

# THE NAVAJO NATION

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JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



September 21, 2022

TSE BONITO BUSINESS PARK, LLC  
186 MESA HEIGHTS DRIVE  
DURANGO, COLORADO 81303

ATTENTION: DEBORAH KLEIN

REFERENCE: 164 Review 018835/Contract

Dear Deborah:

Attached please find your copy of the approved Contract (CO15565) with the Navajo Nation Executive Office. The Contract has been awarded in the amount of \$305,069.00. The term of the contract will commence on June 01, 2022 and expire December 31, 2026.

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 Lisa Jymm at 928-309-5535.

Sincerely,

A handwritten signature in black ink, appearing to read "Darlene Begay".

Darlene Begay, Senior Accountant  
OOC – Contract Administration

xc:    Lisa Jymm  
      Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller  
      Contract Folder: CO15565

Document No. 018835

Date Issued: 06/16/2022

**SECTION 164 REVIEW FORM**

Title of Document: Lease Agreement Contact Name: JYMM, LISA KATHERINE

Program/Division: EXECUTIVE OFFICES (OP/VP)

Email: ljymm@navajonnsn.gov Phone Number: 928-309-5535

Division Director Approval for 164A: \_\_\_\_\_

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

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

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

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

<input type="checkbox"/>	<b>Grant/Funding Agreement or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Subcontract/Contract expending or receiving funds or amendment:</b>			
	1. Division: _____	Date: <u>6/17/2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: <u>06/21/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: <u>6/24/22</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. OOC: <u>Accounting Supv.</u>	Date: <u>8/21/22</u> <u>8.31.2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: <u>9/2/22</u> <u>9/14/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>M.O.A. or Letter of Assurance expending or receiving funds or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

**LEASE BETWEEN  
THE NAVAJO NATION FISCAL RECOVERY FUND OFFICE  
AND TSE BONITO BUSINESS PARK, LLC**

**THIS LEASE** (“Lease”) is made and executed as of JUNE 01, 2022 by and between Tse Bonito Business Park, LLC (hereinafter “Landlord”), and NAVAJO NATION FISCAL RECOVERY FUND OFFICE (NNFRFO) (hereinafter “Tenant”).

**Article I**

**DESCRIPTION OF BUILDING AND PREMISES**

**Section 1.01. Building.** The buildings and other improvements commonly known as Tse Bonito Business Park, LLC are located at Tse Bonito, New Mexico. Landlord and Tenant hereby acknowledge and agree that for the purposes of this Lease, the Building shall be deemed to contain approximately 8,100 rentable square feet.

**Section 1.02. Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions set forth in this Lease, Building 1575D and 1575E of the Tse Bonito Business Park, LLC. Tenant’s right to use the Premises shall include the non-exclusive right to use such common areas within the Building, including, without limitation, lobbies, hallways and restroom facilities, as Landlord shall designate from time to time, subject to the terms and conditions hereof. Landlord and Tenant hereby acknowledge and agree that for purposes of this Lease, the Premises shall be deemed to contain 2,301 rentable square feet.

**Article II**

**TERMS AND POSSESSION**

**Section 2.01. Term.** This Lease shall be deemed binding upon Landlord and Tenant upon the full execution hereof subject to 2 N.N.C. §223(A) which provides that such a contract is expressly contingent upon the availability of appropriations by the Navajo Nation Council to carry out the same. The term of this Lease (“the Lease Term”) shall commence on June 01, 2022 (“Commencement Date”), which shall be the date that Landlord has delivered possession of the Premises to Tenant in habitable condition, provided Tenant has full right to enter and occupy the Premises under the terms of the Lease. The Lease Term shall continue until December 31, 2026 unless extended in accordance with Section 2.03 below.

**Section 2.02. Possession.** Tenant shall be responsible for the payment of Rent from the Commencement Date regardless of the date upon which Tenant occupies the Premises. In the event Landlord fails to deliver possession of the Premises to Tenant in a habitable condition within thirty (30) days after the Commencement Date, Tenant may terminate the Lease by giving written notice thereof to Landlord. In the event that Tenant does not terminate the lease the Commencement Date under the Lease shall be the date of tender of the Premises by Landlord, and Tenant shall not be responsible for any Rent covering any period prior to said tender of the Premises to Tenant.

**Section 2.03. Rent. Option to Extend Lease Term.** Tenant shall have the option to extend the Lease Term for two additional consecutive years with a 3% cost of living increase and other terms and conditions shall

remain the same, Tenant shall have no further right or option to extend the Lease Term; provided that at the time such option is exercised Tenant is not in default under the Lease. Tenant shall exercise said option by giving written notice thereof to Landlord at least ninety (90) days prior to the end of the original Lease Term. In the event Tenant fails to timely exercise such option, or is in default hereunder at the time of such exercise or at any time thereafter prior to the end of the original Lease Term, then Landlord may revoke the option to extend the lease term by providing notice of the revocation in writing to Tenant, and in which case said option shall be null and void and of no force or effect.

### **Article III**

#### **RENT**

**Section 3.01. Rent.** Tenant shall pay Landlord rent in the amount of \$5,546.71 a month (“Rent”) covering June 01, 2022 through December 31, 2026 a total of 55 months. Payments will be made on an annual basis in the amount of \$66,560.52. Tenant shall pay Landlord rent in the amount of \$305,069.00 (“Rent”) covering June 01, 2022 thru December 31, 2026.

The Tenant shall have the right to take possession of the premises at the Commencement Date. Tenant shall use the Premises only for general office use and all legal uses directly related thereto and no other purpose. No use shall be made of the Premises, and no act shall be done in or about the Premises, which is illegal, unlawful or which will materially increase the existing rate of insurance upon the Premises. Tenant shall not commit or allow any public or private nuisance or other act or thing which unreasonably disturbs the quiet enjoyment of any other tenant in the Building or of any neighboring persons, nor shall Tenant, without the prior written consent of Landlord, such consent not to be unreasonably withheld, use any apparatus, machinery or device in or about the Premises which shall cause any substantial noise or vibration.

### **Article IV**

#### **MAINTENANCE AND UTILITIES**

**Section 4.01. Maintenance.** Landlord shall maintain the exterior walls, roof, foundation and all other structural components of the building including, without limitation, plumbing, HVAC and electrical systems. Except as otherwise provided in this Lease, Tenant will maintain, at its sole cost, all other aspects of the Premises, such as equipment, fixtures, light bulbs, interior walls, interior surfaces of exterior walls, windows, doors and plate glass located within the Premises. Landlord shall have no obligations to make repairs under this Section until a reasonable time after receipt of written notice of the need for such repairs.

**Section 4.02. Utilities.** Tenant shall be responsible for and promptly pay all charges for their share of utilities, common area maintenance (CAM), and other common charges, which includes trash pickup, electric, water & sewer, property tax, lot cleaning, pest control services and liability insurance consumed in or for the Premises commencing from the Commencement Date. Tenant shall be responsible for all utilities individually metered to tenant. To the extent any utility serving the Premises is not separately metered and for other common charges, Tenant shall promptly reimburse Landlord for its pro rata share of same. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises or for the character of such services, except as a result of Landlord’s gross negligence or willful misconduct or where said interruption or failure is caused by Landlord’s failure to timely pay utilities or other services for the Building which are not

separately metered and which are not the individual responsibility of Tenant; provided, Tenant is not in default to Landlord for payment of said utilities or services.

#### **Article V**

#### **CONDITION, REPAIR, AND ALTERATIONS**

TENANT AGREES THAT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS LEASE, IT IS TAKING POSSESSION OF THE PREMISES IN AN 'AS IS' CONDITION, THAT THE PREMISES ARE IN A HABITABLE AND GOOD CONDITION FREE FROM DEFECT, THAT TENANT WILL TAKE GOOD CARE OF THE PREMISES, AND THAT NEITHER THE OUTSIDE OF THE BUILDING NOR THE STRUCTURAL COMPONENTS OF THE PREMISES WILL BE ALTERED OR CHANGED WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD, DELAYED OR CONDITIONED. TENANT SHALL FIRST REQUEST IN WRITING TO LANDLORD FOR REASONABLE REPAIRS. TENANT SHALL NOT MAKE ANY REPAIRS TO BUILDING OR PREMISES WITHOUT WRITTEN PERMISSION FROM THE LANDLORD; PROVIDED, IF LANDLORD FAILS TO MAKE REASONABLE REPAIRS AFTER THIRTY (30) DAYS NOTICE TO TENANT OR TO GIVE WRITTEN PERMISSION FOR TENANT TO MAKE REPAIRS, TENANT MAY MAKE REASONABLE REPAIRS AT LANDLORD'S EXPENSE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS LEASE, TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE ANY REPRESENTATION AS TO THE CONDITION OF THE PREMISES OR ITS SUITABILITY FOR TENANT'S USE. Except as may be expressly prohibited by this Lease, Tenant may make any non-structural improvements, alterations, and additions to the interior of the Premises as Tenant desires if such improvements, alterations, and additions do not affect the safety or preservation of the Premises. All damage or injury done to the Building or the Premises by Tenant shall be paid for by Tenant. All alterations, additions, and improvements, except fixtures installed by Tenant and which are removable without damage to the structure of the Premises, or the Building, shall become or remain, as applicable, the property of Landlord; however, provided Tenant is not in default under the Lease, any alterations, additions, and improvements that are removable by Tenant with minimal damage to the Building or Premises may be removed by Tenant if and only if Tenant repairs any damage and leaves the Building and the Premises in a clean and safe condition.

#### **Article VI**

#### **ENTRY INTO PREMISES**

Tenant will permit Landlord and its agents to enter the Premises after reasonable notice for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering, or improving the Building. When necessary for such purpose, Landlord may reasonably close entrances, doors, corridors or other facilities while Landlord is diligently pursuing such cleaning, repairs, alteration or improvements without liability to Tenant or without relieving Tenant from the duty of observing and performing any and all of Tenant's obligations under the Lease. Landlord and its agents may enter the Premises after reasonable notice for the purpose of showing the Premises to prospective tenants, prospective purchasers, or lenders. Landlord may enter Premises at any time in the case of an emergency. Except for gross negligence, Landlord shall not be liable for damages as a result of Landlord entering Premises in accordance with this Article.

**Article VII**

**DAMAGE OR DESTRUCTION**

Any repairs for damage to the Building or Premises by fire or other casualty not the fault of Tenant is the responsibility of the Landlord. If any damage or casualty not the fault of Tenant has a material effect on the right of Tenant to Tenant's quiet enjoyment of the Building and Premises and such damage or casualty is not repaired by Landlord within thirty (30) days, Tenant may elect to terminate the Lease with ten (10) days written notice to Landlord. In the event that Tenant elects not to terminate the Lease after Landlord has failed to make repairs within the thirty (30) days, until the repairs are completed, the rent shall be abated in proportion to the part of the Premises or common areas of the Building which are unusable by Tenant for the conduct of its business.

**Article VIII**

**HOLD HARMLESS AND RELEASE**

Landlord agrees to indemnify and hold harmless the Navajo Nation and its authorized agents, representatives and employees from and against any liability for loss of life, personal injury and property damage to the extent such harm or damage is caused by the Landlord. The Navajo Nation agrees that it will be liable for claims of loss of life, personal injury and property damage to the extent such harm or damage is proximate legal cause of the Navajo Nation or its authorized agents, representatives and employees. However, such liability is subject to the limitations set forth in the Navajo Nation Sovereign Immunity Act (1 N.N.C. § 551 et seq.). Tse Bonito Business Park shall be named as an additional insured on the Navajo Nation's commercial liability policy.

**Article IX**

**INSURANCE**

Tenants shall maintain such reserves in an amount not less than \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations and \$1,000,000 for Fire Damage Expense. Tenant shall maintain property coverage, Covered Cause of Loss "Special Form" to cover Tenant's improvements and betterments and all property located on or in the Premises. Tenant may further comply with its obligations under this Lease by endorsements to any surplus line policy of insurance carried by Tenant. Policies for such insurance shall waive any right of subrogation against Landlord, shall name Landlord as an additional insured and shall not be cancelable with less than thirty (30) days notice to Landlord. Prior to taking possession of the Premises and thereafter within thirty (30) days prior to the expiration or cancellation of any previously delivered policy, Tenant shall deliver to Landlord evidence satisfactory to Landlord, that such insurance is fully paid for the immediate succeeding one-year period. Landlord is under no obligation to provide insurance for any of Tenant's property located on or used in connection with the Premises.

**Article X**

**LIENS AND BANKRUPTCY**

Tenant shall keep the Building and Premises free from any liens or encumbrances arising out of any work performed by or on behalf of Tenant or otherwise relating to any act of Tenant. Tenant shall not perform

or obtain any work as Landlord's agent, for any purposes, and any lien which may arise from the Tenant's performance (or obtaining the performance of) such work shall be a lien solely against the Tenant and not against the Landlord, the Building or the Premises. In the event Tenant is adjusted bankrupt, or insolvent, or makes any assignment for the benefit of creditors, or if the business conducted on the Premises passes into the hands of any receiver, court, trustee, or officer, or if the Lease Term or any extended term shall be attached or taken on execution, such shall constitute an event of default under this Lease, and Landlord may, at its option, exercise in its sole discretion by written notice to Tenant, among other things, terminate this Lease and recover possession of the Premises from any and all parties whatsoever.

## Article XI

### **SOVEREIGN IMMUNITY; DISPUTE RESOLUTION. AND DEFAULT BY TENANT OR LANDLORD**

**Section 11.01. Sovereign Immunity.** Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the NATION, except to the limited extent provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§551 et. seq.

**Section 11.02. Arbitration.** For any dispute arising out of or relating to the Lease, the Parties shall first attempt to solve the dispute by informal negotiations, then by mediation, and finally if the dispute cannot be resolved the parties shall use the arbitration procedures referenced in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. § 554 J and § 554 K, and as set forth in the Navajo Nation Arbitration Act, as amended, at 7 N.N.C. §§ 1101 et seq. Such arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration, except to the extent such rules are modified by the following:

- (a) unless otherwise agreed to in writing by the Parties, all arbitration procedures shall be held in Window Rock, Arizona; and,
- (b) the arbitration panel shall consist of a single arbitrator, unless one of the Parties' claims exceeds \$1,000,000.00, exclusive of interest, costs, and fees; in such case the arbitration panel shall consist of three (3) arbitrators with at least one arbitrator possessing at least ten (10) years of experience in Indian Law; and,
- (c) notice of intent to invoke arbitration shall be filed in strict compliance with the notice requirements of the Navajo Sovereign Immunity Act, at 1 N.N.C. § 555; and,
- (d) whether as a result of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, any award against the NATION shall be in strict conformance with the provisions of 1 N.N.C. § 554 K 1-6; and,
- (e) whether in the context of an arbitration provided for herein or of any judicial action to enforce an arbitration award resulting from such arbitration, the laws of the Navajo Nation shall exclusively govern the interpretation of this Contract, the arbitration provisions set forth herein and the arbitration procedures conducted pursuant thereto, and the application of all provisions herein to CONTRACTOR and its subcontractors, agents, representatives, employees or consultants.
- (f) pursuant to 1 N.N.C. § 554 K and 7 N.N.C. § 1102, the appropriate Navajo Nation district court shall have exclusive jurisdiction to compel the NATION's participation in an arbitration, and shall have exclusive jurisdiction to enforce, modify, or vacate an arbitration award resulting from such arbitration.

**Section 11.03. Challenges limited.** By entering into and executing this Lease, Landlord covenants and agrees that it shall not contest or challenge the territorial, administrative, legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an

Indian tribal Nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the public's general health and welfare) over all lands, persons, activities, transactions, or occurrences within its territorial boundaries, or on any other basis not generally applicable in the context of a similar challenge to the jurisdiction of a state government.

**Section 11.04. Arbitration as bar to suit.** The arbitration provisions herein shall constitute the sole and exclusive procedural remedy to any dispute or controversy arising out of the Lease. Commencement of arbitration shall be a complete defense to any suit, action or proceeding instituted in any federal, state, or tribal court or any administrative tribunal, with respect to any dispute or controversy arising out of the Lease that is arbitrated as set forth herein.

**Section 11.05. Post-termination; post-expiration.** The arbitration provisions of this Contract shall, with respect to any dispute or controversy arising out of this Contract, survive the termination or expiration of this Contract.

**Section 11.06.** Upon breach or default on the part of Landlord hereunder which has not been cured as provided herein, Tenant may pursue any and all right, at law or equity, against Landlord. Landlord shall have thirty (30) days after receipt of written notice from Tenant within which to completely cure any default; provided, however, if such default is not completely cured within thirty (30) days and Landlord demonstrates to Tenant that Landlord is using (and will continue to use) its best efforts to completely cure the default, Landlord shall have such additional time to cure as Tenant deems reasonable and appropriate under the circumstances.

## Article XII

### NON-WAIVER

Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any existing breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such existing breach at the time of acceptance of such rent.

## Article XIII

### TRANSFER, ASSIGNMENT AND SUBLETTING

**Section 13.01. Restriction of Transfers.** Tenant shall not, either voluntarily or by operation of law, transfer, assign, convey, encumber, pledge, grant a security interest in, mortgage or hypothecate this Lease or any interest therein, nor permit the use of the Premises by any person or persons other than Tenant, nor sublet the Premises or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any transfer or assignment of this Lease by Tenant pursuant to any merger, consolidation, or liquidation or any change in the ownership, management, effective voting or operating control of Tenant from that existing as of the date of this Lease, shall constitute an assignment for the purpose of this Lease. Tenant shall not be permitted to assign this Lease or sublet any portion of the Premises to any tenant currently occupying space in the Building or to any prospective tenant with whom Landlord is engaged in discussions or negotiations for space in the Building. The consent by Landlord to any assignment of

subletting shall not be constructed as releasing Tenant from obtaining the express written consent of Landlord to any further assignment or subletting.

#### Article XIV

#### HOLDING OVER

**Section 14.01. Surrender.** Upon the expiration of earlier termination of this Lease, Tenant shall quit and surrender the Premises, in good condition and repair (reasonable wear and tear accepted) together with all alterations, additions and improvements that may have been made. If the Premises are not surrendered at the end of the Lease Term, Tenant shall be responsible for any loss or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by a succeeding tenant based on such delay, in accordance with the limitations provided under the Sovereign Immunity Act, as amended, at 1 N.N.C. §§551 et. seq.

**Section 14.02. Holding Over.** If Tenant holds over with Landlord's consent, the holdover shall be treated as a month-to-month tenancy, and shall be terminated only by notice given in writing by either party to the other party at least fifteen (15) days in advance of the 1st day of the following month. If Tenant or any successor in interest of Tenant should remain in possession of the Premises after the expiration or earlier termination of the Lease Term without the Landlord's consent, the amount of the Rent payable with respect to the holdover period shall be calculated based on one hundred and fifty percent (150%) of the Minimum Rent in effect for the last month of the Lease Term, and Tenant's occupancy shall otherwise be subject to all covenants, terms, provisions and obligations of this Lease. Nothing contained herein shall be construed to give Tenant any right to hold over or relieve Tenant from liability therefore.

#### Article XV

#### RULES AND REGULATIONS

Tenant, its employees, agents, and permitted subtenants shall comply with (and Tenant shall use its best efforts to ensure that its clients, customers, invitees, and guests comply with) the following rules and regulations. The Premises shall not be used or permitted to be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes. Tenant shall not permit vehicles inside or on the sidewalks outside the Premises or Building except in areas designated from time to time by Landlord for such purposes. Tenant shall see that the doors of the Premises are closed and securely locked before leaving the Premises. Except with Landlord's prior written consent and in accordance with arrangements approved by Landlord, Tenant shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation or orders for, sale, serving or distribution of food or beverages; provided, Tenant may maintain for the use of its employees on the Premises, a refrigerator, vending machines, microwave oven, and other like items customarily made available to employees of Tenant. Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts and shafts of the Building, free of all refuse. Any violation of such rules and regulations shall constitute a breach and default of this Lease.

**Article XVI**

**NOTICES**

Any and all notices required or permitted hereunder shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other similar reputable overnight courier, addressed as follows:

To Landlord: Tse Bonito Business Park, LLC  
c/o Deborah J. Klein  
186 Mesa Heights Drive  
Durango, Colorado 81303  
(505)870-7195 Cell Phone

Attention: Deborah J. Klein

To Tenant: Navajo Nation Fiscal Recovery Fund Office  
P.O. Box 2469  
Window Rock, Arizona 86515

Attention: Lisa Jymm, Deputy Executive Director  
Telecopier No.: (928)309-5535

Copy to: Division of General Services  
P.O. Box 9000  
Window Rock, Arizona 86515

Physical Location: 01 Window Rock Blvd. Administrative Building 01 2<sup>nd</sup> Floor  
Window Rock, Arizona 86515

or at any other address or number designated by Landlord or Tenant in writing, and any such notice or communication shall be deemed to have been given as of the date of receipt, if sent by telecopier, as of the date of delivery, if hand delivered or sent by overnight courier, as of three (3) days after the date of mailing if mailed within the continental United States, or seven days (7) after mailing, if mailed outside the continental United States.

**Article XVII**

**CAPTIONS**

The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**Article XVIII**

**TIME OF ESSENCE AND CHOICE OF LAW**

Time is of the strictest essence in the observance and performance of every term and condition of this Lease. This Lease shall be governed by the laws of the Navajo Nation.

**Article XIX**

**WARRANTY OF AUTHORITY**

Each party hereby warrants and represents to the other party that it is solvent and fully capable of performing the terms of this Lease, and that it has full and requisite power and authority to execute, deliver and perform this Lease and the documents and instruments identified herein, all in accordance with their respective terms, and that the execution of this Lease and other documents and instruments shall not act or cause a violation or breach of any court order, judgment or agreement to which it is a party. Furthermore, any person executing this Lease in other than an individual capacity hereby warrants and represents that such person has full authority to execute this Lease on behalf of and legally bind, such party.

**Article XX**

**ENTIRE AGREEMENT**

This Lease and all Exhibits hereto embody the entire agreement between the parties, and any prior oral or written understanding and/or representation not specifically enumerated herein is hereby deemed ineffective and of no force or effect. This Lease may only be amended by written instrument executed by both Landlord and Tenant.

**Article XXI**

**SECURITY MEASURES**

Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties.

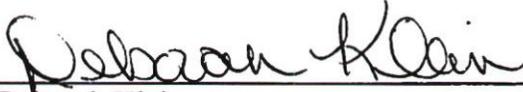
**Article XXII**

**LIMITATION OF LANDLORD'S LIABILITY**

The obligations of Landlord under this Lease are not personal obligations of the individual owners, members, directors or officers of Tse Bonito Business Park, LLC. Tenant shall look solely to Tse Bonito Business Park, LLC for satisfaction of any liability.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates provided below:

By LANDLORD:                      DATE: 6/1/2022



Deborah Klein  
Tse Bonito Business Park, LLC

By THE NAVAJO NATION:              DATE: 09.15.2022



Jonathan Nez, President  
THE NAVAJO NATION

**CONTRACT BUDGET**

FIRM NAME: Tse Bonito Business Park, LLC  
Attn: Deborah Klein

ADDRESS: 186 Mesa Heights Drive  
Durango, CO

TELEPHONE NO: (505) 870-7195

**TOTAL COST:**

<b>Business Unit</b>	<b>Object Code LOD 7</b>	<b>Description</b>	<b>TOTAL</b>
K211500	5120	Office Space	<b>\$305,069.00</b>

**Monthly Lease Cost Breakdown  
Tse Bonito Parkway**

	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Months	1575D/E	1575D/E	1575D/E	1575D/E	1575D/E	1575D/E
October	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71
November	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71
December	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71
January	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
February	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
March	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
April	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
May	\$ -	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
June	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
July	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
August	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
September	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ 5,546.71	\$ -
<b>Subtotal</b>	<b>\$ 22,186.84</b>	<b>\$ 66,560.52</b>	<b>\$ 66,560.52</b>	<b>\$ 66,560.52</b>	<b>\$ 66,560.52</b>	<b>\$ 16,640.13</b>
<b>Grand Total</b>						<b>\$ 305,069</b>

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT      MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO : Navajo Nation Administrators  
Navajo Nation '164 Reviewers

FROM :   
Tom Platero, Executive Director  
Fiscal Recovery Fund Office / OPVP  
Navajo Nation Government

DATE : July 25, 2022

SUBJECTS : LEASE AGREEMENT / OFFICE SPACE FOR DISPLACED NNFRF EMPLOYEES

Attached are the documents necessary to review, approve and process a lease agreement for office space rental between our office and Tse Bonito Business Park LLC.

Up to May 12, 2022, our staff and office was housed at the Navajo Nation Division of Transportation in the "War Room" conference room but due to air quality issues, CO2 extremely high readings, we were not allowed to return and the entire staff was displaced.

The hangar at the WR airport was the only place available so we set up operations there and accommodated our staff the best we could. With all due respect to the staff of the WR Airport staff, as they have been very kind and helpful with allowing us to use the hangar, it is not an ideal work environment and, more than likely, will not meet NIOSH standards.

We were able to find office space with Tse Bonito Business Park LLC because of the harsh working conditions at the airport hangar and for the health and safety of our employees, the landlord allowed our staff to move in while we process this lease agreement. Half the staff moved into the Tse Bonito and the other half (who are still at the hangar) are awaiting the review and approval of a lease agreement with Hogan Tso Enterprises for the office space in WR.

Although the lease agreement separates the costs between monthly rent and the various utilities, all payments to the land lord will be made from one line item of our business unit – K211500.5120, which are budgeted at K211500.5110. A budget revision request has been submitted to OMB to provide sufficient funds in those line-items.

Therefore, we are requesting your expeditious review, approval and processing of the attached lease agreement for the health and safety of our employees. Thank you and please contact us via email if there are any questions or to immediately address any issues that may cause any delays.

July 5, 2022

Navajo Nation Fiscal Recovery Fund Office  
C/O Lisa Jymm, Deputy Executive Director  
P.O. Box 2469  
Window Rock, Arizona 86515

RE: Quotation for CAM charges at Tse Bonito Business Park

Dear Lisa,

Below is a quote for the CAM charges for both Buildings D & E of Tse Bonito Business Park. Since this quote is for utilities, insurance, property tax and exterminating fees, I can only provide a quote based on past numbers. I have no control over the future cost of the CAM. This quote is based on the 55 months or the term of our contract.

Electricity	\$27,089.00
Water	6,050.00
Sewer	6,050.00
Lot & Sidewalk cleaning	6,050.00
Pest Control-Darcon	3,670.00
Waste Disposal-Navajo Sanitation	9,765.00
Property Tax	4,115.00
Commercial General Liability Coverage	<u>7,280.00</u>
	\$70,069.00

The cost of propane is not included in the quote. Your office is responsible for paying the propane company directly. If you have any questions, please contact me at (505) 870-7195.

Sincerely,

Deborah Klein  
Tse Bonito Business Park, LLC

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Deborah J. Klein</b>	
2 Business name/disregarded entity name, if different from above <b>Tse Bonito Business Park, LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>186 Mesa Heights Drive</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Durango, Colorado 81303</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
5	2	1	-	9	2	-	9	6	3	4
or										
Employer identification number										
			-							

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Deborah J. Klein</i>	Date ▶ <i>5/31/2022</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

**Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:**

- 1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.**
  
- 2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.**
  
- 3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contact (Federal, State and Tribal Government).**
  
- 4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.**

**Applicant's Address**

Tse Bonito Business Park, LLC  
Deborah J. Klein  
186 Mesa Heights Drive  
Durango, Colorado  
81303

**Name & Signature of Applicant**

Deborah J. Klein  
Type or Print Name

Deborah J. Klein 5/31/2022  
Signature Date

# THE NAVAJO NATION

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JONATHAN NEZ | PRESIDENT    MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO:            Leonora Henderson, MBA  
                Senior Program & Projects Specialist  
                NN Fiscal Recovery Fund Office

FROM:          
                Shawnevan Dale, Program Supervisor II  
                Risk Management Program  
                Insurance Services Department

DATE:        June 14, 2022

RE:            **INSURANCE MINIMUMS** – Tse Bonito Business Park, LLC and NNFRF (**FINAL**)

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Our office is in receipt of the above referenced document for contract review. Review focused on the proposed lease agreement. After further review, the Risk Management Program has the following comments:

1. In any office space agreement, the Navajo Nation Fiscal Recovery Office enters into with a Building Owner *other than the Navajo Nation*, the Navajo Nation should require the following minimum insurance requirements: Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate per lease agreement.
2. The vendor **has met** the minimum insurance requirements.

If you have any questions, please feel free to contact me at extension 6335.





**Report Claims Immediately by Calling\***  
**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

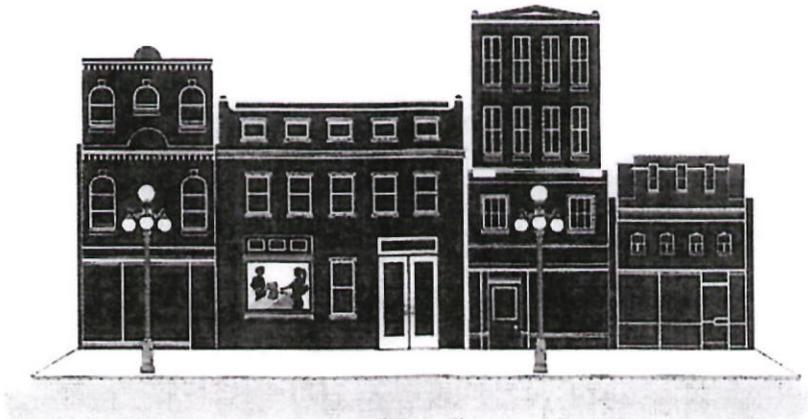
\*Unless Your Policy Requires **Written** Notice or Reporting

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## **BUILDING PAC**

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MERCANTILE SHOPPING CENTER



**A Custom Insurance Policy Prepared for:**

**TSE BONITO BUSINESS PARK  
DEBBIE KLEIN  
186 MESA HEIGHTS DR  
DURANGO CO 81303**

**Presented by: BUBANY INSURANCE AGENCY**





One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

**BUILDING PAC**

**POLICY NO.: 680-7C576635-22-42**

**ISSUE DATE: 11/30/2021**

**INSURING COMPANY:**

**TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA**

**POLICY PERIOD:**

**From 01-10-22 to 01-10-23 12:01 A.M. Standard Time at your mailing address**

**FORM OF BUSINESS: INDIVIDUAL**

**COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.**

**COMMERCIAL GENERAL LIABILITY COVERAGE**

<b>OCCURRENCE FORM</b>	<b>LIMITS OF INSURANCE</b>	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

**BUSINESSOWNERS PROPERTY COVERAGE**

**DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.**  
**Building Glass: \$ 500 per occurrence.**

**BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months**

**Period of Restoration-Time Period: Immediately**

**ADDITIONAL COVERAGE:**

**Other additional coverages apply and may be changed by an endorsement. Please read the policy.**

**SPECIAL PROVISIONS:**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**



**BUSINESSOWNERS PROPERTY COVERAGE**

**PREMISES LOCATION NO.: 001**

**BUILDING NO.: 001**

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>	<b>VALUATION</b>	<b>COINSURANCE</b>	<b>INFLATION GUARD</b>
<b>BUILDING</b> *Replacement Cost	\$ 1,171,627	RC*	N/A	0.0%

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.



One Tower Square, Hartford, Connecticut 06183

COMMON POLICY DECLARATIONS  
BUILDING PAC  
BUSINESS/MERCANTILE SHOP

POLICY NO.: 680-7C576635-22-42  
ISSUE DATE: 11/30/2021

INSURING COMPANY:  
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

TSE BONITO BUSINESS PARK  
DEBBIE KLEIN  
186 MESA HEIGHTS DR  
DURANGO CO 81303

2. POLICY PERIOD: From 01/10/2022 to 01/10/2023 12:01 A.M. Standard Time at your mailing address.

3. DESCRIPTION OF PREMISES:

PREM. LOC. NO.	BLDG. NO.	OCCUPANCY	ADDRESS
001	001	MERCANTILE SHOP	(same as Mailing Address unless specified otherwise) NM-264 GALLUP NM 87301

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	6,469.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

BUBANY INSURANCE AGENCY XL983  
311 S 3RD ST

COUNTERSIGNED BY:

Authorized Representative

GALLUP NM 87301-6316  
IL TO 19 02 05 (Page 1 of 01)  
Office: PHOENIX AZ DOWN

DATE: 11/30/2021

**FIRM NAME** : Tse Bonito Business Park, LLC  
**ADDRESS** : 186 Mesa Heights Drive  
Durango, CO 81303  
**TELEPHONE NO.:** (505)870-7195

**DIVISION OF ECONOMIC DEVELOPMENT  
BUSINESS REGULATORY DEPARTMENT**

**NAVAJO BUSINESS OPPORTUNITY CLEARANCE**

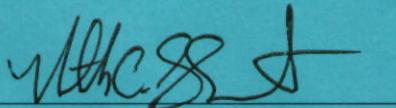
       I certify that the above named person or firm is certified Navajo or Other Indian Owned firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.

  X   I certify that the above named person or firm is not certified as a Navajo or Other Indian Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.

  X   No certified Navajo or Other Indian Firm available for contract performance.

  N/A   Attached contract has been let out for bid in accordance with all Tribal Contract Laws - Navajo Business Opportunity Act (5 N.N.C §201 et seq.), Navajo Nation Procurement Code (12 N.N.C. §301 et seq.) and Title Two (2 N.N.C §223). (Invitation to Bid and Bid Results attached). **See Comments Below.**

  N/A   This proposed contract is in compliance with applicable Navajo Business Opportunity Act (5 N.N.C §201 et seq.) **See Comments Below.**

  
**Signature**

Department Manager I  
**Title**

06/21/22  
**Date**

Reviewed by: M. Rintala, PPS  
Staff/Business Regulatory Department

Date: 06/21/22

**COMMENTS (If Any):** Document is an Office Lease/Rental/Tenant Agreement between the Navajo Nation (OPVP) & the above listed non-certified entity – Provisions of the NBOA do not apply in this situation per 5 NNC §203 C. OK to sign off. MR.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_