



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH
Attorney General

HEATHER CLAH
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK 0776-2

Date & Time Received: 04/15/24 at 10:43

Date & Time of Response: 04/26/24 at 17:00

Entity Requesting FRF: Kayenta Chapter

Title of Project: El Cap/Comb Ridge Powerline Project

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$817,659.00

Eligibility Determination:

- FRF eligible
FRF ineligible
Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
(2) Premium Pay
(3) Government Services/Lost Revenue
(4) Water, Sewer, Broadband Infrastructure

U.S. Department of Treasury Reporting Expenditure Category:
2.18 Housing Support: Other Housing Assistance

WIN FRF Office  
Received  
APR 26 2024

**Returned for the following reasons (Ineligibility Reasons/Paragraphs 5.E.(1)-(10) of FRF Procedures):**

- |  |  |
|--|--|
| <input type="checkbox"/> Missing Form  | <input type="checkbox"/> Expenditure Plan incomplete                     |
| <input type="checkbox"/> Supporting documentation missing  | <input type="checkbox"/> Funds will not be obligated by 12/31/2024       |
| <input type="checkbox"/> Project will not be completed by 12/31/2026                                     | <input type="checkbox"/> Incorrect Signatory                             |
| <input type="checkbox"/> Ineligible purpose  | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports                                 |  |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination |  |

Other Comments: \_\_\_\_\_  
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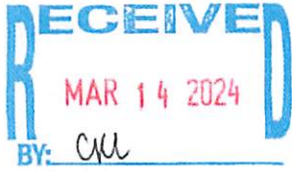
Name of DOJ Reviewer: Veronica Blackhat, AAG-NRU

Signature of DOJ Reviewer: 

**Disclaimers:**

If additional information has been requested and you wish to provide it, please resubmit all the required forms updated to include the additional information. Full resubmission will expedite the Initial Eligibility Determination process. Therefore, please include a new RFS form indicating resubmission, revised Appendix A, Budget Form 1, and other supporting documents. **Please email your resubmission to [arpa@nndoj.org](mailto:arpa@nndoj.org).** Please be aware that under Resolution BFS-31-21 a Project or Program can only be reviewed twice, therefore it is critical that you include all the requested additional information for your second submission.

An NNDOJ Initial Eligibility Determination is based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.



THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR GOVERNANCE-CERTIFIED CHAPTERS

Part 1. Identification of parties.

Governance-Certified Chapter requesting FRF: Kayenta Chapter Date prepared: 01/23/2024
Chapter's P.O. BOX 1088 phone & email: 928-697-5520
mailing address: Kayenta, Az 86033 website (if any): kayenta@navajochapters.org
This Form prepared by: Pearl J. Begay phone/email: 928-697-5520

CHAPTER CONTACT PERSON'S name and title

Title and type of Project: El Cap/Comb Ridge Powerline Project
Chapter President: Dalton Singer phone & email: 928-697-5520, kayenta@navajochapters.org
Chapter Vice-President: Sally Chee phone & email: 928-697-5520, kayenta@navajochapters.org
Chapter Secretary: Genevieve Benally phone & email: 928-697-5520, kayenta@navajochapters.org
Chapter Treasurer: Genevieve Benally phone & email: 928-697-5520, kayenta@navajochapters.org
Chapter Manager or CSC: Pearl J. Begay, Acting Manager phone & email: 928-697-5520, kayenta@navajochapters.org
DCD/Chapter ASO: Calvin Tsosie phone & email: 928-429-0096

List types of Subcontractors or Subrecipients that will be paid with FRF (if known):
document attached

Amount of FRF requested: \$17,659.00 FRF funding period: 11/1/2023-06/30/2026
Indicate Project starting and ending/deadline date

Part 2. Expenditure Plan details.

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

Electricity is needed for the 24 family homes and for the improvement of their quality of life, safety and welfare and to mitigate COVID-19. This will benefit the Navajo people living in the area.
document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo communities, or the Navajo People:

The objective of this project is to improve health, sanitation and an overall enhancement of the quality of life for twenty - four (24) families who are in the dire need of services. This project will ensure habitable, secure homes for families to receive basic heating, medical need and refrigeration purposes.
document attached



**APPENDIX A**

(c) A prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the Program(s) or Project(s) by December 31, 2026:

The powerline project timeline is November 1, 2023 to June 30, 2026.

document attached

(d) Identify who will be responsible for implementing the Program or Project:

Kayenta Chapter Administration and Chapter officials will play a key role as the primary coordinator for the project. Weekly monitoring and periodic reports will be required of the Chapter. Second, the Navajo Tribal Utility Authority personnel will plan, design and construct the actual powerline for project.

document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

After the project is complete, the home owners will be responsible for the operations and maintenance of their utilities.

document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

3.12 Powerline Project and Housewiring & Electric Connection.

This project is covered under the Expenditure category 3.12 Powerline Project, Housewiring & Electric Connection by providing electric to 24 homes that currently do not have electricity. ARPA provided these funds to chapter to invest in powerline infrastructure to mitigate COVID-19. This is a necessary investment in powerline infrastructure.

document attached

**Part 3. Additional documents.**


List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

See attach NTUA Preliminary cost estimate.

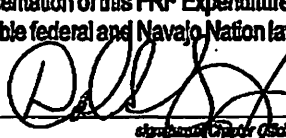
**Part 4. Affirmation by Funding Recipient.**

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. C.JY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

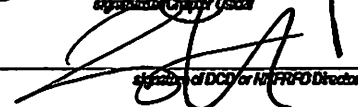
Chapter's Preparer:

  
Signature of Preparer/CONTACT PERSON

Approved by:

  
Signature of Chapter Official

Approved to submit for Review:

  
Signature of DCO or NITRRFD Director



FY 2024

THE NAVAJO NATION  
PROGRAM BUDGET SUMMARY

Page 1 of 1  
BUDGET FORM 1

PART I. Business Unit No.: <u>NEW</u> Program Title: <u>Kayenta Chapter - El Capitan/Comb Ridge Powerline Project</u> Division/Branch: <u>DCD/Executive</u>								
Prepared By: <u>Pearl J. Begay</u> Phone No.: <u>928-697-5520</u> Email Address: <u>kayenta@navajochapters.org</u>								
PART II. FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
ARPA Funds	11/1/23-6/30/26	817,659.00	100%	2001 Personnel Expenses				0.00
				3000 Travel Expenses				0.00
				3500 Meeting Expenses				0.00
				4000 Supplies				0.00
				5000 Lease and Rental				0.00
				5500 Communications and Utilities				0.00
				6000 Repairs and Maintenance				0.00
				6500 Contractual Services	6		817,659	817,659.00
				7000 Special Transactions				0.00
				8000 Public Assistance				0.00
				9000 Capital Outlay				0.00
				9500 Matching Funds				0.00
				9500 Indirect Cost				0.00
				TOTAL		\$0.00	817,659.00	817,659.00
				PART IV. POSITIONS AND VEHICLES		(D)	(E)	
				Total # of Positions Budgeted:		0	0	
				Total # of Vehicles Budgeted:		0	0	
TOTAL:				\$817,659.00	100%			
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.								
SUBMITTED BY: <u>Jaron Charley, Department Manager</u>				APPROVED BY: <u>Arbin Mitchell, Executive Director</u>				
Program Manager's Printed Name				Division Director / Branch Chief's Printed Name				
<u>[Signature]</u> Program Manager's Signature and Date				<u>[Signature]</u> Division Director / Branch Chief's Signature and Date				
				3-15-24				

**THE NAVAJO NATION  
PROGRAM PERFORMANCE MEASURES**

<b>PART I. PROGRAM INFORMATION:</b>				
Business Unit No.:	NEW	Program Name/Title:	Kayenta Chapter - El Capitan/Comb Ridge Powerline Project	
<b>PART II. PROGRAM PERFORMANCE CRITERIA:</b>			1st QTR	2nd QTR
			Goal	Goal
1. Program Performance Measure:				
El Cap/Comb Ridge Powerline project. 13.58 miles of powerline & 7.33 of member extension miles				
Powerline project will serve 24 clients with power			1	1
2. Program Performance Measure:				
3. Program Performance Measure:				
4. Program Performance Measure:				
5. Program Performance Measure:				
<b>PART III. CONCURRENCE/APPROVAL:</b>				
Jaron Charley, Department Manager _____ Program Manager's Printed Name		Arbin Mitchell, Executive Director _____ Division Director/Branch Chief's Printed Name		
 _____ Program Manager's Signature and Date		 _____ Division Director/Branch Chief's Signature and Date		

**THE NAVAJO NATION  
PROGRAM PERFORMANCE MEASURES**

**PART I. PROGRAM INFORMATION:**

Business Unit No.: NEW

Program Name/Title: Kayenta Chapter - El Capitan/Comb Ridge Powerline Project

**PART II. PROGRAM PERFORMANCE CRITERIA:**

Navajo Tribal Utility Authority will provide quality, speed, dependability, flexibility and cost in performing and executing the El Cap/Comb Ridge Powerline Project.

**PART III. CONCURRENCE/APPROVAL:**

Jaron Charley, Department Manager  
Program Manager's Printed Name

 3-15-24  
Program Manager's Signature and Date

Arbin Mitchell, Executive Director  
Division Director/Branch Chief's Printed Name

  
Division Director/Branch Chief's Signature and Date



**THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION**

<b>PART I. PROGRAM INFORMATION:</b>			
Program Name/Title: <u>          Kayenta Chapter - El Capitan/Comb Ridge Powerline Project          </u>		Business Unit No.: <u>          NEW          </u>	
<b>PART II. DETAILED BUDGET:</b>			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
6960	<b>SUBCONTRACTED SERVICES</b> 6990 Subcontracted Services To supplement the El Capitan/Comb Ridge powerline extension project for 24 community members	817,659	817,659
<b>TOTAL</b>		<b>817,659</b>	<b>817,659</b>

**THE NAVAJO NATION  
PROJECT BUDGET SCHEDULE**

<b>PART I.</b> Business Unit No.: <u>NEW</u>														<b>PART II.</b> <b>Project Information</b>																			
Project Title: <u>Kayenta Chapter - El Cap/Comb Ridge Powerline Project</u>														Project Type: <u>Powerline Project</u>																			
Project Description: <u>The Chapter will be completing the El Cap/Comb Ridge Powerline Project</u>														Planned Start Date: <u>11/1/2023</u>																			
Check one box: <input checked="" type="checkbox"/> Original Budget <input type="checkbox"/> Budget Revision <input type="checkbox"/> Budget Reallocation <input type="checkbox"/> Budget Modification														Planned End Date: <u>6/30/2026</u>																			
														Project Manager: <u>Pearl J. Begay</u>																			
<b>PART III.</b> List Project Task separately; such as Plan, Design, Construct, Equip or Furnish.	<b>PART IV.</b> Use Fiscal Year (FY) Quarters to complete the information below. O = Oct.; N = Nov.; D = Dec., etc.																																
	FY: 2025												FY: 2026												Expected Completion Date if project exceeds 8 FY Qtrs.								
	1st Qtr.			2nd Qtr.			3rd Qtr.			4th Qtr.			1st Qtr.			2nd Qtr.			3rd Qtr.			4th Qtr.			Date: 6/30/26								
	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M			
Final Cost Estimate					x	x																											
Change Order and DOJ Review								x	x	x		x	x																				
Construction of Powerline													x	x	x	x	x	x	x	x	x	x	x	x									
Construction Warehouse	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x												
Project Closeout																							x	x									
<b>PART V.</b>	\$			\$			\$			\$			\$			\$			\$			\$			PROJECT TOTAL								
Expected Quarterly Expenditures																									\$817,659.00								

**FOR OMB USE ONLY:**    Resolution No: \_\_\_\_\_    FMIS Set Up Date: \_\_\_\_\_    Company No: \_\_\_\_\_    OMB Analyst: \_\_\_\_\_



**NAVAJO TRIBAL UTILITY AUTHORITY**  
AN ENTERPRISE OF THE NAVAJO NATION

March 29, 2019

Mr. Stanley Clitso, President  
Kayenta Chapter  
P.O. Box 1088  
Kayenta, Arizona 86033

**RE: Kayenta Chapter (Comb Ridge/El Capitan Area) Power Line Project**

Dear Mr. Clitso:

Provided herewith are **PRELIMINARY** construction costs estimates to provide service to residents within the Comb Ridge and El Capitan areas of Kayenta Chapter referencing the enclosed Chapter Resolution K18-387-09 we received for this project. These costs will supersede all previous costs. The following items are provided for your information:

1. The ownership of the power lines will belong to the Navajo Tribal Utility Authority. The Navajo Tribal Utility Authority will handle the operation and maintenance responsibilities.
2. The cost estimates that are submitted are **PRELIMINARY**. Firm construction costs will be based upon final engineering and design.
3. Notice of funding for right-of-way acquisition must be received before NTUA commences with the archaeological clearance, environmental assessment, and legal surveys; and final engineering and design. This amount is shown on the attached estimate and contributes to the total project cost.
4. The Navajo Tribal Utility Authority will budget \$1,500.00 per customer provided their house is wired and ready for hook up prior to construction.

**NOTE:** If all homes are not wired, the NTUA Contribution will be adjusted downward to reflect the actual number of homes wired at the time of construction. This will result in an increase in contribution required by the Kayenta Chapter.

Home Office:  
P.O. BOX 170  
FT DEFIANCE, AZ 86504

KAYENTA  
P.O. BOX 37  
KAYENTA, AZ 86033

TUBA CITY  
P.O. BOX 398  
TUBA CITY, AZ 86045

SHIPROCK  
P.O. BOX 1749  
SHIPROCK, NM 87420

CHINLE  
P.O. BOX 549  
CHINLE, AZ 86503

FORT DEFIANCE  
P.O. BOX 567  
FT. DEFIANCE, AZ 86504

DILCON  
HC 63 BOX D  
WINSLOW, AZ 86047

CROWNPOINT  
P.O. BOX 1825  
CROWNPOINT, NM 87313

CALL 800-528-5011 OR 928-729-5721 FOR ALL OFFICES.

**Letter to Mr. Stanley Clitso, Kayenta Chapter**  
**RE: Kayenta (Comb Ridge/EI Capital Area) Power Line Project**  
**March 29, 2019**  
**Page Two**

If you have any questions concerning these cost estimates, you may contact Ms. Marcella Black, Project Supervisor, Kayenta District at (928) 729-5721 extension 4762 or me at (928) 729-6236.

Sincerely yours,

**NAVAJO TRIBAL UTILITY AUTHORITY**



**Ethelind Johns, Project Administration Supervisor**  
**Electric System Planning Section**

**CC: Nathaniel Brown, Kayenta Chapter**  
**Srinivasa Venigalla, Electric and Information Systems, NTUA**  
**Lester Lee, Electric Systems Division, NTUA**  
**Niecy (Bernice) Tsosie, Electric System Planning Section, NTUA**  
**Shannon Burnette, Electric System Planning Section, NTUA**  
**Sherrell White, Electric System Planning Section, NTUA**  
**Louella Chee, Electric System Planning Section, NTUA**  
**Vircyntia Charley, Kayenta District, NTUA**  
**Marcella Black, Kayenta District, NTUA**  
**Darlene Begay, Kayenta District, NTUA**

**Letter to Mr. Stanley Clitso, Kayenta Chapter**  
**RE: Kayenta Chapter (Comb Ridge/El Capitan Area) Power Line Project**  
**March 29, 2019**  
**Page Three**

**KAYENTA CHAPTER (Comb Ridge/El Capitan Area)**  
**POWER LINE PROJECT**

Line A – Main Trunk Line	13.65 Miles	\$1,322,362.40
Member Extensions	7.33 Miles	<u>875,920.06</u>
Subtotal		\$2,198,282.46
Archaeological Clearance, Environmental Assessment, and Legal Survey for Right-of-Way Acquisition (20.98 Miles)		<u>222,388.00</u>
Subtotal		\$ 2,420,670.46
NTUA Contribution (24 Homes @ \$1,500.00)		<u>( 36,000.00)</u>
Contribution Required Prior to Construction		\$2,384,670.46



Document No. 019765

Date Issued: 11/17/2022

**SECTION 164 REVIEW FORM**

Title of Document: Kayenta Grant Agreement Contact Name: DRAPER, SHAYLA

Program/Division: DIV. OF COMMUNITY DEVELOPMENT

Email: sdraper@nndcd.org Phone Number: 928/8741-6099

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

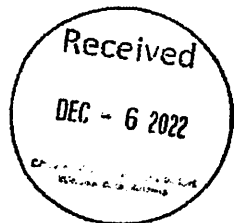
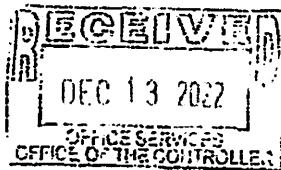
**Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency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

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

		Sufficient	Insufficient
<input type="checkbox"/>	<b>Statement of Policy or Positive Law:</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 checked="" type="checkbox"/>	<b>Grant/Funding Agreement or amendment:</b>				
	1. Division: <u>Pearlyellone</u> Date: <u>11.17.22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	2. OMB: <u>W. Schul</u> Date: <u>12-7-22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	3. OOC: <u>T. Ben</u> Date: <u>12.14.2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>9.50</u>	<u>see</u>
	4. OAG: <u>ODVP</u> <u>[Signature]</u> Date: <u>12/21/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>12-20-2022</u>	
		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<b>Subcontract/Contract expending or receiving funds or amendment:</b>				
	1. Division: _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>		
	2. BRD: _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>		
	3. OMB: _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>		
	4. OOC: _____ Date: _____	<input type="checkbox"/>	<input type="checkbox"/>		
	5. OAG: _____ Date: _____	<input 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"/>		




# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

To: James Adakai, Deputy Director  
Navajo Nation Community Development

From:   
Jeremy Ben, Accounting Manager  
Office of the Controller / Purchasing

Date: December 14, 2022

SUBJECT: 164 Document No. 19765 – Grant Agreement Between Navajo Nation and Kayenta Chapter

In reviewing the subject 164 document, Office of the Controller (OOC) Purchasing section identified the following:

1. Page 1 of the Grant Agreement identifies N01495.8715 however the budget is set up under 8500. A Budget Revision Request will need to be submitted to OMB to transfer the funds into the correct object code. ✓
2. Requesting for a copy of the W-9 to Kayenta Chapter so contract can be set up and payment can be processed. ✓

If you should have any questions, please contact my office at tribal extension 6142.

xc: File

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



## MEMORANDUM:

TO: Jeremy Ben, Accounting Manager  
Office of the Controller / Purchasing

FROM: Shayla Draper, Planner  
Capital Projects Management Department, (CPMD).  
Division of Community Development

DATE: December 20, 2022

SUBJECT: Kayenta Chapter Grant Agreement (Sihasin D-63) - Comb Ridge/El Capitan Powerline

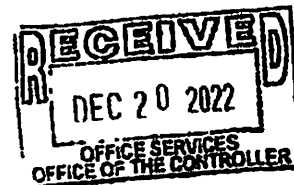
The Capital Projects Management Department respectfully requests for review of the Kayenta Chapter CAP-35-18 Grant Agreement for the Comb Ridge/El Capitan Powerline (Sihasin D-63) project. Per the memorandum dated December 14, 2022, issued from the Office of the Controller, below are the requested corrections.

1. The Office of Management and Budget has completed the Budget Revision request (BRR) see attached.
2. Kayenta Chapter W-9 is attached.

LGA Chapter has successfully completed the following requirements according to the Sihasin Fund Capital Projects: Resolution CAP-35-18, Exhibit D, Process and Procedures for LGA Certified Chapters:

1. CAP-35-18 Grant Agreement.
2. Appendix A - Resolution CAP-35-18; Amendments.; Budget Revision Request (BRR).
3. Appendix B - Navajo Nation Budget Forms 1,2,3.
4. Appendix C- Chapter Memorandum re: Request to Assume Control, Responsibility and Implementation of Sihasin project.
5. Appendix C - Approving Chapter Resolution No. KY22-131-10.

CPMD has deemed the Kayenta Chapter Grant Agreement sufficient for Section 164(B) review. If you have questions, please contact [sdraper@nndcd.org](mailto:sdraper@nndcd.org). Ahee'he.'



# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



## NAVAJO NATION GRANT AGREEMENT between the NAVAJO NATION and Kayenta CHAPTER

Contract No.: \_\_\_\_\_

Account No.: N01495.8715

### GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

This Grant Agreement ("Agreement") is made between the Division of Community Development of the Navajo Nation ("NATION") and the Kayenta Chapter ("CHAPTER"), a Local Governance Act ("LGA") certified Chapter under Title 26 of the Navajo Nation Code with an approved Five Management System (FMS), for use on D-102, Comb Ridge/El Capitan Powerline Project ("Grant Project"), which is authorized pursuant to Navajo Nation Council Resolution CAP-35-18 ("Authorizing Resolution") and any approved Project Amendment Certification, attached as Appendix A. The NATION and CHAPTER shall be referred to herein individually as "PARTY" and collectively as the "PARTIES."

**1. Grant Agreement Amount.**

This Agreement is made in the amount of One Million Three Hundred Forty-Four Thousand Six Hundred Twenty-three 00/100 dollars (\$ 1,344,623.31.00), which are the funds for use on the Grant Project ("Grant Project Funds"), as approved by the Authorizing Resolution. See attached Budget Forms at Appendix B.

**2. Effective Date of Agreement.**

This Agreement shall become effective on the date signed by the Navajo Nation President and shall remain in effect until such time as this Agreement's Period of Performance is exhausted.

**3. Period of Performance.**

The Period of Performance of this Agreement shall be from its Effective Date through the expiration date or termination of the CHAPTER's last contract encumbering the Grant Project Funds, which must have been executed within the forty-eight (48) month period from the date of Distribution.

**4. Definitions.**

- A. "Distribution" means the time when the Office of the Controller ("OOC") has provided notification via electronic mail and by phone to the CHAPTER representative, identified in Section 30 of this Agreement, that a check for the Grant Project Funds is available for pick-up.



- B. “Encumber” or “Encumbering” each mean to place an accounting restriction on how a government uses funds in order to reserve funds for a future use, such as setting aside a specific amount of Grant Project Funds that the government has committed to pay for future purchases of goods or services under a binding legal commitment demonstrated through a fully executed contract, including purchase orders. The date of encumbrance is the date that the contract is executed by the Chapter official with authority to enter into agreements on the Chapter’s behalf and the vendor/contractor.
- C. “Expend” and “Spent” each mean when a Grant Project expense is paid for by the **CHAPTER** after goods have been delivered and services performed.

**5. Assumption of Grant Project Responsibility.**

Pursuant to the authority granted in Section 4(A)(3)(f) of the Authorizing Resolution, the **CHAPTER** has made the request via Memorandum with an approving Chapter Resolution, both attached as **Appendix C**, to take over accountability and responsibility of the Grant Project and Grant Project Funds from the Capital Projects Management Department (“CPMD”) of the **NATION**.

**6. Responsibilities of the PARTIES.**

- A. Including the other terms of this Agreement, the **NATION** shall abide by the terms below.
  - 1. **Continued Assistance.** The **NATION** shall remain involved and provide the necessary technical assistance and guidance to the **CHAPTER** for the Grant Project for the Period of Performance, as indicated in this Agreement.
  - 2. **Provide Technical Assistance.** The **NATION** shall assign a Project Manager to the Grant Project and provide technical assistance to the **CHAPTER**, for issues including, but not limited to, procurement, contract compliance and review, and project administration.
  - 3. **Assist with Consultation.** The **NATION** shall assist the **CHAPTER** in coordinating with other Navajo Nation Programs and Departments as appropriate for the completion of the Grant Project.
  - 4. **Seek Monthly Updates.** The **NATION** shall obtain written updates about, and meet with the **CHAPTER** to discuss, the Grant Project and Grant Project Funds status on a monthly basis.
- B. Including the other terms of this Agreement, the **CHAPTER** shall abide by the terms below.
  - 1. **Work Expeditiously.** The **CHAPTER** shall work to Encumber and Expend all Grant Project Funds within the Duration for Expenditure as stated in Section 11 below.

2. **Maintain Oversight of Project Scopes.** The CHAPTER shall develop the scope of work for all procurement solicitations and contracts related to the Grant Project.
3. **Oversee and Manage Solicitations.** The CHAPTER shall prepare and advertise all procurement solicitations, which include Invitations for Bids, Requests for Proposals, and/or Requests for Statement of Qualification for the Grant Project.
4. **Oversee Grant Project.** The CHAPTER shall manage, implement, and oversee all aspects of the Grant Project. This responsibility includes completion and submission of all final reports and other closeout duties as necessary, and as otherwise noted within this Agreement.
5. **Monitor Funding Uses.** The CHAPTER shall regularly monitor the Grant Project costs, ensuring all expenditures are reasonable and remain within the set budget for the Grant Project.
6. **Monitor Funding Needs.** The CHAPTER shall consult with the NATION in determining whether the Grant Project will require additional funds. If additional funds are required to complete the Grant Project, the CHAPTER shall be responsible for securing additional funds and/or amending the Grant Project's scope of work and any executed contracts to incorporate changes necessitated by the additional funds or lack thereof.
7. **Consult as Necessary.** The CHAPTER shall coordinate and consult with the NATION as necessary, including other Navajo Nation Programs and Departments with subject-matter expertise or responsibility for any aspects or phases of the Grant Project.
8. **Monthly Updates.** The CHAPTER shall provide written updates and meet with CPMD to discuss the status of the Grant Project and Grant Project Funds on a monthly basis. The written updates should, in addition to meeting the requirements set forth in this Agreement, include budget updates, status of the Grant Project, and details of any challenges that the CHAPTER may be encountering.
9. **Daily Monitoring.** The CHAPTER shall monitor daily Grant Project activities to ensure compliance with this Agreement and the achievement of this Grant's purpose.

**7. Previous Costs and Costs Claimed under Other Programs.**

The CHAPTER may not claim costs under this Agreement or use Grant Project Funds to address costs that have been previously expended, or those costs reimbursed or claimed for reimbursement under any other Federal, State, or Navajo Nation grant, financial assistance program, or other funding program.

**8. Use of Grant Project Funds Subject to Governing Laws.**

Use of the Grant Project Funds are subject to all applicable Navajo Nation laws, regulations, resolutions, policies, and the CHAPTER's FMS. The CHAPTER agrees to abide by all applicable Navajo Nation laws, regulations, resolutions, policies, and the CHAPTER's FMS now in force or as may be hereafter in force and effect, while performing work and expending funds under this Agreement.

**9. Grant Purpose and Expenditure of Funds.**

This Grant is made for purposes of completing the Grant Project and may not be expended for any other purpose without the NATION's prior written approval and appropriate changes to the Authorizing Resolution project designation via an approved Project Amendment Certification. All expenditures of Grant Project Funds shall be done pursuant to the CHAPTER's FMS and through applicable procurement and contracting requirements.

**10. Leveraging Grant Project Funds.**

A. **Responsibility to Cost-Save.** The CHAPTER shall have the continued responsibility to identify ways to leverage the Grant Project Funds, pursuant to Section 4(B) of the Authorizing Resolution, has the authority to enter into match, funding, partnership, cooperative, and other cost saving or cost sharing arrangements or leveraging agreements with Navajo Nation entities and enterprises, Navajo Nation Chapters and other political subdivisions, other Navajo Nation programs and federal and state agencies. Under the Authorizing Resolution, and only as they relate to the Grant Project Funds, these agreements shall not be deemed procurement contracts subject to the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-71, or the Navajo Business Opportunity Act, 5 N.N.C. §§ 201-15. This authority is subject to Section 8 of this Grant Agreement.

B. **Expend Cost-Savings.** In the event the CHAPTER realizes Grant Project Funds savings after completion of a Grant Project utilizing any manner described above or through any other means, the CHAPTER may request approval to use the savings ("Cost-Saving Funds") on another project that is deemed construction-ready by the NATION within the CHAPTER's respective locale. The CHAPTER shall conduct the following, in the order identified, to effectuate this Subsection (B):

1. obtain the NATION's determination that the proposed, new project is construction-ready;
2. obtain the appropriate approval for the proposed, new project through a Project Amendment Certification, to be financed using the Cost-Saving Funds;
3. enter into a new Grant Agreement with the NATION for the proposed, new project; and
4. Encumber and Expend the Cost-Saving Funds.

C. **Bound by Original Date of Distribution.** The CHAPTER shall be required to Encumber and Expend the Cost-Saving Funds within the original forty-eight (48) months of Distribution noted under this Agreement. If Cost-Saving Funds are not Encumbered and Expended within such time, the CHAPTER shall return those

Cost-Saving Funds to the Navajo Nation as noted in Section 28 of this Agreement.

- D. **No Construction-ready Projects.** If there are no construction-ready projects within the respective CHAPTER, for which Cost-Saving Funds can be used, the CHAPTER shall inform the NATION, the CHAPTER's Council Delegate and the Resource Development Committee ("RDC") in writing.

11. **Grant Project Fund Distribution.**

- A. **Grant Project Purpose.** The CHAPTER affirms and agrees that it will only Encumber and Expend Grant Project Funds for the Grant Project purpose as provided in this Agreement and Appendix A.
- B. **Duration for Expenditure.** The CHAPTER shall be required to Encumber and Expend the Grant Project Funds within forty-eight (48) months of Distribution.
- C. **Distribution Criteria.** Before Distribution of the Grant Project Funds, the CHAPTER shall be required to procure for the necessary goods and/or services, and thereafter finalize a contract with terms meeting the mandates of the Grant Project purpose. Once the procurement and contracting process is completed by the CHAPTER, the CHAPTER shall submit the contract and all supporting documentation to the NATION for review and approval as appropriate for the Grant Project. Upon approval by the NATION and execution of the contract between the contractor and Chapter President, the NATION shall submit notice and all supporting documents to the OOC for Distribution to the CHAPTER.
- D. **Project Amendment Certification after Agreement Execution.** Should the CHAPTER obtain a Project Amendment Certification after execution of this Agreement, but before Distribution, a written modification shall be executed noting such change to the Grant Project. Any Project Amendment Certification occurring after Distribution shall require a formal modification to this Agreement noting the change in Grant Project but cannot change the date of Distribution or the forty-eight (48) month deadline already in place.

12. **Required Contract Terms and Review.**

- A. **Contract Requirements.** The CHAPTER shall ensure all contracts entered into that Encumber Grant Project Funds include appropriate terms to address the work to be performed, including terms requiring insurance coverage for the entire duration of the project, state licensing for the type of work performed, and the appropriate business registration certificates for the vendor selected. Failure to include such types of terms in any contract expending the Grant Project Funds shall subject this Agreement to immediate termination by the NATION with return of all Grant Project Funds to the NATION.
- B. **Mandatory Contract Term.** The CHAPTER must include the following term in all contracts expending Grant Project Funds:

*If this Chapter's Grant Agreement, No. \_\_\_\_\_, is terminated for any reason, this contract shall be assigned by the Chapter to the Navajo*

*Nation, provided that:*

*The Navajo Nation first accepts such assignment by notifying the Chapter and Contractor in writing and assumes all future rights and obligations of the Chapter pursuant to the contract. The Navajo Nation is under no obligation to accept an assignment.*

*If the Navajo Nation accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination of the Grant Agreement, the Contractor's compensation shall be equitably adjusted for any costs that it has incurred through no fault of its own.*

- C. **Use of the Professional Services Contract Prohibited.** The CHAPTER shall not utilize the *Navajo Nation Professional Services Contract* for any Planning, Design, or Construction Grant Projects. The CHAPTER shall consult with the NATION to determine the appropriate contract type for the Grant Project.

13. **Reasonable Access for Evaluation and Audit.**

- A. **Retention of Records.** The CHAPTER shall keep a record of all expenditures and receipts relating to this Grant and shall provide the NATION with requested reporting summarizing the project expenditures as outlined below. The CHAPTER shall keep all financial records with respect to this Grant, along with copies of any reports submitted to the NATION, for at least three (3) years following the year in which all Grant Project Funds are fully expended.

The CHAPTER shall maintain its accounts, books, and records in a manner that will provide the NATION with sufficient detail to review the CHAPTER's receipts and expenditures relating to the Grant Project. The Navajo Nation, its Departments, Divisions, and agencies thereof, reserve the right to request supporting documentation such as receipts, payroll records, general ledger, cash disbursements journal, vendor invoices, expenditure reports, construction contracts, and any other documentation sufficient to support reported expenditures to the satisfaction of the requestor.

- B. **Periodic Review.** The Navajo Nation, its Departments, Divisions, and agencies thereof may, upon reasonable notice, conduct periodic reviews of the CHAPTER's books, records, accounts, and documents related to expenditures of the Grant Project Funds incurred by the CHAPTER under this Agreement. The CHAPTER shall provide upon request, any information or data necessary to conduct monitoring and evaluation of compliance.
- C. **Authority to Audit.** The CHAPTER acknowledges the Navajo Nation's authority to conduct financial and performance audits and reviews of the Grant Project Funds. The CHAPTER shall comply, coordinate, and work cooperatively with the Navajo Nation Office of the Auditor General for audits related to Grant Project Funds. The PARTIES agree that the Navajo Nation's authority to audit expenditures of the Grant Project Funds shall continue for five (5) years after this Agreement ends.



Unless otherwise provided by law, the Navajo Nation shall have the authority to recoup unauthorized expenditures of the Grant Project Funds until the latter of three (3) years after the conclusion of the Nation's audit or five (5) years after this Agreement ends. Expenditures that are not supportable or that do not conform to the requirements of the Grant Project may be recouped by the NATION through a hold on the release of any other funds designated for the CHAPTER, up to the amount of the outstanding Grant Project Funds.

**14. Required Reporting and Monitoring.**

- A. **Required Method of Accounting.** The CHAPTER shall use the accrual method of accounting for financial reporting to the NATION as opposed to accounting on a cash basis. The CHAPTER shall also use the accrual method of accounting for financial reporting of expenses incurred.
- B. **Monthly Monitoring.** The CHAPTER shall provide to the NATION written, monthly expenditure reports of the Grant Project Funds until the latter of when expenditures are fully incurred, the Period of Performance ends, or the Agreement is terminated. By the fifth (5th) calendar day of each month, the CHAPTER agrees to submit the previous month's relevant financial data to the NATION.

The CHAPTER agrees to respond within three (3) business days to questions from the NATION related to submitted information. Such questions may include expanded information related to specific expenditures. The CHAPTER agrees to provide any other information reasonably requested by the NATION.

- C. **Quarterly Reports.** The CHAPTER shall submit an accounting-expenditure report on the use of the Grant Project Funds and a Grant Project status to the NATION, the Office of the President and Vice-President, the RDC, the Budget and Finance Committee ("BFC"), and the Naabik'iyáti' Committee on a quarterly basis.
- D. **Final Report.** Within sixty (60) days of the end of the Period of Performance, the CHAPTER shall provide a final report summarizing the actual expenditures incurred, along with supporting documentation, including, at a minimum, interior and exterior photographs of the Grant Project, and a Release of Claims and a Certificate of Occupancy issued by a licensed Building Inspector for construction and renovation projects.
- E. **Failure to Comply.** If CHAPTER does not produce the required financial reports and any requested supplemental documents within the prescribed time and to the full satisfaction of the NATION, the Navajo Nation may withhold subsequent disbursements of Grant Project Funds or any other funds, or may terminate this Agreement.

**15. Oversight.**

The NATION shall be responsible for overseeing the financial administration of the Grant Project Funds for the Grant Project. The NATION, OOC, DCD, and the Office of Management and Budget ("OMB") shall work together in monitoring the CHAPTER's performance to ensure that Grant Project Funds are Spent in accordance with this Agreement and applicable Navajo Nation

laws, and that the Scope of the Work and performance criteria are being met.

The RDC, which has oversight over the Grant Projects created under the Authorizing Resolution, and the BFC, which has oversight over the OOC and OMB, shall have joint oversight authority over the CHAPTER in relation to this Grant.

**16. No Assignment or Delegation.**

The CHAPTER shall not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement.

**17. Indemnification.**

The CHAPTER agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever, referred to collectively as "Claims," arising under, related to, or in connection with this Agreement, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*

**18. Conflicting and Additional Terms.**

All additional terms and conditions, Attachments, Exhibits, and Appendices are attached hereto and incorporated into this Agreement, provided however that in the event of any conflict between this Agreement and any additional terms and conditions, this Agreement shall control and govern. Any additional terms and conditions not attached to this Agreement shall have no force or effect.

**19. Entire Agreement.**

This Agreement, including its Appendices, represents the final, complete, and exclusive agreement and all terms and conditions between the CHAPTER and the NATION, and supersedes any and all prior written and oral agreements, communications, or course of dealing between the CHAPTER and the NATION relating to its subject matter. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall bind the PARTIES.

**20. Written Amendment Required.**

Amendments to this Agreement shall be made only in writing and must be signed by both PARTIES to be valid and take effect.

**21. Third Party Beneficiaries.**

This Agreement is for the exclusive benefit of the CHAPTER and the NATION and not for the benefit of any third party, including, without limitation, any partner, employee, volunteer, or contractor of the CHAPTER.

**22. Force Majeure.**

The NATION shall not be required to perform any obligation under this Agreement or be held liable for loss or damage resulting from its failure to perform, and the CHAPTER shall not be penalized for delay in performance, if the NATION's nonperformance and the CHAPTER's delay of performance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, natural disasters, power failures, or any other causes beyond each PARTY's control. The CHAPTER shall notify and consult with the NATION regarding any

force majeure event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations. The CHAPTER must inform the NATION of any force majeure events delaying performance of its obligations in writing, with proof of receipt of notice, within three (3) business days of the commencement of such force majeure event, or will otherwise waive this right as a defense.

**23. Disputes.**

Any and all disputes arising under, related to, or in connection with this Agreement shall be resolved first through informal, good faith negotiation between the PARTIES under the laws of the Navajo Nation. The PARTIES shall use their best faith efforts to resolve any dispute informally and expeditiously through such negotiations at the staff level. Each PARTY shall designate a staff person to meet with the other PARTY at a mutually agreeable time and place. The PARTIES will honor all reasonable requests for relevant documents and information. If the dispute cannot be resolved within fifteen (15) business days, the PARTIES shall refer the matter to the Executive Director of DCD and the Chapter President, and shall consult with the Department of Justice ("DOJ"), to assist with interpretation of this Agreement and applicable Navajo Nation laws and policies. If the PARTIES are unable to resolve the dispute, the NATION shall terminate this Agreement after consultation with the DOJ. The CHAPTER shall return any Grant Project Funds that are not Encumbered and Spent to the NATION pursuant to Section 28 of this Agreement.

**24. No Waiver of Sovereign Immunity.**

Nothing herein shall be construed as a waiver, express or implied, of the Navajo Nation's sovereign immunity.

**25. Governing Law.**

This Agreement shall be governed by the laws of the Navajo Nation.

**26. Right to Modify, Terminate, or Withhold Payment.**

The NATION reserves the right to modify, terminate, or withhold any payments to be made under this Agreement, or to require a total or partial refund of any Grant Project Funds if, in the NATION's sole discretion, such action is necessary because the CHAPTER has not fully complied with: (1) the terms and conditions of this Agreement; or (2) with the requirements of any law or regulation applicable to CHAPTER.

**27. Termination.**

This Agreement may be terminated by either PARTY for any reason with ten (10) business days written notice of intent to terminate the Agreement or by mutual termination of both PARTIES through a termination instrument executed by both PARTIES. Upon termination of this Agreement, the CHAPTER shall return any Grant Project Funds that are not Spent or Encumbered to the NATION and assign any Grant Project contracts to the NATION, at its request, pursuant to Section 12 of this Agreement.

**28. Obligation to Return Grant Project Funds.**

- A. **Return of Unencumbered or Unexpended Funds.** The CHAPTER shall immediately return to the NATION, in a manner suitable to the OOC, any portion of the Grant Project Funds that are not Encumbered and Spent at the end of the Period of Performance or upon termination of this Agreement upon the effective date of the termination.

- b. **Return of Funds Expended in Violation of this Agreement.** The CHAPTER shall immediately return to the NATION such portion of the Grant Project Funds that the NATION determines, in its sole discretion, the CHAPTER expended in violation of the Agreement or any applicable Navajo Nation or other laws and regulations.
- c. **Withholding of Future Chapter Funds.** If, for any reason, the CHAPTER fails to return the Grant Project Funds to the NATION when due, the Navajo Nation shall place a hold, in the amount of the Grant Project Funds owed, on the release of any other funds designated for the CHAPTER until the Grant Project Funds are returned.

29. **Required Notification.**

The CHAPTER is required to provide the NATION with immediate written notification of: (1) the CHAPTER's inability to Expend the Grant Project Funds for the purposes described in this Agreement or in the Authorizing Resolution; (2) any expenditure from this Grant made for any purpose other than those for which the Grant is intended; or (3) any match funds the CHAPTER receives or makes available for the Grant Project with a copy of the CHAPTER resolution approving use of the match funds for the Grant Project.

30. **Notices.**

All notices, correspondence, reports, invoices, and requests shall be delivered to the following addresses:

To the NATION: Capital Projects Management Department  
Division of Community Development  
Attn: James Adakai  
Post Office Box 1510  
Window Rock, Navajo Nation (Arizona) 86515  
Telephone: (928) 871-6211/7182  
Facsimile: (928) 871-7189  
Email: james adakai@nndcd.org

To the CHAPTER: Kayenta Chapter  
Attn: Dalton Singer  
Post Office Box 1088  
Kayenta, Navajo Nation ( Arizona ) 86033  
Telephone: 928-429-0239  
Facsimile: 928-697-5524  
Email: dsinger@naataanii.org

- A. **Notices by Registered Mail.** All notices shall be given by registered or certified mail, postage prepaid, or by personal delivery, facsimile, or email transmission followed by surface mail. Notices shall be effective and shall be deemed delivered when dispatched. All notices, demands, requests or other communications to or upon any PARTY provided for in this Agreement or given or made in connection with this Agreement shall be in writing.

**B. Contact Information Change.** The contact information provided in Section 30 above for notices may be changed at any time by either PARTY via written notice given to the other PARTY as provided herein.

**C. Work Cooperatively.** The PARTIES shall use their best faith efforts to communicate, coordinate, and cooperate with each other and other involved Navajo Nation entities.

**31. Severability.**

If any provision of this Agreement is held invalid by the Courts of the Navajo Nation, all remaining provisions which can be implemented shall remain in force and be given full force and effect.

**32. Certification.**


By signing this Agreement, the CHAPTER certifies that the undersigned is a duly authorized officer of CHAPTER and as such, is authorized to accept the Grant Project Funds on behalf of the CHAPTER; to obligate the CHAPTER to comply with all of the terms and conditions placed on this Grant; and to make, execute, and deliver all Grant agreements, representation, receipts, reports, and other instruments of any kind, in connection with this Grant on behalf of the CHAPTER.


The CHAPTER certifies that it accepts the Grant and agrees to abide by the terms outlined in this Agreement, the Authorizing Resolution, CJA-03-21 and any subsequent regulation, and any approved Project Amendment Certification to the Grant Project.

**IN WITNESS WHEREOF**, we the undersigned hereby accept and agree to all terms of this Agreement:

**For the CHAPTER:**

**For the NAVAJO NATION:**

  
\_\_\_\_\_  
Dalton Singer, President Date  
\_\_\_\_\_  
Kayenta Chapter  
\_\_\_\_\_  
(928) 492-0293  
\_\_\_\_\_  
dsinger@naataanii.org

 12-23-2022  
\_\_\_\_\_  
Jonathan Nez, President Date  
\_\_\_\_\_  
The Navajo Nation  
\_\_\_\_\_  
Post Office Box 9000  
\_\_\_\_\_  
Window Rock, Arizona 86515

Navajo Tribal Utility Authority  
NAVAJO UTILITY AUTH.

Account #:

17879  
11/14/2023

Description	Amount
90074518/90074520 CUST#50154116; PROJECT#16-190-0026/16-193-0026; STRUCTION OF KAYENTA EL CAP/COMB RIDGE MAIN POWERLINE PROJECT	\$1,344,623.31

UTILITY AUTHORITY

NAVAJO TRIBAL UTILITY AUTHORITY

KY012212114 11/14/23 DISTRICT: KY 01

Cashier: MONICAR

Tuesday, Nov 14, 2023 18:08:03

NAME: KAYENTA CHAPTER (KY 00)

NO: 60137836

TOTAL: \$ 1344623.31

CHECK: \$ 1344623.31

CHECK NO: 17879

CHANGE: \$ 0.00

Doc No.: 002005261101

Item No: 000003

KAYE

One Million Three  
Hundred Dollars

RECEIPT

VOID AFTER 90 DAYS

Navajo Tribal Utility Authority  
P.O. Box 37  
Kayenta, AZ 86033



AUTHORIZED SIGNATURE

NAVAJO TRIBAL UTILITY AUTHORITY

17879

17879  
11/14/2023

KY012212114 11/14/23 DISTRICT: KY 01

Cashier: MONICAR

Tuesday, Nov 14, 2023 18:08:03

NAME: KAYENTA CHAPTER (KY 00)

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TOTAL: \$ 1344623.31

CHECK: \$ 1344623.31

CHECK NO: 17879

CHANGE: \$ 0.00

Doc No.: 002005261101

Item No: 000003

Amount

\$1,344,623.31

CUSTOMER RECEIPT







**NAVAJO TRIBAL UTILITY AUTHORITY**  
AN ENTERPRISE OF THE NAVAJO NATION

KAYENTA CHAPTER (KY SD)  
PO Box 1088  
Kayenta AZ 86033

<b>Invoice</b>	
Number/Date	90074518 / 10/25/2023
Reference no./Date	
Order number/Date	39275 / 10/25/2023
Customer number	50154116

Project No. 16-190-0026. This invoice is for the construction of Kayenta Comb Ridge/El Capitan Main Power Line Project. Please reference invoice number 90074518 and contract account 60137836 on your payment. Payment is due upon receipt. Late charges will be applied after 30 days of the invoice date.

For further questions regarding this invoice, you may contact Louella Chee, Project Administration Supervisor at (928)729-4685. Thank you.

Material	Value
CONTRACT LABOR	943,396.23
Total Items	943,396.23
Navajo Nation Sales Tax	56603.77
<b>Total Amount</b>	<b>1,000,000.00</b>

Payment is due upon receipt. Late Payment Charges of 1.5% per month will be applied after 30 days of the invoice date.

**Please mail your payment to one of our local offices below:**

Headquarters P.O. Box 170 FT Defiance AZ 86504 928-729-5721	Kayenta P.O. Box 37 Kayenta AZ 86033 928-729-4768	Tuba City P.O. Box 398 Tuba City AZ 86045 928-729-4748	Shiprock P.O. Box 1749 Shiprock NM 87420 928-729-4728	Chinle P.O. Box 549 Chinle AZ 86503 928-729-4738	Fort Defiance P.O. Box 587 FT Defiance AZ 86504 928-729-5727	Dilcon HC 63 Box D Winslow AZ 86047 928-729-4788	Crownpoint P.O. Box 1825 Crownpoint NM 87313 928-729-4758
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**NAVAJO TRIBAL UTILITY AUTHORITY**  
AN ENTERPRISE OF THE NAVAJO NATION

KAYENTA CHAPTER (KY SD)  
PO Box 1088  
Kayenta AZ 86033

<b>Invoice</b>	
Number/Date	90074520 / 10/25/2023
Reference no./Date	
Order number/Date	39277 / 10/25/2023
Customer number	50154116

Project No. 16-193-0026. This invoice is for the construction of Kayenta Comb Ridge/El Capitan Member Extension Power Line Project. Please reference invoice number 90074520 and contract account 60137836 on your payment. Payment is due upon receipt. Late charges will be applied after 30 days of the invoice date.

For further questions regarding this invoice, you may contact Louella Chee, Project Administration Supervisor at (928)729-4685. Thank you.

Material	Value
CONTRACT LABOR	325,116.33
Total Items	325,116.33
Navajo Nation Sales Tax	19506.98
<b>Total Amount</b>	<b>344,623.31</b>

Payment is due upon receipt. Late Payment Charges of 1.5% per month will be applied after 30 days of the invoice date.

**Please mail your payment to one of our local offices below:**

Headquarters P.O. Box 170 FT Defiance AZ 86504 928-729-5721	Kayenta P.O. Box 37 Kayenta AZ 86033 928-729-4768	Tuba City P.O. Box 398 Tuba City AZ 86045 928-729-4748	Shiprock P.O. Box 1749 Shiprock NM 87420 928-729-4728	Chinle P.O. Box 549 Chinle AZ 86503 928-729-4738	Fort Defiance P.O. Box 587 FT Defiance AZ 86504 928-729-5727	Dilcon HC 63 Box D Winslow AZ 86047 928-729-4788	Crownpoint P.O. Box 1825 Crownpoint NM 87313 928-729-4758
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