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NAVAJO TRIBAL UTILITY AUTHORITY  
AN ENTERPRISE OF THE NAVAJO NATION

AMENDMENT NO. 1 TO AGREEMENT

This AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") dated as of November 1, 2021 by and among Navajo Tribal Utility Authority ("NTUA"), an enterprise of the Navajo Nation, and **Dinétahdóó Cultural Resources Management, LLC** ("Consultant") NTUA and Consultant collectively referred herein as "Parties" or, individually, as a "Party".

RECITALS

- A. NTUA and Consultant entered into a Professional Services Agreement (Agreement) dated April 1, 2021, pursuant to which Consultant agreed to provide preliminary/final inventory of cultural resources, ethnographic studies, report preparation and submittal to obtain Cultural Resource Compliance Form (CRCF), and additional services as required ("Services") to NTUA and NTUA agreed to pay Consultant a fee to receive such Services.
- B. The Parties now desire to increase the Compensation as set forth in more detail below.
- C. The Parties now desire to extend the Term of the contract as set forth in more detail below.
- D. The Amendment has been cleared through the proper channels at the Navajo Business Regulatory Department.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AMENDMENT NO. 1

- 1. Recitals. The foregoing recitals to this Amendment are incorporated into and made a part of this Amendment.
- 2. Definitions. Capitalized terms that are not defined herein shall have the meanings assigned to them as set forth in the original Agreement.
- 3. Amendment to Agreement.
  - 3.1 The original Compensation under section 3 of the Agreement is hereby modified to be increased by \$300,000.00 to reflect the new amount to **\$600,000.00.**
  - 3.2 The original Term under section 5 of the Agreement is hereby amended to March 31, 2022.



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4. Effective Date of Amendment. This Amendment and the terms hereof have the same effective date as the Agreement. Will commence on the date identified above.
5. Representations. Each Party hereby represents and warrants, as of the date hereof, with respect to the Agreement to which it is a party, that:
- 5.1 No default or condition which, with the passage of time or giving of notice, or both, would constitute a default exists under the Agreement;
  - 5.2 Each of the representations and warranties contained in the Amendment is true and correct in all material respects; without limiting the generality of the foregoing, the amendments and modifications contained herein will not render any representation or warranty contained in the Agreement false or inaccurate as of the date hereof;
  - 5.3 No changes have been made to the organizational documents of either Party since the date of the Agreements unless such changes have been previously reported;
  - 5.4 The Parties have full power and authority to execute this Amendment and no consents are required for such execution other than any consent which has already been obtained.
6. Modification. No modification or waiver of any provision of this Amendment, and no consent to any departure by the Parties therefrom, shall in any event be effective unless the same shall be in writing by the party granting such modification, waiver or consent.
7. Merger and Integration. This Amendment, the original Agreement and the matters incorporated by reference contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby. The scope of work, milestones and expected date of completion, and terms for payment for Services rendered expressed in Exhibit C shall supersede and replace all other scope of work, expected completion dates and terms for payment for Services rendered.
8. Incorporation. Except as otherwise amended or modified herein, the terms, conditions and provisions of the original Agreement are incorporated herein by reference as if set forth in full herein and remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Amendment and the Agreement, the terms of this Amendment shall control. Nothing in this Amendment shall, however, eliminate or modify any special condition, affirmative covenant or special negative covenant specified in the Agreement.



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9. Miscellaneous.

- 9.1 This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, negotiations, and document drafts are merged herein. Except as specifically modified hereby, the Agreement is and remain unmodified and in full force and effect and is hereby ratified and confirmed. All references in any document to which the parties hereto are a party to the Agreement or henceforth shall be deemed to mean and refer to the Agreement as amended by this Amendment.
- 9.2 This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, NTUA and Consultant have executed this Amendment as of the date first above written.

NTUA:

Navajo Tribal Utility Authority

  
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Srinivasa Venigalla, P.E.

Deputy General Mgr. - Electric & Info. Systems

Date: 11/02/2021

Consultant:

Dinéahdóó Cultural Resources Mgmt., LLC

By:   
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Name: Rena Martin

Title: Supervisory Archaeologist

Date: 10/29/2021