

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
25th NAVAJO NATION COUNCIL -- Second Year, 2024

AN ACTION RELATING TO THE NAABIK'ÍYÁTI' COMMITTEE; APPROVING THE NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION PROJECT PLAN FOR HONORABLE OTTO TSO'S DELEGATE REGION (CHAPTER: TO' NANEES DIZI)

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Naabik'íyáti' Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 700(A).
- B. Navajo Nation Council Resolution No. CJN-29-22, as amended by CAU-74-23, mandates that Fiscal Recovery Fund ("NNFRF") Delegate Region Project Plans be approved by two-thirds (2/3) vote of the Naabik'íyáti' Committee members in attendance.
- C. Navajo Nation Council Resolution No. CAU-74-23, which amended CJN-29-22 and CJY-41-21, included and incorporated herein by reference, delegated the Naabik'íyáti' Committee as the final approval authority for Delegate Region Project Plans funded through Navajo Nation's Fiscal Recovery Funds.

SECTION TWO. FINDINGS

- A. Navajo Nation Council Resolution No. CJN-29-22, AN ACTION RELATING TO THE NAABIK'ÍYÁTI' COMMITTEE AND NAVAJO NATION COUNCIL; ALLOCATING \$1,070,298,867 OF NAVAJO NATION FISCAL RECOVERY FUNDS; APPROVING THE NAVAJO NATION FISCAL RECOVERY FUND EXPENDITURE PLANS FOR: CHAPTER AND REGIONAL PROJECTS; PUBLIC SAFETY EMERGENCY COMMUNICATIONS, E911, AND RURAL ADDRESSING PROJECTS; CYBER SECURITY; PUBLIC HEALTH PROJECTS; HARDSHIP ASSISTANCE; WATER AND WASTEWATER PROJECTS; BROADBAND PROJECTS; HOME ELECTRICITY CONNECTION AND ELECTRIC CAPACITY PROJECTS; HOUSING PROJECTS AND MANUFACTURED HOUSING FACILITIES; BATHROOM ADDITION PROJECTS; CONSTRUCTION CONTINGENCY FUNDING; AND REDUCED ADMINISTRATIVE FUNDING, was signed into law by the President of the Navajo Nation on July 15, 2022.
- B. CJN-29-22, as amended by CAU-74-23, Section Three, now states, in part and among other things, that
 - 1. The Navajo Nation hereby approves total funding for the NNFRF Chapter and Chapter Projects Expenditure Plan from

the Navajo Nation Fiscal Recovery Fund in the total amount of two hundred eleven million two hundred fifty-six thousand one hundred forty-eight dollars (\$211,256,148) to be divided equally between the twenty-four (24) Delegate Regions in the amount of eight million eight hundred two thousand three hundred forty dollars (\$8,802,340) per Delegate Region . . . and allocated through Delegate Region Project Plans approved by two-thirds (2/3) vote of the Naabik'íyáti' Committee members in attendance. . . . See CJN-29-22, as amended by CAU-74-23, Section Three (B).

2. The Delegate Region Project Plan funding will be allocated to the Navajo Nation Central Government, specifically the Division of Community Development or other appropriate Navajo Nation Division or Department, to implement the projects rather than directly to the Chapters. See CJN-29-22, Section Three (D).
 3. The Navajo Nation Central Government, specifically the Division of Community Development or other appropriate Navajo Nation Division or Department, shall manage and administer funds and Delegate Region Project Plans on behalf of Non-LGA-Certified Chapters. The Navajo Nation Central Government may award funding to LGA-Certified Chapters through sub-recipient agreements to implement and manage specific projects, but shall maintain Administrative Oversight over such funding and Delegate Region Project Plans. See CJN-29-22, Section Three (E).
 4. Each Navajo Nation Council delegate shall select Fiscal Recovery Fund eligible projects within their Delegate Region to be funded by the NNFRF Chapter and Regional Projects Expenditure Plan through a Delegate Region Projects Plan. The total cost of projects selected by each Delegate shall not exceed their Delegate Region distribution of eight million eight hundred two thousand three hundred forty dollars (\$8,802,340). See CJN-29-22, Section Three (F).
 5. Each Delegate Region Project shall identify its Administrative Oversight entity and its Oversight Committee(s) and be subject CJY-41-21's NNDOJ initial eligibility determination. See CJN-29-22, Section Three (L)(5) and (L)(6).
- C. The Navajo Nation Council Resolution No. CAU-74-23, AN ACTION RELATING TO THE NAABIK'ÍYÁTI' COMMITTEE AND NAVAJO NATION COUNCIL; AMENDING COUNCIL RESOLUTIONS CJY-41-21 AND CJN-29-22;

DELEGATING THE NAABIK'ÍYÁTI' COMMITTEE AS THE FINAL APPROVAL AUTHORITY FOR DELEGATE REGION PROJECT PLANS FUNDED THROUGH THE NAVAJO NATION'S FISCAL RECOVERY FUNDS was signed into law by the President of the Navajo Nation on September 6, 2023.

- D. CJN-29-22, as amended by CAU-74-23, Section Three, now states, in part and among other things, that
1. The Navajo Nation hereby approves total funding for the NNFRF Chapter and Chapter Projects Expenditure Plan from the Navajo Nation Fiscal Recovery Fund in the total amount of two hundred eleven million two hundred fifty-six thousand one hundred forty-eight dollars (\$211,256,148) to be divided equally between the twenty-four (24) Delegate Regions in the amount of eight million eight hundred two thousand three hundred forty dollars (\$8,802,340) per Delegate Region . . . and allocated through Delegate Region Project Plans approved by two-thirds (2/3) vote of the Naabik'iyáti' Committee members in attendance. . . . See CJN-29-22, as amended by CAU-74-23, Section Three (B).
- E. All projects listed in the Hon. Otto Tso's Delegate Region Projects Plan, attached as **Exhibit A**, have been deemed Fiscal Recovery Fund eligible by NNDOJ. In addition, Hon. Otto Tso's Delegate Region Projects Plan does not exceed the amount of \$8,802,340, as set forth in CJN-29-22, Section Three (F).
- F. The Navajo Nation Council hereby finds that it is in the best interest of the Navajo Nation and the Hon. Otto Tso's Delegate Region Chapters and communities to approve and adopt the Navajo Nation Fiscal Recovery Fund Delegate Region Project Plan for Hon. Otto Tso's Delegate Region (Chapter: To' Nanees Dizi) as set forth in **Exhibit A**.

SECTION THREE. APPROVAL OF HON. OTTO TSO'S DELEGATE REGION PROJECT PLAN

- A. The Navajo Nation hereby approves the Fiscal Recovery Fund Delegate Region Project Plan for Hon. Otto Tso's Delegate Region (Chapter: To' Nanees Dizi) set forth in **Exhibit A**.
- B. The Delegate Region Project Plan approved herein shall comply with all applicable provisions of CJY-41-21, CJN-29-22, and BFS-31-21.
- C. Any inconsistencies between this legislation, the Delegate Region Project Plan, and the individual project appendix, shall be resolved in favor of the project appendix reviewed by

Department of Justice during their eligibility determination(s).

SECTION FOUR. AMENDMENTS

Amendments to this legislation or to the Delegate Region Project Plan approved herein shall only be adopted and approved by resolution of the Naabik'íyáti' Committee.

SECTION FIVE. EFFECTIVE DATE


This legislation shall be effective upon its approval pursuant to two-thirds (2/3) vote of the Naabik'íyáti' Committee members in attendance.

SECTION SIX. SAVING CLAUSE

If any provision of this legislation is determined invalid by the Navajo Nation Supreme Court, or by a Navajo Nation District Court without appeal to the Navajo Nation Supreme Court, those provisions of this legislation not determined invalid shall remain the law of the Navajo Nation.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 25th Navajo Nation Council at a duly called meeting in Tse Bonito, New Mexico, at which a quorum was present and that the same was passed by a vote of 14 in Favor, and 00 Opposed, on this 18th day of January 2024.


Honorable Seth Damon, Chairman Pro Tem
Naabik'íyáti' Committee

Jan 22, 2024
Date

Motion: Honorable Shaandiin Parrish
Second: Honorable Vince R. James

Chairman Pro Tem Seth Damon not voting

NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION PROJECT PLAN

Exhibit A

COUNCIL DELEGATE: Hon. Otto Tso

CHAPTERS: To' Nanees Dizi

FUNDING RECIPIENT	SUBRECIPIENT	EXPENDITURE PLAN / PROJECT	ADMIN OVERSIGHT	FRF CATEGORY	DOJ REVIEW #	AMOUNT
Division of Community Development	None Identified	Tuba City Domestic Violence Shelter Facility (Construction) Project	Division of Community Development	1.11	HK0698	\$ 200,000.00
Division of Community Development	None Identified	Tuba City Domestic Violence Shelter Facility (Design) Project	Division of Community Development	1.11	HK0699	\$ 300,000.00
Division of Community Development	*To' Nanees Dizi Chapter	To' Nanees Dizi Chapter Transfer Station Project	Division of Community Development	1.14	HK0726	\$ 294,848.00
		UN-ALLOCATED AMOUNT				\$ 8,007,492.00
					TOTAL:	\$ 8,802,340.00

*Per CJN-29-22, Section Three (E), the "Navajo Nation Central Government may award funding to LGA-Certified Chapters through sub-recipient agreements to implement and manage specific projects, but shall maintain Administrative Oversight over such funding and Delegate Region Project Plans."



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 #: HK699

Date & Time Received: 11/17/23 at 9:42

Date & Time of Response: Dec. 6, 2023 at 3:30 pm

Entity Requesting FRF: Tuba City Regional Health Corporation

Title of Project: Tuba City Domestic Violence Shelter Facility - Construction Design

Administrative Oversight: Division of Social Service

Amount of Funding Requested: \$300,000.00

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:
1:11 Community Violence Intervention

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: Amended the amount of funding request to \$300,00 from \$200,000

Name of DOJ Reviewer: Lorenzo Curley

Signature of DOJ Reviewer: *Lorenzo Curley*

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.** 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.



TUBA CITY REGIONAL HEALTH CARE CORPORATION

167 North Main Street, P.O. Box 600
Tuba City, Arizona 86045-0600

November 21, 2023

Mr. Tom Platero, Executive Director
Navajo Nation Fiscal Recovery Fund Office
P.O. Box 2169

Re: Clarification - Tuba City Domestic Violence Shelter Project

Dear Mr. Platero,

On November 20, 2023, I received an email from Ms. Leonora Henderson, Senior Programs and Projects Specialist for the Navajo Nation Fiscal Recovery Fund Office, stating that "DOJ would like to know what the \$300,000.00 Tuba City Domestic Violence Shelter Facility project (request) is" since two projects have already been submitted for design and construction.

\$300,000.00 ARPA Funds Request for Design and Construction:

An application for the request of ARPA funds was submitted for \$300,000.00 to pay for the design on the Tuba City Domestic Violence Shelter. **This proposed funding of \$300,000.00 was identified and allocated by Honorable Otto Tso for this specific project.**

\$200,000.00 ARPA Funds Request for Furniture, Fixture and Equipment:

An application to request for \$200,000.00 ARPA funds was also submitted to pay for Furniture, Fixture, and Equipment (FF&E). This is to use after the project is completed.


\$3,000,000.00 ARPA Funds Request for Design and Construction:

After the two applications were submitted for the total amount of \$500,000.00, I learned that the Tuba City Domestic Shelter project was going to cost at least \$6.6 million dollars. I explained to and conferred with Director Thomas Cody, Navajo Division of Social Services, the construction cost of \$6.6 million and he recommended that I submit a \$3 million ARPA application to help cover the remaining construction cost. It is understood that the \$3 million fund would not be automatically available since this funding is still being finalized.

I hope this clarifies why Tuba City Regional Health Care Corporation submitted two applications on the design and construction of the Tuba City Domestic Violence Shelter project.

If there are any additional questions, please contact my office at 928-283-2160 or email me at Julius.young@tchhealth.org.

Sincerely,


Julius Young II, MBA
Chief Operating Officer
Tuba City Regional Health Care Corporation

**THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR EXTERNAL ENTITIES**

Part 1. Identification of parties.

External Entity requesting FRF: Tuba City Regional Health Care Corporation Date prepared: 09/13/2023

External Entity's PO Box 600 phone/email: (928)283-2160/julius.young@tchealth.org
mailing address: Tuba City, Arizona 86045 website (if any): TCHEALTH.org

This Form prepared by: Julius Young II phone/email: (928)283-2160/julius.young@tchealth.org
Julius Young II, Chief Operating Officer 928-614-9244 (cell)
CONTACT PERSON'S name and title CONTACT PERSON'S info

Title and type of Project: Tuba City Domestic Violence Shelter Project - Design

External Entity's CEO (or equivalent): Ms Joette Walters phone & email: (928)283-2827/joette.walters@tchealth.org

Board President: Mr. Christopher Curley phone & email: 928-225-9737/ccurley07@hotmail.com

Board Treasurer or Financial Officer: Mr. Justice M Beard phone & email: 928-221-6832/jmbeard@outlook.com

Funding Recipient will be working with: Chief Operating Officer on the Project
indicate name of Director of assisting Division and Division; if none, indicate NN President and OPVP
and same will be submitting the Funding Request Package for Review, and will have Administrative Oversight over this FRF Expenditure Plan.

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): Architectural Services - Dekker Perich Sabatini Architectural firm - (DPS Design)
Bidding process in compliance with Navajo Nation Procurement process. document attached

Amount of FRF requested: \$300,000.00 FRF funding period: September 13, 2023 -December 31, 2025
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:

Funding will used to design and construct a Domestic Violence Shelter facility in Tuba City, Arizona. With decrease, limited, or no service of Domestic Shelter facility on the Navajo Nation, we are experiencing difficulties in obtaining needed care for our Navajo Women and Children who are being abused emotionally, physically, and spiritually. The facility will be built in Tuba City Arizona behind the new Tuba City Courthouse. The location of the shelter will provide a safe environment for these Navajo families. This facility will limit individuals and family from being relocated to other communities. document attached

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

The TC Domestic Violence Shelter facility will benefit and protect victims and family from being abused. Domestic Violence is on the rise, victims are often faced with homelessness, limited support, poverty and isolation. The shelter will provide a safe shelter for victims and their children and offer psychosocial support and resources to empower individuals in making healthy choices towards independence. document attached

(c) Provide 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:

APPENDIX A

This project will be completed by December 31,2025. It will take at least 6 months to complete the design of this facility. Designs will be complete by March 30, 2024 and construction will take a 15 months to complete. The one challenge will be the land transfer, but we will get before March 2024. document attached

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

Tuba City Regional Health Care Corporation will implement the project, primarily our Chief Operating Officer and Chief Community Health Service Officer.

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:

Tuba City Regional Health Care Corporation will be responsible for the operations and maintenance cost for the project once completed. TCRHCC will seek grants to operate this facility.

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:

Tuba City Regional Health Care Corporation's compact with the Navajo Nation to operate as a 638 tribal organization to provide healthcare services to IHS beneficiaries. There is no Domestic Violence Shelter in Tuba City including the surrounding communities,so families are transported to Kayenta, Arizona, Blanding, Utah, or other sites off the Navajo Nation. Families are displaced from their relatives and often have to find their way home after leaving the shelters.

document attached

Part 3. Additional documents.

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

Conceptual floor plan
Design fee

Board Resolution attached

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. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

External Entity's Preparer: **Julius Young II**
Digitally signed by Julius Young II
Date: 2023.09.15 09:50:48 -06'00'
signature of Preparer/CONTACT PERSON

Approved by: **Christopher Curley**
Digitally signed by Christopher Curley
Date: 2023.09.15 09:54:02 -06'00'
signature of Board Chairperson or President (or Vice-President)

Approved by: **Joette Walters**
Digitally signed by Joette Walters
Date: 2023.09.15 09:45:26 -06'00'
signature of External Entity's CEO (or equivalent)

Approved to submit for Review: 
signature of Director of assisting Division

-OR- Approved to submit for Review: _____
signature of NN President

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

FY 2023

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>Tuba City Domestic Violence Shelter - Design</u>		Division/Branch: <u>OCO/Executive</u>	
Prepared By: <u>Julius Young II</u>		Phone No.: <u>928-283-2164</u>		Email Address: <u>julius.young@tchealth.org</u>	
PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	
ARPA		09/13/23-12/31/2023	300,000.00	100%	
PART III. BUDGET SUMMARY					
		Fund Type Code	(A) NNC Original Budget	(B) Proposed Budget	(C) Difference or Total
2001	Personnel Expenses				
3000	Travel Expenses				
3500	Meeting Expenses				
4000	Supplies				
5000	Lease and Rental				
5500	Communications and Utilities				
6000	Repairs and Maintenance				
6500	Contractual Services	6	0 300,000	300,000	300,000
7000	Special Transactions				
8000	Public Assistance				
9000	Capital Outlay				
9500	Matching Funds				
9500	Indirect Cost				
TOTAL			0 300,000.00	300,000.00	300,000
PART IV. POSITIONS AND VEHICLES					
			(D)	(E)	
TOTAL # of Positions Budgeted:					
TOTAL # of Vehicles Budgeted:					
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.					
SUBMITTED BY: <u>Jaron Charley, Program Manager II</u>		APPROVED BY: <u>Calvin Casillo, Division Director</u>			
Program Manager's Printed Name		Division Director / Branch Chief's Printed Name			
<u>09/19/2023</u>		<u>7/19/2023</u>			
Program Manager's Signature and Date		Division Director / Branch Chief's Signature and Date			

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

FY 2023

PART I. PROGRAM INFORMATION:
 Business Unit No.: NEW Program Name/Title: Tuba City Domestic Violence Shelter - Design

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:
 The goals for the project center around being able to effectively manage the project budget and schedule. Current construction industry conditions have proven to very difficult to manage rapid cost escalations and material availability due to ongoing supply chain issues. The goals are written to monitor each quarter to track budget and schedule variability. The last goal is set to try and ensure that program elements do not have to be reduced to be able to manage the overall project budget.

PART III. PROGRAM PERFORMANCE CRITERIA:

	1st QTR		2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement: Design of Tuba City Domestic Violence Shelter Project Program Performance Measure/Objective: Completion of Design phase	1		1		1		1	
2. Goal Statement: Construct Tuba City Domestic Violence Shelter Project Program Performance Measure/Objective: Construct phase begins on Tuba City Domestic Violence Shelter Project	1		1		1		1	
3. Goal Statement: Program Performance Measure/Objective:								
4. Goal Statement: Program Performance Measure/Objective:								
5. Goal Statement: Program Performance Measure/Objective:								

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

 Jeron Charley, Program Manager-IT
 Program Manager's Printed Name

 09/19/2023
 Program Manager's Signature and Date

 Calvin Castillo, Division Director
 Division Director/Branch Chief's Printed Name

 9/19/2023
 Division Director/Branch Chief's Signature and Date

THE NAVAJO NATION
 DETAILED BUDGET AND JUSTIFICATION

PART I. PROGRAM INFORMATION:			
Program Name/Title: <u>Tuba City Domestic Violence Shelter</u>		Business Unit No.: <u>NEW</u>	
PART II. DETAILED BUDGET:			
(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	6500 Contractual Services Sub Contracted Services 6990 Subcontracted Services	300,000	300,000
TOTAL		300,000	300,000

August 9, 2023

Julius Young II, MBA
Chief Operating Officer
Tuba City Regional Health Care Corporation
167 North Main Street
PO Box 600
Tuba City Arizona 86045
Via email: Julius.Young@TCHEALTH.ORG

Re: Fee proposal – Domestic Violence Shelter

Julius,

Dekker/Perich/Sabatini is pleased to submit this proposal for professional services for the above referenced project. We understand the scope of the project to be creating a shelter for domestic violence victims that is located close to the judicial complex in Tuba City, AZ. The 2.5 acre site for the project is currently occupied by an old courthouse building that will need to be demolished. The site also has an existing Hogan building that will remain and be incorporated into the design of the shelter complex. This proposal is based on a concept plan that was provided by DPS on July 24, 2023 that included 6 units total. 5 units have 4 beds and 1 unit has 6 beds for larger families. The units share a toilet core, but each unit has a bathroom for privacy. There is a main building that has 6 offices, conference room, kitchen, dining and living room. Total building area in this concept is 8,200 square feet.

Design services will include typical basic services including DD, CD and CA phase support for architectural, MEP, and structural engineering.

Professional service scope description:

Schematic Design and Programming:

The schematic design will consist of further refining the concept plan that was sent on July 24, 2023. We will work with the owner's representatives to develop the operational concepts of the shelter to further define the functional program. Schematic floor plans, site plan and building elevations will be developed and narratives of the structural and MEP systems will be the final deliverables of this phase.

Design development phase:

Based on the Owner's written approval to proceed and approval of the designs presented in the Schematic Design. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, electrical systems, and outline

specifications that identify major materials and systems and establish in general their quality levels.

Construction document phase

Based on the Owner's written approval of the Design Development Documents, we will prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth, in detail, the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during the Construction Phase of Services. It is our understanding that if we use the modular wall solution, the wall system supplier will provide construction shop drawings of the wall system as part of the contract documents.

We will incorporate into the Construction Documents our understanding of design requirements of governmental authorities having jurisdiction applicable to the Project.

During the development of the Construction Documents, we will coordinate with the Owner's procedures and selected General Contractor executing Pre-Construction / Design-Assist services. It is understood that this Project will not be competitively 'hard bid' to an alternate General Contractor. As such, the preparation of bidding or proposal forms, Contract for Construction or other bidding management documents or procedures is not within our Basic Services.

Permitting

Based on the Owner's written approval of the Construction Documents, we will coordinate with the owner's life safety consultant for peer review and approval of the construction documents.

It is assumed that final GMP of the Construction Contract will occur between the Owner and General Contractor concurrently with the Permitting process. We have included one (1) meeting with the Owner and General Contractor to execute a page-by-page review of the Construction Documents. If additional meetings are requested by the Owner, these may result in additional services and may require additional fee to cover these expanded services.

Construction phase services

We will advise and consult with the Owner during the Construction Phase Services. Services includes on site Owner Architect Contractor [OAC] Meetings (One (1) OAC Meeting per Month) and one (1) additional site visit each month during the construction stage, to become familiar with the progress and quality of the work being completed, and to determine if the work is being performed in accordance with the Contract Documents. We will keep the Owner reasonably informed about the progress and quality of the work completed, and report to the Owner deviations or defects in the completed work.

We shall review and certify the amounts due to the Contractor submitted by the Contractor in Monthly Pay Applications.

We will review and approve the Contractor's required submittals such as Shop Drawings, Product Data and Samples, to check for conformance with the Contract Documents and Specifications. Defects, deficiencies or other corrections to submittals will be reported to the Contractor.

We will review and respond to requests for information (RFI) concerning the Contract Documents. Our response to such requests will be made in writing with reasonable promptness. If appropriate, we will prepare and issue supplemental Drawings and Specifications in response to RFI.

We may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

Professional service fee summary for architectural, interior and structural (MEP fees provided under separate proposal):

Schematic Design and programming –	\$30,000
Design development phase services -	\$90,000
Construction Documents phase services -	\$105,000
Permitting phase services -	\$15,000
<u>Construction Administration phase services -</u>	<u>\$60,000</u>
Total professional design service fees -	\$300,000

Progress payments are invoiced monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.5% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located. If invoices remain unpaid 60 days after the invoice date, Dekker/Perich/Sabatini reserves the right to stop work until all sums due have been paid.

This proposal shall be valid for a period of thirty days from the date indicated above, after which Dekker/Perich/Sabatini reserves the right to modify it. If the final scope of work varies in a material way from those listed in this proposal, Dekker/Perich/Sabatini reserves the right to make appropriate adjustments.

EXCLUSIONS AND/OR QUALIFICATIONS

The following exclusions and assumptions have been the basis for preparing this proposal. DPS will be happy to provide you with an estimate for any additional work.

- Civil engineering services
- Traffic engineering or environmental studies of any kind
- Surveys and a geotechnical investigation
- Asbestos surveys and mitigation/ abatement of existing building before demolition will be provided by owner
- Special testing/inspections
- Specialty consultant fees other than those specifically listed

- Selection and specification of furnishings. Should you wish, D/P/S can provide assistance with selection and specification of new furnishings
- Design of telecom, IT, security, etc.
- Fire alarm and sprinkler design is assumed to be deferred submittal by others
- Building Commissioning services are excluded.
- LEED services are excluded.
- Applicable City, State or Tribal taxes will be in addition to the fees quoted herein.
- Printing costs for permitting purposes have not been included in our fee.
- Permit and application fees are excluded from this proposal.
- Coordination with the following owner provided consultants/vendors is included in the scope above. The design and documentation of the work/scope of these consultants/vendors is the responsibility of the respective consultant/vendor.
 - Information Technology
 - Electronic security
 - FF&E
- Reimbursable expenses for printing, travel and related per diem, postage, and delivery charges are excluded. We would recommend budgeting approximately \$5,000 for reimbursable expenses for the project in the overall budget.

We appreciate the opportunity to submit this proposal. Please feel free to give me a call for any clarifications or concerns you might have. If this proposal is acceptable, please sign below and return to me. We will complete a formal contract as we progress with the project.

Very truly yours,

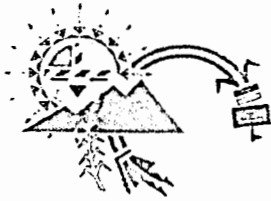
Best Regards,
Dekker/Perich/Sabatini



Robert C. George, AIA
Principal

Proposal Accepted: _____

Date: _____



TUBA CITY REGIONAL HEALTH CARE CORPORATION

167 North Main Street, P.O. Box 600
Tuba City, Arizona 86045-0600

August 15, 2023

Honorable Otto Tso
Tuba City Council Delegate
PO Box
Tuba City Arizona 86045

RE: Tuba City Domestic Violence Shelter

Dear Honorable Tso,

As you may be aware, Tuba City Regional Health Care Corporation (TCRHCC) has taken the lead in overseeing the Tuba City Domestic Violence Shelter project.

On August 07, 2023, Ms Joette Walters, TCRHCC CEO, and I met with you on this project, and you had mentioned that we could seek at \$500,000.00 from the Division of Community Development ARPA funding to assist Tuba City Regional Health Care Corporation with its Tuba City Domestic Violence Shelter project.

The Navajo Nation Division of Social Services received \$4.1 million to construct this Tuba City Domestic Violence Shelter facility. Unfortunately, the funding that was awarded is not enough to design and construct this facility.

Therefore, I am respectfully requesting an additional \$500,000.00 to pay for the Design and Construction cost. The design fees will be \$300,000.00 and the remaining \$200,000.00 could go towards the construction cost.

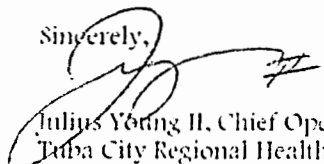
The cost for construction for this much needed facility in Tuba City, Arizona is estimated at \$6,300,000.00. The Tuba City Chapter has agreed to pay for demolition of the old Tuba City Courthouse, which has been designated as the new site for the Tuba City Domestic Violence Shelter.

Tuba City Regional Health Care Corporation has partnered with Tuba City Chapter and Navajo Division of Social Services on this project.

Your favorable approval in supporting this needed service in Western Agency would greatly be appreciated.

If there are any addition questions, please contact my office at 928-283-2160 (office) or 928-614-9244 (cell) or email my office.

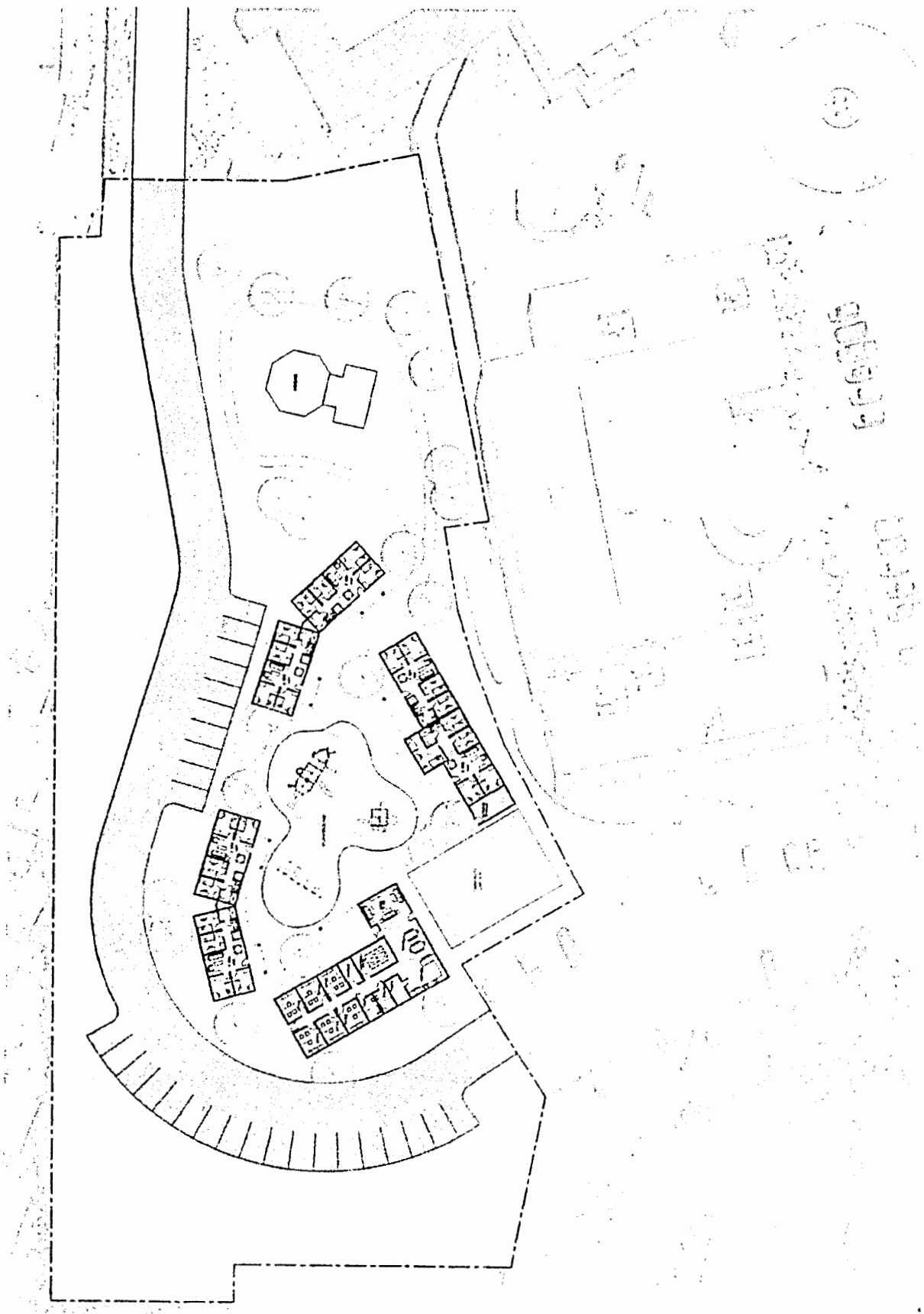
Sincerely,


Julius Young II, Chief Operating Officer
Tuba City Regional Health Care Corporation

Attachment: Conceptual Design; Project Budget

cc: Joette Walters, TCRHCC CEO
Dollie Smalleanyon, TCRHCC CCHSO
Lise Butler, TCRHCC Executive Assistant

TC Domestic Voilence Shelter		7/24/2023	
Project budget			
	area	unit cost	total
Site and Land Cost			
sitework area	102,813	\$7.00	719,691.00
Existing Building demolition	11,000.00	\$10.00	110,000.00
abatement allowance	11000	\$15.00	165,000.00
Construction Contracts			
Wood Frame building area	8,200	\$350.00	2,870,000.00
Subtotal Site and building cost			3,864,691.00
Remote location factor		12.00%	463,762.92
Regional labor shortage factor		5.00%	193,234.55
Construction contingency		10.00%	386,469.10
Subtotal site and construction with regional factors			4,908,157.57
Consultant Fees			
A/E design fees	arch, MEP &struct		309,175.28
entitlements	estimate		0.00
Civil engineering fees	estimate		35,000.00
landscape architect	in AE fee		
reimbursable expenses	estimate	0.10%	4,908.16
Taxes on consult fees		0.00%	0.00
subtotal of AE fees and taxes on fees			349,083.44
Fees, Taxes and permits			
zoning / building permits	allowance		\$0.00
impact fees	allowance		\$0.00
utility cap fees	allowance		\$0.00
Geotech and material testing	allowance		\$40,000.00
Taxes on construction	5.00%		\$176,349.87
subtotal fees,taxes and permits			216,349.87
subtotal construction and fees			5,473,590.88
Equipment and Furniture			
Group I -major	percentage of const.	0.00%	0.00
Group II - major moveable	percentage of const.	0.00%	0.00
Group III - minor moveable	percentage of const.	2.00%	77,293.82
Group V - furnishings	percentage of const.	4.00%	154,587.64
other	percentage of const.	2.00%	77,293.82
subtotal equipment			309,175.28
Financing Cost			
cost of construction financing	0.00		
Other Costs			
moving costs	allowance	\$0.00	
reproduction costs	allowance	\$10,000.00	
subltotal other costs			10,000.00
subtotal project costs before project contingency			6,009,116.03
Project contingency			
overall project contengency		5.00%	300,455.80
Project escalation costs			
escalate project cost at 8% annually	0.00	8.00%	0.00
Total project Cost			6,309,571.84



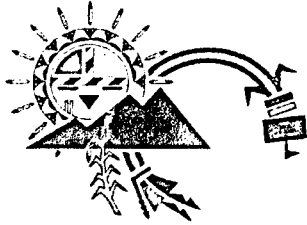
Tuba City Domestic Violence Shelter Concept

DEKOR
PERICHI
SADATINI

TCRHCC Domestic Violence Shelter

ID	Task Name	Duration	Start	Finish	Predecessor	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Funding procurement	61 days	Fri 9/15/23	Fri 12/8/23															
2	preliminary project budget and sched	1 day	Fri 9/15/23	Fri 9/15/23															
3	identify and secure funding sources	60 days	Mon 9/18/23	Fri 12/8/23	2														
4	Program verification and revised concept	12 days	Mon 12/11/23	Tue 12/26/23	3														
5	project programming verification	5 days	Mon 12/11/23	Fri 12/15/23	3														
6	revised concept design	5 days	Mon 12/18/23	Fri 12/22/23	5														
7	concept design presentation	1 day	Mon 12/25/23	Mon 12/25/23	6														
8	conceptual design - final approval	1 day	Tue 12/26/23	Tue 12/26/23	7														
9	schematic design	25 days	Wed 12/27/23	Tue 1/30/24	8														
10	design development	33 days	Wed 1/31/24	Fri 3/15/24	9														
11	DD production time	30 days	Wed 1/31/24	Tue 3/12/24	9														
12	DD consultant deliverables due	1 day	Wed 3/13/24	Wed 3/13/24	11														
13	issue DD drawings and specs to owner and CM for initial price	2 days	Thu 3/14/24	Fri 3/15/24	12														
14	construction documents	43 days	Mon 3/18/24	Wed 5/15/24	13														
15	50% CD work time	15 days	Mon 3/18/24	Fri 4/5/24	13														
16	50% CD consultant drawings due	1 day	Mon 4/8/24	Mon 4/8/24	15														
17	issue 50% construction documents (pricing)	1 day	Tue 4/9/24	Tue 4/9/24	16														
18	50% CD pricing	15 days	Wed 4/10/24	Tue 4/30/24	17														
19	100% CD work time	25 days	Tue 4/9/24	Mon 5/13/24	16														
20	100% consultant drawings due	1 day	Tue 5/14/24	Tue 5/14/24	19														
21	100% construction (issue for permit)	1 day	Wed 5/15/24	Wed 5/15/24	20														
22	bidding and negotiation	26 days	Wed 5/15/24	Wed 6/19/24	20														
23	bidding	21 days	Wed 5/15/24	Wed 6/12/24	20														
24	GMP compilation	3 days	Thu 6/13/24	Mon 6/17/24	23														
25	GMP presentation	1 day	Tue 6/18/24	Tue 6/18/24	24														
26	GMP Approval	1 day	Wed 6/19/24	Wed 6/19/24	25														
27	Construction	287 days	Thu 6/20/24	Fri 7/25/25															
28	mobilization	10 days	Thu 6/20/24	Wed 7/3/24	26														
29	demolition	15 days	Thu 7/4/24	Wed 7/24/24	28														
30	building and site construction	250 days	Thu 7/25/24	Wed 7/9/25	29														
31	Substantial completion	2 days	Thu 7/10/25	Fri 7/11/25	30														
32	owner move in	10 days	Mon 7/14/25	Fri 7/25/25	31														

Task	Manual Task	Start-only	Duration-only	Manual Summary Rollup	Manual Summary	Project Summary	Inactive Task	Inactive Milestone	Inactive Summary	Task	Split	Milestone	Summary
Project: PS - TCRHCC DV Shelter													
Date: Fri 10/6/23													



TUBA CITY REGIONAL HEALTH CARE CORPORATION

167 North Main Street, PO Box 600
Tuba City, AZ 86045-0600

TCRHCC 9-09-2023

**RESOLUTION OF THE
TUBA CITY REGIONAL HEALTH CARE CORPORATION
BOARD OF DIRECTORS**

**TO THE NAVAJO NATION GOVERNMENT TO REQUEST THREE MILLION
DOLLARS FROM FISCAL RECOVERY FUNDS OF THE AMERICAN RESCUE
PLAN ACT FOR CONSTRUCTION OF A DOMESTIC VIOLENCE SHELTER
FACILITY**

WHEREAS:

1. Pursuant to Navajo Nation Council Resolution CJY-33-10 (July 21, 2010) and Naabik'iyáti Committee Resolution NABID 96-18 (Dec. 27, 2018), TCRHCC is authorized and designated as a "Tribal Organization" for the purpose of managing and operating contracts with the Indian Health Service ("IHS") under the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended ("ISDEAA"); *and*
2. Tuba City Regional Health Care Corporation (TCRHCC), a non-profit, 501(c)3, tribal organization as defined in the Indian Self-Determination Act, Public Law 93-638; *and*
3. The TCRHCC service area within the Western Navajo Agency and Coconino County communities including Cameron, Bodaway/Gap, Coalmine Canyon, Kaibeto, LeChee, Coppermine, Tonalea, and To'Naneez'Dizi Chapters, and including the Hopi Village of Moenkopi and the San Juan Southern Paiutes of Tuba City, *and*
4. The TCRHCC Regional Health System with a primary patient service population of nearly 36,000 also serves as a Medical Referral Center for over 100,000 patients across the Navajo Nation, including Hopi and San Juan Southern Paiutes. TCRHCC is also the largest referral center serving the Navajo Nation; *and*
5. The TCRHCC has a need to identify, strengthen and develop future health and supportive services and strategies which will benefit elders, family and child services, and other specialty areas including health facilities; *and*
6. TCRHCC will expand services by constructing a Domestic Violence Shelter Facility in Tuba City, *and*
7. TCRHCC will establish partnerships, on-board new staff and develop a victim service protocol and a sustainability plan; *and*
8. TCRHCC will provide comprehensive case management and mental health services to adults and children affected by domestic violence and human trafficking.

THEREFORE, BE IT RESOLVED, THAT:

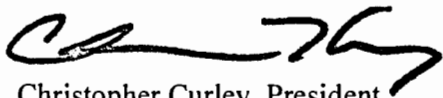
The Tuba City Regional Health Care Corporation Board of Directors hereby request three million dollars from the fiscal recovery funds of the American Rescue Plan Act for the construction of a Domestic Violence Shelter facility in Tuba City.

CERTIFICATION

We verify that the foregoing resolution was duly considered at a duly called meeting of the Tuba City Regional Health Care Corporation's Board of Directors at Tuba City, Arizona at which a quorum was present and that the same was passed by a vote of 8 in favor, 0 opposed, 0 abstained, this 12th day of September 2023. Chair not voting.

Motion by: Justice M. Beard

Second by: Carmelita Homer



Christopher Curley, President
TCRHCC Board of Director

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE OF THE

23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

AN ACTION

RELATING TO NAABIK'ÍYÁTI' COMMITTEE; ACCEPTING THE RECOMMENDATION OF THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE AND GRANTING THE DESIGNATION OF "TRIBAL ORGANIZATION" TO THE TUBA CITY REGIONAL HEALTH CARE CORPORATION FOR A PERIOD OF FIFTEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING THE TUBA CITY REGIONAL HEALTH CARE CORPORATION INC. TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON CONTINUING COMPLIANCE WITH ALL TERMS AND CONDITIONS AS APPROVED BY THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. Pursuant to Navajo Nation Council Resolution CJY-33-10 and the Navajo Nation Code at 2 N.N.C. Section Five (5) "References to previous Standing Committees" which states in part "References in the Navajo Nation Code...to Government Services and Intergovernmental Relations Committees shall mean the Naabik'iyáti' Committee..." See **Exhibit No. 1.**
- B. The Naabik'iyáti' Committee of the Navajo Nation Council exercises the authority to authorize and approve additional tribal organizations that have received the recommendation and approval of the Health, Education and Human Services Committee of the Navajo Nation Council. See **Exhibit No. 1.**

SECTION TWO. FINDINGS

- A. The Tuba City Regional Health Care Corporation has requested to be designated a "tribal organization" for a period of twenty-five (25) years, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended). As found within **Exhibit No. 2.**

- B. The Tuba City Regional Health Care Corporation serves the Navajo Nation Chapters of To'Nanees' Dizi Local Government, To Nihalii', Kai'Bii'To', Coalmine, Cameron, Coppermine, Bodaway/Gap, Le Chee Chapters.
- C. The Tuba City Regional Health Care Corporation proposal for designation of "Tribal Organization" has been endorsed by separate resolutions adopted by all the named respective Chapters and the Upper Village of Moenkopi Village Council, the Hopi Tribal Council and the San Juan Southern Paiute Tribal Council. See **Exhibit No. 2**.
- D. The Health, Education and Human Services Committee of the Navajo Nation Council through Resolution HEHSCJY-27-18, has found it to be in the best interest of the Navajo Nation to approve and recommend to the Naabik'iyáti' Committee of the Navajo Nation Council that the Tuba City Regional Health Care Corporation be given the revocable designation of "tribal organization" for a period of three (3) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), attached as **Exhibit No. 3** and subject to the Terms and Conditions as found therein.
- E. Notwithstanding the three (3) year term for designation as a "tribal organization" recommendation by the Health, Education, and Human Services Committee, the Naabik'iyáti' Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation, upon approval and recommendation of the Health, Education and Human Services Committee (Committee), to approve giving the Tuba City Regional Health Care Corporation the revocable designation of "tribal organization" for a period of fifteen (15) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended) and subject to the continuing compliance with the Terms and Conditions as approved and adopted by the Committee attached hereto as **Exhibit No. 3** and also as found at Exhibit B within **Exhibit No. 2**.

Section Three. Approval

- A. The Naabik'iyáti' Committee of the Navajo Nation Council, upon approval and recommendation of the Health, Education and Human Services Committee (Committee), hereby approves giving the Tuba City Regional Health Care Corporation the revocable designation of "tribal organization" for a period of fifteen (15) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended) and subject to the continuing compliance with the Terms and Conditions as approved and adopted by the Health, Education and Human Services Committee attached hereto as **Exhibit No. 3** and also as found at **Exhibit B** within **Exhibit No. 2**.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 09 in Favor, and 00 Opposed, on this 27th day of December 2018.

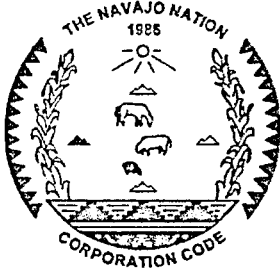


LoRenzo C. Bates, Chairman
Naabik'iyáti' Committee

Motioned: Honorable Davis Filfred
Second : Honorable Otto Tso

Chairman LoRenzo C. Bates not voting

Pursuant to § 700 (D), A quorum of the committee shall be satisfied by the presence of two (2) members of each Standing Committee or a majority of delegates of the Navajo Nation Council.



NAVAJO NATION CORPORATION CODE

CERTIFICATE OF GOOD STANDING

To all to Whom these Presents Shall Come, Greetings:

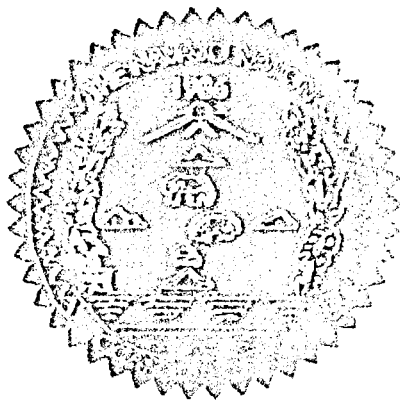
I, the Director of the Business Regulatory Department, DO HEREBY CERTIFY
that

TUBA CITY REGIONAL HEALTH CARE CORPORATION

File Number: 100558

a Corporation organized under the laws of the Navajo Nation Corporation Act, did
incorporate on _____ January 19th, 2001 _____.

I FURTHER CERTIFY that this corporation has filed all affidavits and annual
reports and has paid all annual filing fees required to date and, therefore, is in good
standing within the Navajo Nation.



IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the official seal of the
Navajo Nation Corporation Code. Done at
Window Rock, Arizona, the Capital of the
Navajo Nation, this _____ 19th
day of _____ January, 2023 _____ A.D.

Notah C. Silversmith

Director, Business Regulatory
Division of Economic Development
Notah C. Silversmith