn by	Checked by	Reviewed by	Date

EXPENDITURE PLAN
Shiprock AML Lease Agreement
K211511.5140

YEAR 1

April '22	\$	400.00	6%	\$	24.00	\$	424.00
May '22	\$	400.00	6%	\$	24.00	\$	424.00
June '22	\$	400.00	6%	\$	24.00	\$	424.00
July '22	\$	400.00	6%	\$	24.00	\$	424.00
August '22	\$	400.00	6%	\$	24.00	\$	424.00
September '22	\$	400.00	6%	\$	24.00	\$	424.00
October '22	\$	400.00	6%	\$	24.00	\$	424.00
November '22	\$	400.00	6%	\$	24.00	\$	424.00
December '22	\$	400.00	6%	\$	24.00	\$	424.00
January '23	\$	400.00	6%	\$	24.00	\$	424.00
February '23	\$	400.00	6%	\$	24.00	\$	424.00
March '23	\$	400.00	6%	\$	24.00	\$	424.00
							\$ 5,088.00

YEAR 2

April '23	\$	400.00	6%	\$	24.00	\$	424.00
May '23	\$	400.00	6%	\$	24.00	\$	424.00
June '23	\$	400.00	6%	\$	24.00	\$	424.00
July '23	\$	400.00	6%	\$	24.00	\$	424.00
August '23	\$	400.00	6%	\$	24.00	\$	424.00
September '23	\$	400.00	6%	\$	24.00	\$	424.00
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December '23	\$	400.00	6%	\$	24.00	\$	424.00
January '24	\$	400.00	6%	\$	24.00	\$	424.00
February '24	\$	400.00	6%	\$	24.00	\$	424.00
March '24	\$	400.00	6%	\$	24.00	\$	424.00
							\$ 5,088.00

YEAR 3

April '24	\$	400.00	6%	\$	24.00	\$	424.00
May '24	\$	400.00	6%	\$	24.00	\$	424.00
June '24	\$	400.00	6%	\$	24.00	\$	424.00
July '24	\$	400.00	6%	\$	24.00	\$	424.00
August '24	\$	400.00	6%	\$	24.00	\$	424.00
September '24	\$	400.00	6%	\$	24.00	\$	424.00
October '24	\$	400.00	6%	\$	24.00	\$	424.00
November '24	\$	400.00	6%	\$	24.00	\$	424.00
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January '25	\$	400.00	6%	\$	24.00	\$	424.00
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\$ 5,088.00

TOTAL AMOUNT OF 4 YEAR CONTRACT

\$15,264.00

END OF CONTRACT BUDGET

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:		Business Unit No.:	
Program Name/Title: Three Years Navajo AMLR with Water Development - American Rescue Plan		NEW	
PART II. DETAILED BUDGET:		(C)	
(A)	(B)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)		
4410	Operating Supplies 4420 - General Operating Supplies for Program Operation	\$ 18,770.00	18,770.00
	LEASE & RENTAL		
5130	5140 : Lease - Land Lease for Shiprock AML at \$420 monthly rate plus 6% tax x 36 months	\$ 16,028.00	16,028.00
5130	5140 : Lease - Land Lease for Tuba City AML at \$350 monthly rate plus 6% tax x 36 months	\$ 13,356.00	13,356.00
	COMMUNICATIONS & UTILITIES		
5520	TELEPHONE 5530 : Basic Service Historical Cost for 3 Offices.	\$ 33,660.00	33,660.00
	INTERNET		
5670	5600 : TCAML : Internet/DSL Cost is \$520 x 36 months =	18,720.00	
	5600 : SRAML : Internet/DSL Cost is \$720 x 36 months =	25,920.00	
	5600 : WRAML : Internet/DSL Cost is \$650 x 36 months =	11,700.00	
		<u>56,340.00</u>	
	REPAIR & MAINTENANCE		
6000	EXTERNAL CONTRACTORS		
6200	6120 : SRAML : Pest Control @ \$200/qr x 12 quarters =	1,600.00	
	6120 : WRAML : Pest Control @ \$200/mo x 36 months =	2,400.00	
	6250 : SRAML : Waste Disposal Trash Collection @ \$200/mo x 36 months =	2,400.00	
	6260 : SRAML : Custodial Service @ \$1000/mo x 36 months =	12,000.00	
	6260 WRAML : Custodial Service @ \$1000/mo x 136 months x 55% =	19,800.00	
		<u>38,200.00</u>	
TOTAL		176,354.00	157,584.00

Per CJY-41-21,
 *TRF Ofc:
 Funds budgeted and available
 for use. OK to proceed w/
 MOA.
 Mark 3/13/22

3/17/2022 13:53:05
 Page 1
 Run Date 3/31/2022

NAVAJO NATION
 Job Status Inquiry Print

R555120WP
 K211511 US TREASURY-AMER - FRI
 Job Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
1710	6 B N	Program Revenue		2,033,414.00-	2,033,414.00-			2,033,414.00-		1.00
1710	6 T	Program Revenue		2,033,414.00-	2,033,414.00-	17,151.35-		2,016,262.65-	.01	.99
1705	5 T	CG Revenue		2,033,414.00-	2,033,414.00-	17,151.35-		2,016,262.65-	.01	.99
1700	1 T	External CG Revenue Surtax		2,033,414.00-	2,033,414.00-	17,151.35-		2,016,262.65-	.01	.99
1000	3 T	Revenues		2,033,414.00-	2,033,414.00-	17,151.35-		2,016,262.65-	.01	.99
2110	6 B N	Regular		1,054,617.00	1,054,617.00			1,054,617.00		1.00
2110	6 T	Regular		1,054,617.00	1,054,617.00			1,054,617.00		.99
2240	6 B N	Salary Adj		31,112.00	31,112.00			31,112.00		1.00
2240	6 T	Salary Adj		31,112.00	31,112.00			31,112.00		.99
2040	5 T	Permanent		1,085,729.00	1,085,729.00	12,254.21		1,042,362.79	.01	1.00
2710	6 B N	Regular		31,006.00	31,006.00			31,006.00		1.00
2710	6 T	Regular		31,006.00	31,006.00			31,006.00		.99
2700	5 T	Merit & Bonus Pay		31,006.00	31,006.00			31,006.00		1.00
2900	5 B N	Fringe Benefits		484,440.00	484,440.00			484,440.00		1.00
2910	6 T	FICA		484,440.00	484,440.00			484,440.00		.99
2920	6 T	Group Insurance				977.49		977.49-		1.00
2040	6 T	Retirement				1,538.75		1,538.75-		1.00
2950	6 T	Unemployment Benefits				2,026.25		2,026.25-		1.00
2970	6 T	Annual Leave				220.65		220.65-		1.00
2800	5 T	Fringe Benefits		484,440.00	484,440.00	85.72		85.72-		.99
2001	4 T	Personnel Expenses		1,601,175.00	1,601,175.00	4,808.86		479,631.14	.01	.99
3140	6 B N	GSA		110,700.00	110,700.00	17,063.07		1,584,111.93	.01	.99
3140	6 T	GSA		110,700.00	110,700.00			110,700.00		1.00
3100	5 T	Vehicle Use		110,700.00	110,700.00			110,700.00		1.00
3230	6 B N	Personal Travel		110,700.00	110,700.00			110,700.00		1.00
3230	6 T	Personal Travel		65,394.00	65,394.00			65,394.00		1.00
3200	5 T	Personal Travel Expenses		65,394.00	65,394.00			65,394.00		1.00
3000	4 T	Travel Expenses		176,094.00	176,094.00			176,094.00		1.00
4120	6 B N	Office Supplies		10,000.00	10,000.00			10,000.00		1.00
4120	6 T	Office Supplies		10,000.00	10,000.00			10,000.00		1.00
4200	6 B N	Non Capital Assets		35,000.00	35,000.00			35,000.00		1.00
4200	6 T	Non Capital Assets		35,000.00	35,000.00			35,000.00		1.00
4100	5 T	Office Supplies & Furniture		45,000.00	45,000.00			45,000.00		1.00
4410	6 B N	Operating Supplies		18,770.00	18,770.00			18,770.00		1.00
4410	6 T	Operating Supplies		18,770.00	18,770.00			18,770.00		1.00
4400	5 T	Operating Supplies		18,770.00	18,770.00			18,770.00		1.00
4000	4 T	Supplies		63,770.00	63,770.00			63,770.00		1.00
5130	6 B N	Land		29,384.00	29,384.00			29,384.00		1.00
5130	6 T	Land		29,384.00	29,384.00			29,384.00		1.00

NAVAJO NATION
Job Status Inquiry Print

Job K211511 US TREASURY-AMLR - FRF

Thru Date 3/31/2022

Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
5100	Lease		5 T	29,384.00	29,384.00			29,384.00		1.00
5000	Lease & Rental		4 T	29,384.00	29,384.00			29,384.00		1.00
5520	Telephone		6 B N	33,660.00	33,660.00			33,660.00		1.00
5520	Telephone		6 T	33,660.00	33,660.00			33,660.00		1.00
5570	Internet		6 B N	56,340.00	56,340.00			56,340.00		1.00
5570	Internet		6 T	56,340.00	56,340.00			56,340.00		1.00
5510	Communications		5 T	90,000.00	90,000.00			90,000.00		1.00
5500	Communications & Utilities		4 T	90,000.00	90,000.00			90,000.00		1.00
6200	External Contractors		6 B N	38,200.00	38,200.00			38,200.00		1.00
6200	External Contractors		6 T	38,200.00	38,200.00			38,200.00		1.00
6100	Plant, Property & Equipme		5 T	38,200.00	38,200.00			38,200.00		1.00
6000	Repairs & Maintenance		4 T	38,200.00	38,200.00			38,200.00		1.00
7710	Insurance Premiums		6 B N	34,791.00	34,791.00			34,791.00		1.00
7710	Insurance Premiums		6 T	34,791.00	34,791.00	88.28		34,791.00		1.00
7700	Insurance & Benefits		5 T	34,791.00	34,791.00	88.28		34,791.00		1.00
7000	Special Transactions		4 T	34,791.00	34,791.00	88.28		34,791.00		1.00
2000	Expenses		3 T	2,033,414.00	2,033,414.00	17,151.35		2,016,262.65	.01	.99

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT

MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO : Whom It May Concern
FROM : L. Platero
Tom Platero, (I) Executive Director
Navajo Nation Fiscal Recovery Fund Office
DATE : March 2, 2022
SUBJECT : Delegation of Authority – NNFRFO Executive Director

Effective Wednesday, March 2, 2022 and ending September 30, 2022, the following shall be the standing delegation for the position of Executive Director for the Navajo Nation Fiscal Recovery Fund Office:

1. Lisa Jymm, Deputy Executive Director
2. Arnold Jake, Principal Accountant
3. Shirlene Johnson, Program Supervisor II
4. Rick Abasta, Public Information Officer

This delegation will be in effect while I am on travel, on leave status or away from the office. The delegation will cover day-to-day operations and excludes training requests and off-reservation travel.

Thank you in advance for your cooperation with the designated staff while they are delegated. If you should have any questions, I can be reached at (928) 309-5532 or by email at: l.platero@navajo-nsn.gov.

ACKNOWLEDGEMENTS:

Lisa Jymm
Lisa Jymm, Deputy Executive Director

Arnold Jake
Arnold Jake, Principal Accountant

Shirlene S. Johnson
Shirlene S. Johnson, Program Supervisor II

Rick Abasta
Rick Abasta, Public Information Officer

COPIES: DISTRIBUTION

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



January 21, 2022

MEMORANDUM

TO Section 164 Reviewers

FROM Karen Bedonie
Karen L. Bedonie, Department Manager III
Navajo AML Reclamation Program Department

SUBJECT MEMORANDUM OF AGREEMENT (MOA) FOR NECA

Navajo Abandoned Mine Lands Reclamation Department is requesting your approval in renewing the land lease agreement between Navajo Abandoned Mine Lands Reclamation Department and Navajo Engineering & Construction Authority (NECA) for the Shiprock field office and storage yard. The term of the land lease agreement will be for \$15,264.00 from April 1, 2022 to March 31, 2025.

There are sufficient funds in account K211511.5140 for the three years' agreement. If you have any question or need additional information, please call me at (928) 871-6982. Thank you!