



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

November 3, 2023

Dennehotso Chapter
PO Box 2301
Dennehotso, AZ 86535

ATTENTION: Larry Tuni, President

REFERENCE: 164 Review 021281 / Contract

Dear Larry:

Attached please find your copy of the approved Contract (CO16227) with the Navajo Nation Division of Community Development. The Contract has been awarded in the amount of \$123,801.65. The term of the contract will commence on March 03, 2021, and expires September 30, 2024.

Reference above contract number on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Ryan Raye Begay at 928-871-6459.

Sincerely,

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

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Ryan Raye Begay, Navajo Nation DCD
Contract Folder: CO16227

Document No. 021281

Date Issued: 08/24/2023

SECTION 164 REVIEW FORM

Title of Document: DENNEHOTSO ARPA/FRF Subrecipient
Agmt#1

Contact Name: BEGAY, RYAN RAYE

Program/Division: DIV. OF COMMUNITY DEVELOPMENT

Email: rrbegay@nndcd.org

Phone Number: 928-871-6459

Check document category; only submit to category reviewers. OMB, OOC and OAG have 5 working days, except BRD has 2 working 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)

Division Director: _____ Date: _____

Statement of Policy or Positive Law: Sufficient Insufficient
1. OAG: _____ Date: _____

IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)
1. OMB: _____ Date: _____
2. OOC: _____ Date: _____
3. OAG: _____ Date: _____

Section 164(B)

Division Director: [Signature] Date: 8/25/23

Grant/Funding Agreement or amendment:
1. OMB: _____ Date: _____
2. OOC: _____ Date: _____
3. OAG: _____ Date: _____

Subcontract/Contract expending or receiving funds or amendment: 6/28/2023
1. BRD: [Signature] Date: 08/29/23
2. OMB: [Signature] Date: 8/17/23
3. OOC: [Signature] Date: 7/20/23
4. OAG: [Signature] Date: 10/4/23

Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:
1. OAG: _____ Date: _____

M.O.A. or Letter of Assurance expending or receiving funds or amendment:
1. OMB: _____ Date: _____
2. OOC: _____ Date: _____
3. OAG: _____ Date: _____

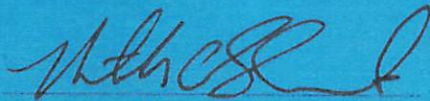
Office of the President/Vice President [Signature] Date: 8 Oct 2023

FIRM NAME : Dennehotso Chapter
ADDRESS : P.O. Box 2301
Dennehotso, Arizona 86535
TELEPHONE NO.: (928) 658 - 3300

**DIVISION OF ECONOMIC DEVELOPMENT
BUSINESS REGULATORY DEPARTMENT**

NAVAJO BUSINESS OPPORTUNITY CLEARANCE

- I certify that the above named person or firm is certified Navajo or Other Indian Owned Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.
- I certify that the above named person or firm is not certified as a Navajo or Other Indian Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.
- No certified Navajo or Other Indian Firm available for contract performance.
- N/A Attached contract has been let out for bid in accordance with all Tribal Contract Laws - Navajo Business Opportunity Act (5 N.N.C §201 et seq.), Navajo Nation Procurement Code (12 N.N.C. §301 et seq.) and Title Two (2 N.N.C §223). (Invitation to Bid and Bid Results attached). **See Comments Below.**
- N/A This proposed contract is in compliance with applicable Navajo Business Opportunity Act (5 N.N.C §201 et seq.). **See Comments Below.**



Signature

Department Manager I

Title

08/29/23
Date

Reviewed by: Rochelle Tabaha
Staff/Business Regulatory Department

Date: 08/29/2023

COMMENTS (If Any): Document 021281 is a PSC (Subrecipient Agreement) document between Navajo Nation (DCD) and the above listed governmental agency. Provisions of the NBOA do not apply in this type of agreement; accordingly, OK to sign off on document as requested. RTabaha



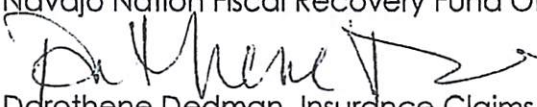
DR. BUU NYGREN **PRESIDENT**

RICHELLE MONTOYA **VICE PRESIDENT**

The Navajo Nation | Yideeskáądi Nitsáhákees

MEMORANDUM

TO: Pauline Thomas
Navajo Nation Fiscal Recovery Fund Office

FROM: 
Darothene Dedman, Insurance Claims Analyst
Risk Management Program

DATE: September 29, 2023

SUBJECT: INSURANCE MINIMUM – Chapter – Subrecipient Agreement - #021281 –
Dennehotso Chapter

Our Office is in receipt of the above document for review. Review focused primarily on the Subrecipient Agreement. After further review, the Risk Management Program (NNRMP) has the following comments:

1. Dennehotso Chapter is in good standing with the Risk Management Program. All premiums are paid for FY – 23
2. Since Dennehotso Chapter is a member of the Navajo Nation Property & Casualty pool (RMP), the Chapter **has met** the minimum insurance requirements. Please report any Changes or terms of the contract immediately to RMP for review.

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

cc: RMP FILE



E-MAILED
9/29/23

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dennehotso Chapter

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 2301

6 City, state, and ZIP code
Dennehotso AZ 86535

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

8	6	-	0	7	2	6	3	7	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ M. Smith Williams Date ▶ 9/25/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.


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



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

DATE: June 6, 2023

TO: Tom Platero, Executive Director
Navajo Nation Fiscal Recovery Fund Office

FROM: 
Arnold Jake, Principal Accountant
Navajo Nation Fiscal Recovery Fund Office

SUBJECT: Initial Risk Assessment for Dennehotso Chapter

In accordance with 2 CFR §200.206, the Navajo Nation Fiscal Recovery Fund Office (NN FRFO) Finance Section has evaluated the subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, financial stability, management systems and standards, previous audits, personnel, and the ability to effectively implement requirements.

With the concurrence of the Office of the Controller and the Administrative Oversight, the initial Risk Assessment determined that:

Dennehotso Chapter is evaluated to be a Low-risk subrecipient.

There is a low risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

As needed, the NN FRFO, in consultation with the Office of the Controller and the Administrative Oversight, may perform follow up risk assessments.

If you have any questions, please contact the NN FRFO at (505) 309-5550.

**NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Dennehotso Chapter

Applicant Name

P.O. Box 2301

Applicant Address

Dennehotso AZ 86535

Applicant Address

Applicant Address

Maricelyn Smith-Williams

Name of individual signing on Applicant's behalf (print)

Chapter Manager

Title of individual signing on Applicant's behalf

M. Smith-Williams

Signature of individual signing on Applicant's behalf

09/25/2023

Date



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO: Navajo Nation Section 164 Reviewers

FROM: *Darlene Begay*
 Darlene Begay, Senior Accountant
Contract Administration
 Navajo Nation Office of the Controller

THRU: *Valerie Bitsilly*
 Valerie Bitsilly, Accountant
Contract Administration
 Navajo Nation Office of the Controller

DATE: September 20, 2023

SUBJECT: Document No. 021281 – Dennehotso Chapter

Please be advised, the 164 Review Document No. 021281 is complete. Upon review, Navajo Nation Office of the Controller, Contract Administration Section recommends the following deficiency(s) to be addressed and corrected. Should you have any questions, please bring it to my attention at 928.810.8596. Thank you.

- Account Identification: Insufficient funds. *{ see memo from Controller 9/21/23*
- Cost/Price Analyst Memo: _____
- Term of Contract: _____
- Bids/Advertisements/Quotes or _____
- Sole Source Justification: _____
- Business Regulatory Clearance: _____
- Insurance: Attach Insurance form and Risk Management memo.
- Debarment/Suspension: Attach completed form, utilize form on OOC website ✓
- W-9: Attach completed form, utilize form on OOC website. ✓
- Other: Attach a total of four (4) contracts upon return for
(Ex: copies, SOW, signatures,) a contract number.

Navajo Nation - Division of Finance
Office of the Controller
164 or Signature Authorization Sheet (SAS) Sign-Off Sheet for OOC

(Attach sign off sheet to SAS document to ensure each section within OOC signs off on SAS)

PLEASE NOTE OOC (ALL SECTIONS IN TOTAL) HAS 7 DAYS TO REVIEW

21281

OOC - Section	Date
---------------	------

- 1 Accounts Receivable: _____
- 2 General Accounting: _____
- 3 Contract Accounting: Charlie S Support 9/14/23
- 4 Contract Administration: _____

Comments:

SUFFICIENT. Josh Kaulait 9/14/2023
⊕ Attach w/ Debarment + Suspension form prior to President
Myers's signature. One 9/14/23

Contracts and Grants Section / OMB
Document Review Check on Agreement for 2 NNC § 222(A) Action

(Fill in Spaces Highlighted Green that Apply)

Document Review No.: 164 (B) - 021281 Date of Review 9/7/2023

Division of Community Development (DCD)

Sponsor - Title of Program / Division

Agreement / Service Contract - Sec. 164(B) Review

A. K # / Object Code K2115195.6990 NN Fund B/U

B. Begin & End Date of Agreement: 3/3/2021 to 9/30/2024

C. Begin & End date of Grant Award, on K # at A. above. 3/11/2021 to 12/31/2026

D. **Explanation on purpose of Agreement:**

Sub recipient Agreement (SA) between the Navajo Nation and Dennehotso Chapter for Sub Award of American Rescue Plan Act (ARPA) Fiscal Recovery Funds (FRF) to purchase 550 HD 4WD, Chevrolet Diesel Engine pickup truck and gooseneck trailer.

E. Proposed Amt of Expense: K2115195.6990 - \$123,801.65

F. Date of FMIS JSI / Budget Balance K2115195.6990 - \$123,801.65

G. Proposed purchase allowed by SOW? Yes

H. Proposed purchase budgeted in grant award? Yes

I. **Comment on issues, concerns, etc. on document:**

SA between Navajo Nation and Dennehotso Chapter is from March 1, 2023 to September 30, 2024. Therefore, SA is barely being processed two (2) years six (6) months after commencement date. 2. N.N.C. § 222 Section (A) authorized Branch Chief to sign Agreements so services should not have begun. Per CJN-29-22, Dennehotso Chapter must ensure cost are incurred by September 30, 2024 and completed by expended by September 30, 2026. Document is ok to process.

J. Document is Sufficient or Insufficient: Sufficient

K. Review By / Date: [Signature] 9/7/23

Surname By / Date: [Signature] 9/7/23

Explain in memorandum significant points and issues/concerns noted in Section I above.

Job K2115195 US TREASURY-DENNEHOTSO TK TR P
Project

Cost Code	Cost Type	Description	L P M D E C U M	Original	Revised	Actual	Open Commit	Budget	% Revised	% Revised
				Budget Amt	Budget Amt	Amount	Amount	Balance	Spent	Remaining
1710	Program Revenue	6 B N		123,801.65-	123,801.65-			123,801.65-		1.00
1710	Program Revenue	6 T		123,801.65-	123,801.65-			123,801.65-		1.00
1705	CG Revenue	5 T		123,801.65-	123,801.65-			123,801.65-		1.00
1700	External C/G Revenue Sourc	4 T		123,801.65-	123,801.65-			123,801.65-		1.00
1000	Revenues	3 T		123,801.65-	123,801.65-			123,801.65-		1.00
6410	Vehicle R&M - External	6 B N		97,506.65	97,506.65			97,506.65		1.00
6410	Vehicle R&M - External	6 T		97,506.65	97,506.65			97,506.65		1.00
6400	Transportation	5 T		97,506.65	97,506.65			97,506.65		1.00
6000	Repairs & Maintenance	4 T		97,506.65	97,506.65			97,506.65		1.00
9050	Building	6 B N		26,295.00	26,295.00			26,295.00		1.00
9050	Building	6 T		26,295.00	26,295.00			26,295.00		1.00
9001	Real Property	5 T		26,295.00	26,295.00			26,295.00		1.00
9000	Capital Outlay	4 T		26,295.00	26,295.00			26,295.00		1.00
2000	Expenses	3 T		123,801.65	123,801.65			123,801.65		1.00

Paulene Thomas

From: Paulene Thomas
Sent: Tuesday, September 26, 2023 1:19 PM
To: Dominic Beyal - OMB; Cordell Shortey - OMB; Germaine Jones (gjones@omb.navajo-nsn.gov)
Cc: Tom Platero; Arnold Jake; Mel M. Rodis; Katherine Belzowski; Christine Chavez; Joseph Kaulaity; Robert Willie; Bidtah Becker; Patrick J. Sandoval; Peggy Nakai; Shaandiin Parrish; 'Sean McCabe'; Ryan Begay (rrbegay@nndcd.org)
Subject: RE: Memo - Universal Object Code for ARPA related SRAs

Good day OMB,

I will be sending back to OMB the following SRA binders in order to move the funds to object code 8780 in accordance with the memo issued by the Interim Controller. As agreed, the memo is sufficient and is included in the SRA binder/packet.

1. Doc No 020942, Pinon Chapter SRA
2. Doc No 021281, Dennehotso SRA

Please let me know if there are any questions with regard to the two SRA's. Thank you.

Paulene T Thomas
Senior Contract Analyst
NN Fiscal Recovery Fund Office
Telephone: (928) 309-0183
Website: <https://frf.navajo-nsn.gov/>

From: Sean McCabe <seanmccabe@nnooc.org>
Sent: Thursday, September 21, 2023 3:16 PM
To: Dominic Beyal - OMB <dbeyal@omb.navajo-nsn.gov>
Cc: Tom Platero <t.platero@navajo-nsn.gov>; Arnold Jake <arnoldjake@navajo-nsn.gov>; Mel M. Rodis <mrodis@nndoj.org>; Katherine Belzowski <kbelzowski@nndoj.org>; Christine Chavez <cchavez@nnooc.org>; Joseph Kaulaity <jkaulaity@nnooc.org>; Robert Willie <rwillie@nnooc.org>; Paulene Thomas <pthomas@navajo-nsn.gov>; Bidtah Becker <bn.becker@navajo-nsn.gov>; Patrick J. Sandoval <pj.sandoval@navajo-nsn.gov>; Cordell Shortey - OMB <cshortey@omb.navajo-nsn.gov>; Peggy Nakai <peggynakai@navajo-nsn.gov>; Shaandiin Parrish <sp.parrish@navajo-nsn.gov>
Subject: Memo - Universal Object Code for ARPA related SRAs
Importance: High

Good afternoon,

Please find the attached memo regarding the usage of one object code for ARPA related SRAs as discussed yesterday.

Please let us know if there are anything questions.

Sean McCabe CPA




DR. BUU NYGREN **PRESIDENT**

RICHELLE MONTOYA **VICE PRESIDENT**

The Navajo Nation | Yideeskáądi Nitsáhákees

Memorandum:

To: Dominic Beyal, Executive Director
Office of Management and Budget Executive Branch

From: Sean McCabe CPA, Interim Controller 
Office of the Controller

Date: September 21, 2023

Subject: Universal Object Coding for all ARPA related SRAs

In an effort to streamline the approval and reporting process for a Sub-Recipient Agreement ("SRA") of American Rescue Plan ("ARPA") funds we request that the Office of Management and Budget utilize one object code in the FMIS system when setting up for disbursement of funds. The code to be utilized for all ARPA SRAs to certified chapters enterprises and other entities should be:

8780 – Grants to Entities

At a meeting on September 20, 2023, with your office and others we agreed that the utilization of this code starting with the approval process of all ARPA related SRAs through disbursement of the funds would accomplish:

- A simplified and uniform process for sub-recipients to follow,
- Proper reflection of the purpose of the funds and to ensure the audit universe of disbursements through SRAs is captured properly in our general ledger,
- Simplifying the reporting process of the usage of ARPA funds through SRAs internally and to the Department of Treasury reporting portal.

The usage of this singular object code should apply only to ARPA related SRAs and not be construed to override any other coding of funds or processes, nor should it be applied to any other transactions that are not ARPA related SRAs. ARPA related distributions to chapters, enterprises or other entities that are not governed by an SRA shall follow the same process and object coding as before.

We also ask you to conduct budget transfers of any current ARPA related SRA projects already entered into FMIS to the object code identified above. We will work with the Fiscal Recovery Funds Office to help you identify those K accounts that need budget transfers and identify those projects going forward that are under SRAs, and that this memo should apply too.

Please use this memo as documentation providing an audit trail for each project under an ARPA related SRA.

Lastly, we request your assistance in developing a universal reporting tool that our office will take the lead on to develop a process to fulfill our sub-recipient monitoring compliance responsibilities under the Uniform Guidance. The compliance supplement for federal single audits states the Navajo Nation's sub-recipient monitoring responsibilities to be:

Evaluate Risk – Evaluate each subrecipient's risk of noncompliance for purposes of determining the appropriate subrecipient monitoring related to the subaward (2 CFR section 200.332(b)). This evaluation of risk may include consideration of such factors as the following:

1. The subrecipient's prior experience with the same or similar subawards.
2. The results of previous audits including whether or not the subrecipient receives single audit in accordance with 2 CFR Part 200, Subpart F, and the extent to which the same or similar subaward has been audited as a major program.
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a federal awarding agency).

Monitor – Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, complies with the terms and conditions of the subaward, and achieves performance goals (2 CFR sections 200.332(d) through (f)). In addition to procedures identified as necessary based upon the evaluation of subrecipient risk or specifically required by the terms and conditions of the award, subaward monitoring must include the following:

1. Reviewing financial and programmatic (performance and special reports) required by the PTE. Compliance Supplement 2022 3-M-1 April 2022 Compliance Requirements - Subrecipient Monitoring
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the PTE detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the federal award provided to the subrecipient from the PTE as required by 2 CFR section 200.521.

We will be in touch with your office as we begin to develop our procedures to fulfill the requirements mentioned above.

Thank you for your cooperation and please contact me at seanmccabe@nnooc.org with any questions.

CC:

Tom Platero, Director – Fiscal Recovery Fund Office

Cordell Shortey, Contracting Manager – Office of Management and Budget

Mel Rodis, Assistant AG – NN Department of Justice

Katherine Belzowski, Assistant AG – NN Department of Justice

Robert Willie, Accounting Manager – NN Office of the Controller

Chirstine Chavez, Contract Accounting Manager – NN Office of the Controller

Bidtah Becker, Lead Counsel – Office of the President and Vice-President

Patrick Sandoval, Chief of Staff – Office of the President and Vice-President

Honorable Members of the Budget and Finance Committee through Peggy Nakai

**SUBRECIPIENT AGREEMENT
 BETWEEN
 THE NAVAJO NATION AND DENNEHOTSO CHAPTER
 FOR
 SUBAWARD OF AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS
 FOR PURPOSES OF TRUCK and TRAILER PURCHASE**

Name of Subrecipient Dennehotso Chapter	Phone Number (928) 658-3300
Name and Title of Person Authorized to accept funding for the Subrecipient ("Designated Official") Larry Tuni, Chapter President	Designated Official's Email Address Larrytuni15@gmail.com
Subrecipient's Mailing Address PO Box 2301 Dennehotso, AZ 86535	
Subrecipient's Employer Identification Number 86-0726372	
Subrecipient's DUNS Number & Unique Entity Identifier ("UEI") Number	
Federal Awarding Agency; Assistance Listing Number & Title; Federal Award Date U.S. Department of Treasury; 21.027; May 27, 2021	
Expenditure Plan Title: 6.1: 550 Truck and Gooseneck Trailer	
Period of Performance See paragraph 5(b)	Amount of Subaward and Business Units \$123,801.65 K2115195.8785

This Subrecipient Agreement includes and incorporates:

1. Terms and Conditions;
2. Appendix A – Scope of Work
3. Appendix B – Budget
4. Appendix C – Disbursement Schedule
5. Appendix D – Expenditure Plan
6. Appendix E — Council Resolution Approving Expenditure Plan
7. Appendix F – Financial Assistance Agreement between Department of Treasury and The Navajo Nation
8. Appendix G - U.S. Department of Treasury Compliance and Reporting Guidance for SLFRF

A complete Subrecipient Agreement, including all Appendices, must be submitted prior to disbursement of the awarded Navajo Nation Fiscal Recovery Funds ("Subaward Funds").

Joe
100%. PAB

TERMS AND CONDITIONS

This Subrecipient Agreement (“Agreement”) is made and entered into by and between the Navajo Nation, hereinafter called the “NATION” and the “Name Chapter” hereinafter called the “SUBRECIPIENT.” Collectively, the NATION and the SUBRECIPIENT are the “PARTIES.”

WHEREAS, the U.S. Department of the Treasury (“Treasury”) has allocated to the NATION funding from the Coronavirus State and Local Fiscal Recovery Fund under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA”), for the limited purposes identified in the Interagency Agreement between Treasury and the NATION, identified as Appendix F, the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”) and other Treasury guidance in the form of Frequently Asked Questions, and the Compliance and Reporting Guidance for SLFRF (“Compliance and Reporting Guidance”), identified as Appendix G, all of which are incorporated herein by this reference.

WHEREAS, the ARPA authorizes the NATION to expend the Fiscal Recovery Funds (“FRF”) awarded to the NATION for the following eligible purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the PARTIES desire to enter into this Agreement so that the NATION may provide a subaward of FRF for appropriate and qualifying expenditures of FRF to execute projects or programs outlined in the Expenditure Plan approved by the NATION through Council Resolution CD-70-22 as specified in **Appendix D**.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the PARTIES agree as follows:

1. **Definitions.**

- a. “Disburse / Disbursement” is defined as when the Office of the Controller (“OOC”) issues a check or initiates the transfer of Funds into the SUBRECIPIENT’S account.
- b. “Expenditure Plan” is the SUBRECIPIENT’S Fiscal Recovery Funds Request Form and Expenditure Plan, with budget, and supporting documents, attached as **Appendix D**.
- c. To “Incur” costs means that the SUBRECIPIENT has obligated the Subaward Funds. FRF may be used only to cover costs incurred during the period beginning on March 3, 2021 and ending September 30, 2024.

- d. To “Obligate” funds means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the **SUBRECIPIENT** during the same or a future period.
- e. “Expend” is defined as when an expense is actually paid by the **SUBRECIPIENT**.

2. **Applicability of Subrecipient Agreement and Provisions.**

This Agreement, including all its Appendices, is intended to be the full and complete expression of, and shall constitute the entire agreement between the Parties. All prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, whether oral or written, are superseded and replaced by this Agreement.

3. **Authorized Representative and Administrative Oversight.**

- a. The **SUBRECIPIENT** shall work with the Division of Community Development (“Administrative Oversight”), and its Authorized Representative with respect to this Agreement.
- b. Each Party shall appoint an Authorized Representative who has the authority and requisite experience to manage all Agreement related matters. Notice of the appointed Authorized Representative shall be provided to each Party within five (5) calendar days of the execution of this Agreement. If either party changes its Authorized Representative or their scope of authority, they shall immediately notify the other Party pursuant to Article 12.
- c. The Administrative Oversight shall serve as the administrative oversight of this Agreement including the **SUBRECIPIENT**’s compliance with applicable federal and Navajo Nation laws, regulations, and policies; and financial reporting.

4. **Agreement Number.**

Contract number C-_____, as assigned by the Office of the Controller, shall cover this Agreement. Reference to this number shall be made on request for release of Subaward Funds submitted by the **SUBRECIPIENT** to the **NATION** for payment.

5. **Effective Date and Period of Performance.**

- a. This Agreement is effective upon execution by all the **PARTIES**.
- b. The period of performance shall begin on the Effective Date of this Agreement. The **SUBRECIPIENT** shall be required to incur costs, meaning to obligate funds by September 30, 2024, and expend funds by September 30, 2026 unless an earlier or later date is determined by the **NATION** through a resolution of the Navajo Nation Council or a Standing Committee of Council, and with written notice provided to the **SUBRECIPIENT**. The period of performance shall end upon the acceptance and approval by the Authorized Representative, the FRF Office, OMB, and OOC of the **SUBRECIPIENT**’s final financial close out report and performance report.

6. **Amount and Payment of Subaward.**

- a. The **NATION** agrees to allocate and disburse the Subaward Funds to the **SUBRECIPIENT**

for purposes specified in the **Appendix A— Scope of Work** by paying a sum not to exceed \$123,801.65 (“Subaward Funds”), per **Appendix B – Budget**.

- b. Payments of the Subaward Funds shall be made in installments according to the Disbursement Schedule in **Appendix C** to this Agreement, which shall be subject to approval by the FRF Office in consultation with OOC and the Administrative Oversight. The **NATION** may withhold or delay disbursements if the **NATION** determines that the **SUBRECIPIENT** has failed to comply with its obligations under this Agreement. This determination shall be made by the FRF Office in consultation with OOC and the Administrative Oversight. The **SUBRECIPIENT** must provide documentation that it has obligated or expended 75% of its prior disbursement installment before OOC will release the next disbursement installment. If the **SUBRECIPIENT** expends 75% of its disbursement installment prior to the end of a twelve-month period, the **SUBRECIPIENT** may request to the FRF Office, the Administrative Oversight, and OOC that OOC release the next disbursement installment prior to the end of that twelve-month period.
- c. No payment of Subaward Funds shall be made unless and until approved by the FRF Office, the Administrative Oversight, and OOC. The **NATION**'s approval of payments of Subaward Funds shall be based on the **SUBRECIPIENT**'s actual costs and achievement of project milestones in accordance with the Disbursement Schedule. The **NATION** may request that the **SUBRECIPIENT** provide supporting documentation of actual costs, including but not limited to work orders, contracts, purchase orders, invoices, and receiving records.
- d. The **SUBRECIPIENT** shall work with the Accounts Payable Section of OOC to set up ACH (Automated Clearing House) electronic fund transfers, and shall provide OOC with an updated W-9 form on an annual basis.

7. **Use and Return of Funds.**

- a. FRF comprising the Subaward Funds, may only be used pursuant to Section 9901 of the ARPA and all the rules, regulations, and guidance implementing Section 9901 of the ARPA that are applicable to Tribal governments and their subrecipients. The use of FRF must also comply with all applicable Navajo Nation laws.
- b. The **SUBRECIPIENT** affirms and agrees that it shall only incur costs under the Subaward and expend Subaward Funds for the purposes outlined in **Appendix A – Scope of Work**.
- c. If any portion of Subaward Funds remain unexpended on September 30, 2026, unless an earlier or later date is determined by the **NATION** through a resolution of the Navajo Nation Council or a Standing Committee of Council, **SUBRECIPIENT** shall immediately return such portion of the Subaward Funds to the **NATION**. Upon the termination of this Agreement, the **SUBRECIPIENT** may be required to immediately return the unexpended portion of the Subaward Funds to the **NATION**.
- d. Where the **NATION** determines the **SUBRECIPIENT** expended Subaward Funds in violation of this Agreement or any applicable laws and regulations, the **SUBRECIPIENT** shall immediately return such portion of the Subaward Funds the **NATION** determined were improperly expended.

- e. If the **SUBRECIPIENT** fails to return such Subaward Funds to the **NATION** when due, the **SUBRECIPIENT** will incur a delinquent accounts receivable debt, due and owing to the **NATION**. Further, the **NATION** may offset any future payments due to the **SUBRECIPIENT** by the amount owed, and may pursue all other available legal action against the **SUBRECIPIENT**.

8. **Pre-Agreement Costs.**

Costs incurred before the finalization of this Agreement that are within the scope of work of the Agreement and that the **NATION** deems reasonable, allowable, and allocable to performance of the Agreement may be paid under this Agreement. This determination shall be made by the FRF Office in consultation with the Administrative Oversight and OOC. All pre-Agreement costs shall be subject to the terms of this Agreement as if such Agreement were in effect when the costs were incurred.

9. **Contingency Reserve.**

If the scope of work of this Agreement involves construction, the **SUBRECIPIENT** may, but shall not be required to, include a portion of the Subaward as a contingency reserve to cover cost overruns due to the inflationary costs of building materials and labor or other construction contingencies. In the event of a cost overrun due to construction contingencies, the **SUBRECIPIENT** shall first exhaust its own internal funding sources, and then may notify the Authorized Representative and Administrative Oversight of its need to access funds from the Navajo Nation Construction Contingencies Expenditure Plan approved in section 13 of Council Resolution CJN-29-22 which are subject to an administrative approval process. If the contingency cannot be funded through the Construction Contingencies Expenditure Plan, the Administrative Oversight may choose to seek approval of a supplemental appropriation of funds through a resolution approved by the Navajo Nation Council.

10. **Administrative Costs.**

The **NATION** shall allow the **SUBRECIPIENT** to budget and expend two percent (2%) of the total Subaward for administrative costs. The **SUBRECIPIENT** may use funds for administering the **SUBRECIPIENT**'s FRF projects and programs under the approved Expenditure Plan, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. The **SUBRECIPIENT** is permitted to charge both direct and indirect costs as administrative costs. If the total Subaward is not fully expended within the terms of the Agreement, the **SUBRECIPIENT** shall be required to immediately return to the **NATION** the remaining balance of the Subaward Funds, and an additional amount to include the 2% for administrative costs of the balance of the Subaward Funds, even if the **SUBRECIPIENT** fully expended the administration funds.

11. **Availability of Funds.**

The liability of the **NATION** under this Agreement is contingent upon the availability of funds pursuant to 2 N.N.C. §§ 223(A) and (B).

12. **Contact Information; Notice.**

Copies of all correspondence, reports, and notices under this Agreement shall be furnished to the

Authorized Representative, with a copy to the FRF Office, OOC and Office of Management and Budget (“OMB”) Contracts and Grants Section.

13. Reporting Requirements.

- a. The **SUBRECIPIENT** shall adhere to the following reporting requirements and provide the documentation requested on a monthly basis, unless specified otherwise, to the Administrative Oversight, with a copy to the FRF Office, OOC, and OMB, within ten (10) calendar days following the end of the month.
- b. The **NATION** requires the monthly reporting requirements listed below from the **SUBRECIPIENT**:
 - i. A detailed report that compares budgeted expenditures to actual expenditures for costs incurred;
 - ii. Completion of the OMB Program Performance Criteria Form;
 - iii. A narrative report providing monthly project assessment, including a summary of project activities, accomplishments with dates, impediments encountered, and impediments forecasted with planned responses;
 - iv. A listing of all property purchased with the Subaward Funds costing \$5,000 or more with an expected useful life of more than one year, such as buildings, vehicles, machinery, and equipment; and
 - v. Other data, records, information, and maps related to the progress of the project, that document changes made to the project since the previous monthly report.
- c. The FRF Office, in consultation with OOC and the Administrative Oversight performed a risk assessment on the **SUBRECIPIENT**. The **SUBRECIPIENT** was determined to be low risk. The risk assessment included consideration of such factors as: the **NATION**'s evaluation of the **SUPRECIPIENT**'s past performance in the context of other subawards, grants, contracts, or other transactions and business opportunities; the **SUBRECIPIENT**'s prior experience with similar subawards; the results of previous audits and whether the **SUBRECIPIENT** receives a Single Audit; whether the **SUBRECIPIENT** has new personnel or new or substantially changed systems; and the extent and results of federal funding agency monitoring. The **NATION** may repeat its risk assessment evaluation of the **SUBRECIPIENT** at any time during the term of this Agreement. Additional considerations may include the **SUBRECIPIENT**'s compliance or noncompliance with reporting requirements and other terms and conditions of this Agreement.
- d. Depending on the **NATION**'s assessment of risk posed by the **SUBRECIPIENT**, the **NATION** may impose additional monitoring tools to ensure the **SUBRECIPIENT**'s accountability and compliance with Subaward requirements and achievement of performance goals. This could include the **NATION**: providing the **SUBRECIPIENT** with training and technical assistance on program-related matters; performing on-site reviews of the **SUBRECIPIENT**'s program operations; and imposing additional reporting requirements and other compliance monitoring procedures.
- e. If the FRF Office, in consultation with OOC and the Administrative Oversight, determines that the **SUBRECIPIENT** poses a moderate or high risk for noncompliance with federal laws, regulations, and the terms and conditions of this Agreement the **NATION** may require the

following additional reporting:

- i. a detailed line-item expenditure report, with General Ledger detail, for the month reported;
 - ii. supporting documentation for any individual expenditure greater than twenty-five thousand dollars (\$25,000) incurred during the month reported; and
 - iii. a reconciliation of the Subaward Funds, starting with the beginning balance, cash received, disbursements to date, program income (if applicable), and ending balance.
- f. The **SUBRECIPIENT** may be required to attend a training on the eligible uses of the Subaward Funds based on past experience with managing federal awards programs or on the **NATION'S** risk assessment of the **SUBRECIPIENT**.
- g. If the **SUBRECIPIENT** fails to timely submit such required reports or if the **SUBRECIPIENT'S** reports show lack of progress and/or low expenditure, it shall be in default under this Agreement. The **NATION** shall not disburse any Subaward Funds until the required reports are submitted.
- h. The **SUBRECIPIENT** shall submit a final financial closeout report providing a final accounting of the uses of the Subaward Funds, which should be supported by documentation, including but not limited to receipts, invoices, contracts, listing of all property purchased with the Subaward Funds costing \$5,000 or more with an expected useful life of more than one year, and payroll records. This final report must be submitted the earlier of forty-five (45) days after September 30, 2026 unless an earlier or later date is determined by the **NATION** through a resolution of the Navajo Nation Council or a Standing Committee of Council or thirty (30) days after the completion of all projects within the scope of work of this Agreement. If, however, this Agreement is terminated, the final financial closeout report is due thirty (30) days after termination of the Agreement. If the Subaward Funds are being disbursed on a reimbursement basis according to the disbursement schedule attached as Appendix C, the **NATION** shall not release the final disbursement of Subaward Funds until the final financial closeout report is submitted to Administrative Oversight, the FRF Office, OOC, and OMB, and is reviewed and approved by OOC. If the **SUBRECIPIENT** fails to timely submit a final financial closeout report, it shall be in default on this Agreement and shall return the Subaward Funds in full to the **NATION** within fifteen (15) days following the reporting deadline. The **SUBRECIPIENT** shall be required to return these Subaward Funds without first receiving Notices of Default or Termination from the **NATION**.
- i. The **SUBRECIPIENT** shall keep detailed and accurate records of all expenditures and receipts related to this Agreement, and shall provide the **NATION** with any reporting summarizing actual expenditures, as requested by the FRF Office, OOC, or the Administrative Oversight, including but not limited to:
- i. Inventory listing of all property purchased with the Subaward Funds costing \$5,000 or more with an expected useful life of more than one year;
 - ii. Documentation that the costs incurred were fair and reasonable;
 - iii. Payroll records;
 - iv. General ledger;
 - v. Cash disbursements journal;

- vi. Contracts and purchase orders with contractors and vendors;
 - vii. Vendor invoices;
 - viii. Expenditure reports; and
 - ix. Debt agreements.
- j. The **SUBRECIPIENT** shall also assist the Administrative Oversight to prepare and present quarterly reports to its legislative oversight committee of the Navajo Nation Council in accordance with the requirement in Section 15 of CJN-29-22.
- k. All financial reporting and record keeping requirements shall survive the expiration and termination of this Agreement.

14. Single Audit.

- a. The Single Audit Act applies to the expenditure of Navajo Nation Fiscal Recovery Funds. **SUBRECIPIENT** shall have a Single Audit performed by an independent external auditor if it expends Seven Hundred and Fifty Thousand (\$750,000) or more dollars of federal funds in one fiscal year.
- b. **SUBRECIPIENT** can use the two (2%) percent administrative cost allocated in Section 10 of this Agreement to pay for the Single Audit.

15. The Nation's Right to Inspect Places of Business and to Inspect and Audit Books and Records.

- a. The **SUBRECIPIENT** agrees that the **NATION** may, at reasonable times, inspect the part of the plant or place of business and the project worksites of the **SUBRECIPIENT** that are related to the performance of this Agreement; and the **SUBRECIPIENT** further agrees that the **NATION** and its auditors, may at reasonable times and places, inspect and audit the **SUBRECIPIENT** books and records to the extent that such books and records relate to the performance of this Agreement. The **SUBRECIPIENT** shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years after all Subaward Funds have been expended by the **SUBRECIPIENT** or returned to the **NATION**, or from the date of final payment under this Agreement, whichever is later.
- b. Further, the **SUBRECIPIENT** agrees to include in any Subcontractor agreement related to this Agreement, provisions that the Subcontractor agrees (i) that the **NATION** may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Agreement; (ii) that the **NATION** may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Agreement; and (iii) that the Subcontractor shall maintain its books and records related to the performance of this Agreement for at least five (5) years from the date of the **SUBRECIPIENT** final payment under this Agreement.

16. Reserved.

17. Evaluation and On-Site Inspection.

- a. **Progress Inspections.** The Administrative Oversight and the FRF Office will conduct periodic

on-site monitoring to ensure efficient completion of the work.

- b. Final Inspections. Within ten (10) calendar days after completion of the project, the **SUBRECIPIENT** shall notify the Administrative Oversight and the FRF Office, in writing, of completion of the work. The **SUBRECIPIENT** and the Administrative Oversight and the FRF Office shall perform a final inspection no later than fifteen (15) days from the date the Administrative Oversight and the FRF Office receive the completion notice.

18. Assignment.

- a. The **SUBRECIPIENT** shall not assign or otherwise transfer its rights, nor delegate any of its obligations, under this Agreement without prior written approval from the **NATION**. This Agreement is for the exclusive benefit of the **SUBRECIPIENT** and the **NATION**, and not for the benefit of any third party, including without limitation, any owner, partner, board member, employee, or volunteer of the **SUBRECIPIENT**.
- b. The **SUBRECIPIENT** shall not use Subaward Funds to grant subawards to other entities.
- c. The **SUBRECIPIENT** shall not pledge nor otherwise assign any monies due under this Agreement or any claim arising thereunder, to any party or parties, bank, trust company or other financial institutions.
- d. The **SUBRECIPIENT** shall immediately provide written notification to the **NATION** of any changes in the **SUBRECIPIENT'S** size or structure that would affect the **SUBRECIPIENT'S** eligibility for or ability to manage the Subaward Funds; any circumstances preventing expenditure of Subaward Funds by the **SUBRECIPIENT** for the purposes described in this Agreement; or any expenditure using Subaward Funds made for any purpose other than those for which the Agreement is intended.

19. False Statements by Subrecipient.

By acceptance of this Agreement, the **SUBRECIPIENT** makes all the statements, representations, warranties, guarantees, certifications, and affirmations contained herein. If any of the statements, representations, warranties, guarantees, certifications, and affirmations are false or if the **SUBRECIPIENT** in any other way executes the Agreement including false statements, or it is subsequently determined that the **SUBRECIPIENT** has violated any of the statements, representations, warranties, guarantees, certifications, or affirmations included in this Agreement, the **NATION** may consider such an act a default under this Agreement and may terminate or void this Agreement for cause and pursue other remedies available to the **NATION** under this Agreement and all applicable laws.

20. Conflicts of Interest.

- a. Each **PARTY** warrants that there was no improper influence involved in the granting of the Subaward to the **SUBRECIPIENT**, and each **PARTY** further warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each **PARTY** agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

- b. The officials and employees of the **PARTIES** shall not have any personal economic interest or special interest, direct or indirect, which gives rise to a conflict of interest or would otherwise violate the Navajo Nation Ethics in Government Law, 2 N.N.C. §§3741 *et. seq.*, with respect to this Agreement. The **SUBRECIPIENT** shall disclose in writing to the **NATION** any potential conflict of interest, as defined in the Ethics in Government Law, affecting the Subaward Funds. The **NATION** will review all disclosed potential conflicts of interest and may terminate this Agreement according to Article 28 of this Agreement.
- c. The **SUBRECIPIENT** understands and agrees it will maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such policy is applicable to each activity funded under this Subaward. The **SUBRECIPIENT** shall disclose in writing to the **NATION** any potential conflict of interest affecting the Subaward Funds in accordance with 2 C.F.R. § 200.112. The **SUBRECIPIENT** will establish safeguards to prohibit its officers, agents, employees, and members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, self-dealing, or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The **SUBRECIPIENT** will operate with complete independence and objectivity without potential, actual, or apparent conflict of interest with respect to its performance under this Agreement.

21. **Fraud, Waste, and Abuse.**

- a. The **SUBRECIPIENT** understands that the **NATION** will not tolerate any type of fraud, waste, abuse, or misuse (“misuse”) of Subaward Funds received from the **NATION**. The **SUBRECIPIENT** understands and agrees that misuse of Subaward Funds shall be considered an act of default under this Agreement as grounds for the **NATION** to terminate this Agreement, and may further result in a range of penalties, including suspension of current and future funds; ineligibility for, suspension, or debarment from Navajo Nation contract opportunities; recoupment and offset of monies provided under an award; and civil and/or criminal penalties. In the event the **SUBRECIPIENT** becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the **NATION** or made against the **SUBRECIPIENT**, the **SUBRECIPIENT** shall immediately notify the **NATION** of said allegation or finding and continue to inform the **NATION** of the status of any on-going investigations into the allegations or steps being taken to remedy the finding.
- b. In accordance with 41 U.S.C. § 4712, the **SUBRECIPIENT** shall provide protections for whistleblowers. The **SUBRECIPIENT** shall not discharge, demote, or discriminate against an employee in reprisal for disclosing to the **SUBRECIPIENT**, the **NATION**, or relevant federal authorities, evidence of gross mismanagement or waste of the Subaward, an abuse of authority relating to the Subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the Subaward.

22. **Taxes.**

The **SUBRECIPIENT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations as amended from time to time. The **SUBRECIPIENT’S** contractor is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial

jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To’Nanees’Dizi Local Government (“Tuba City Chapter”) or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **SUBRECIPIENT’S** contractor is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.* The **SUBRECIPIENT’S** contractor is solely responsible for the payment of all applicable taxes related to this Agreement, and the **NATION** is not responsible for withholding or paying any income taxes, Federal Insurance Contributions Act (FICA) taxes, unemployment taxes, or any other taxes, from any payments owed to the **SUBRECIPIENT’S** contractor, nor shall the **NATION** be responsible for remitting the **SUBRECIPIENT’S** contractor share of employment taxes to the federal or any state governments.

23. Insurance Coverage.

The **SUBRECIPIENT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (“RMP”). The **SUBRECIPIENT** shall provide its Verification of Insurance indicating they are in good standing with the Nation’s insurance. The **SUBRECIPIENT** shall notify the Administrative Oversight, the FRF Office and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five (5) days of any change in the insurance policy. Failure to fully comply with this provision shall render this Agreement voidable by the **NATION** discretion.

24. Modifications.

- a. The **NATION** and the **SUBRECIPIENT** may agree to modify the Agreement. Such modifications include, but are not limited to, modifying the Scope of Work, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost item or category, de-obligating awarded funds, or changing the **SUBRECIPIENT’S** Authorized Representative. The terms of any such modifications must be made in writing, and must be signed by both the **SUBRECIPIENT** and the **NATION** to take effect.
- b. Modifications must adhere to the requirements of Council Resolution CJN-29-22 and the Fiscal Recovery Fund Procedures set forth in the Budget and Finance Committee Resolution BFS-31-21. All modifications shall require review by the Department of Justice (“DOJ”) for an initial eligibility determination and a determination of whether legislative approval of the modification is required. Certain modifications may require approval by the Navajo Nation Council or Committees of Council. For any modification that includes a modification of the Project’s budget, a Budget Revision Request form, shall be completed by the **SUBRECIPIENT** and submitted first to the Authorized Representative and the FRF Office for review and then forwarded to DOJ for review and the OMB for approval.

25. Remedies for Non-Compliance.

- a. If the **NATION** determines that the **SUBRECIPIENT** materially fails to comply with any term of this Agreement, whether stated in a federal or Navajo Nation statute, regulation, an assurance, legislation, a notice of award, or any other applicable requirement, the **NATION** will issue a Notice of Failure to Comply, of Suspension, or of Termination, and may take action, in

its sole discretion, including but not limited to:

- i. Changing the NATION's risk assessment of the SUBRECIPIENT and requiring additional and more stringent reporting from the SUBRECIPIENT;
 - ii. Placing liens on the SUBRECIPIENT's assets purchased with the Subaward Funds;
 - iii. Temporarily withholding disbursements of Subaward Funds pending correction of the deficiency;
 - iv. Disallowing or denying use of Subaward Funds for all or part of the cost of the activity or action not in compliance;
 - v. Disallowing claims for reimbursement;
 - vi. Wholly or partially suspending this Agreement;
 - vii. Requiring return of previous disbursements of Subaward Funds;
 - viii. Prohibiting the SUBRECIPIENT from applying for or receiving additional funds for other programs administered by the Navajo Nation until repayment to the NATION is made and any other compliance or audit finding is satisfactorily resolved;
 - ix. Reducing the amount of the Subaward from the NATION;
 - x. Imposing a Corrective Action Plan;
 - xi. Withholding disbursements of future awards from the NATION, and deeming the SUBRECIPIENT to be ineligible for future business opportunities with the NATION, including but not limited to: awards; contracts; grants; leases; rights of way; licenses; loans, permits;
 - xii. Offsetting future awards and payments to the SUBRECIPIENT;
 - xiii. Terminating this Agreement; or
 - xiv. Taking other enforcement action or remedies, including imposing sanctions without first requiring a Corrective Action Plan, or pursuing other legal remedies.
- b. The SUBRECIPIENT'S costs resulting from obligations incurred during a suspension or after termination of this Agreement will not be allowable unless the NATION expressly authorizes such costs in the Notice of Failure to Comply, of Suspension, or of Termination. Absent such express authorization, the SUBRECIPIENT shall return that portion of the Subaward Funds to the NATION.

26. Non-Waiver.

No failure on the part of the NATION to act, and no delay in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial act or exercise by the NATION of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the NATION at law or in equity.

27. Expiration or Termination of the Agreement.

- a. The NATION may, at its sole discretion, terminate this Agreement for cause or convenience, without recourse, liability, or penalty against the NATION, upon Written Notice to the SUBRECIPIENT, without further notice to or opportunity to cure by the SUBRECIPIENT. Such notification of termination will be effective on the date of the notification, if no other effective date is specified in the Notice of Termination;

- b. The **NATION** and the **SUBRECIPIENT** may mutually agree to terminate this Agreement. The **NATION** in its sole discretion will determine if, as part of the agreed termination, the **SUBRECIPIENT** is required to return any or all of the disbursed Subaward Funds within ten (10) business days of termination. This determination and its terms shall be communicated in writing to the **SUBRECIPIENT**;
- c. Termination is not an exclusive remedy for the **NATION**, but will be in addition to any other rights and remedies provided in equity, at law, or under this Agreement. Following termination by the **NATION**, the **SUBRECIPIENT** shall continue to be obligated to the **NATION** for an accounting of and the return of Subaward Funds in accordance with applicable provisions of this Agreement. In the event of termination under this Section, the **NATION's** obligation to reimburse the **SUBRECIPIENT** is limited to allowable costs incurred and paid by the **SUBRECIPIENT** prior to the effective date of termination, and any costs determined by the **NATION** in its sole discretion to be allowable, reasonable, and necessary for cost-effective wind up of the allocation.
- d. Termination of this Agreement for any reason, or expiration of this Agreement shall not release the **PARTIES** from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration. The rights and obligations pertaining to the allocation, close-out, cooperation, and provision of additional information, return of funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

28. 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, 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 **SUBRECIPIENT** shall return any Grant Project Funds that are not Spent or Encumbered to the **NATION** pursuant to Section 7 of this Agreement.

29. Applicable Law and Jurisdiction.

- a. The **SUBRECIPIENT** shall comply with all Navajo Nation laws. Failure to comply with Navajo Nation law shall be an act of default, and grounds for termination of this Agreement by the **NATION**. The **SUBRECIPIENT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
- b. This Agreement will be governed in all respects by the laws of the **NATION**, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with this Agreement may only be instituted and maintained in a Navajo Nation court.

30. Force Majeure.

Neither the **SUBRECIPIENT**, nor the **NATION** shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, or natural disaster. For the purposes of this Agreement, COVID-19 shall not be considered a force majeure. The **SUBRECIPIENT** 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 or acts of God, or will otherwise waive this right as a defense.

31. No Obligation by Federal Government.

The **PARTIES** acknowledge and agree that the federal government is not a Party to this Agreement and is not subject to any obligations or liabilities to either Party, any third Party, or any subcontractor pertaining to any matter related to this Agreement.

32. Compliance with Federal Laws, Regulations, and Executive Orders.

- a. The **SUBRECIPIENT** will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives, which may include but shall not be limited to: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; Procurement Standards in 2 C.F.R. Part 200 Subpart D; and applicable legal requirements cited in 2 C.F.R. Part 200 Appendix II and the **NATION's** Financial Assistance Agreement with Treasury attached as Appendix F.
- b. The **SUBRECIPIENT** shall comply with all federal requirements in the ARPA; the Financial Assistance Agreement between Treasury and the **NATION**, identified as Appendix F; the CSLFRF Final Rule and other Treasury guidance in the form of Frequently Asked Questions; and the CSLFRF Compliance and Reporting Guidance, identified as Appendix G.
- c. For capital projects and infrastructure projects in excess of \$10 million, the **SUBRECIPIENT** will need to provide documentation of compliance with applicable wage and labor standards.
- d. Any publications produced with funds from this Subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number 21.027 awarded to the Navajo Nation by the U.S. Department of the Treasury."

33. Certification Regarding Lobbying (2 CFR 200.450).

By signing this Agreement, the Authorized Representative certifies, to the best of his/her knowledge and belief, that no federally appropriated funds have been or will be paid, by or on behalf of the **SUBRECIPIENT**, to any person or entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than federally appropriated funds have been paid or will be paid to any person or

entity for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the **SUBRECIPIENT** shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, to the **NATION**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

34. No Agency or Employment Relationship.

In its performance of work pursuant to this Agreement, the **SUBRECIPIENT**, unless it is a Navajo Nation Chapter or Township, shall be an independent entity from the **NATION**. The **SUBRECIPIENT** shall not be considered an employee or agent of the **NATION**. Nothing in this Agreement shall be construed to create any agency or employment relationship between the **SUBRECIPIENT** or any of its employees and the **NATION**. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, whether express or implied, on behalf of the other Party. Nothing in this Agreement shall be construed to create any agency or employment relation between the **PARTIES**, and the **SUBRECIPIENT** is free to make its services available to third parties. The **SUBRECIPIENT** is not eligible to participate in, nor eligible for coverage under, any **NATION** employee benefit plan or offering.

35. Indemnification.

Except where the **SUBRECIPIENT** is another Navajo Nation Governmental Entity, such as a Chapter or Township, the **SUBRECIPIENT** 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 (collectively, "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.*

36. Rights of Other Parties.

Nothing in this Agreement shall be interpreted to create any rights in any third party that is not an entity or subdivision of the Navajo Nation government.

37. Conflicting and Additional Terms.

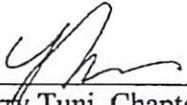
All additional terms and conditions of the **SUBRECIPIENT** are attached hereto and incorporated into this Agreement, provided however that in the event of any conflict between these Terms and Conditions and any additional terms and conditions offered by the **SUBRECIPIENT**, these Terms and Conditions shall control and govern. Any additional terms and conditions not attached to this Agreement shall have no force or effect.

38. Severability.

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

IN WITNESS WHEREOF, we the undersigned hereby execute this Agreement:

For the SUBRECIPIENT:

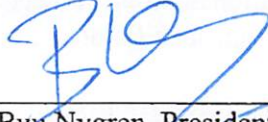


Larry Tuni, Chapter President
Dennehotso Chapter
P.O. Box 2301
Dennehotso, AZ 86535

9/26/23

Date

For THE NAVAJO NATION:



Buu Nygren, President
The Navajo Nation
Window Rock, AZ 86515

OCT 11 2023

Date

Appendix A

Scope of Work

**DENNIEHOTSO CHAPTER SCOPE OF WORK
EQUIPMENT PROJECT, 550 PICKUP TRUCK / GOOSE NECK TRAILER**

PROJECT SCOPE OF WORK:

Dennehotso Chapter Government Equipment project includes the purchase of 550 HD 4WD, Chevrolet Diesel Engine pickup truck and gooseneck 30ft 20000b GVWR Flatbed Dovetail Hauling trailer. Trailer will be used to transport our, already purchased and on chapter site, CATERPILLAR 416-07 4EC and 2012 Kabota backhoe, which is already purchased and on chapter site. The 550 HD Truck and Gooseneck will help transport the CAT and Kabota to locations where work is needed. This will include long distance locations within the community to work on roads that was washed out or when sand blows dirt on residents' roads, driveways and burials for community members. The truck and trailer will benefit families with community members who were affected by COVID-19 pandemic. That includes struggling families who need assistance with burials digging, road fixtures, irrigation for farming and flooding.

Once funding is received, the purchase off the 550 Chevy pickup truck and gooseneck will be made immediately. Once items have been purchased, the insurance will be covered by The Navajo Nation Risk Management and it will be included in out inventory listing for the Chapter.

It will be stored in warehouse on the chapter premises when not in use. Use of the truck and gooseneck are only to be used for chapter and community affairs. A work log, maintenance log and mileage log will be logged for each time used. Fuel log for truck will also be created for each time fuel is replaced. Log will be kept in vehicle at all times. Insurance card will be kept in vehicle at all times. In order to use vehicle, staff need to have their Navajo Nation Operations Permit, which is disbursed by The Navajo Nation Transportation.

Period of Work:

Once funds are disbursed into Chapter account, immediate purchase of 550 pick-up truck and gooseneck. The project will be completed within 3 months of date disbursed.



Appendix B

BUDGET

FY 2023

**THE NAVAJO NATION
PROGRAM BUDGET SUMMARY**

Page 1 of 1
BUDGET FORM 1

PART I Business Unit No.: <u>K2115195</u>		Program Title: <u>Dennahotso Truck & Trailer Purchase</u>		Division/Branch: <u>Community Development</u>				
Prepared By: <u>Shayla Draper</u>		Phone No.: <u>928-871-6099</u>		Email Address: <u>sdraper@nndcd.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 CAP-13-23	2023/2024	123,801.65	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				0.00
				7000 Special Transactions				0.00
				8000 Public Assistance	6	123,802	123,802	0.00
				9000 Capital Outlay				0.00
				9500 Matching Funds				0.00
				9500 Indirect Cost				0.00
				TOTAL		\$123,801.65	123,801.65	0.00
				PART IV. POSITIONS AND VEHICLES		(D)	(E)	
				Total # of Positions Budgeted:				
				Total # of Vehicles Budgeted:				
TOTAL:						\$123,801.65		100%
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.								
SUBMITTED BY: <u>Dwayne Waseta, Department Manager</u>				APPROVED BY: <u>Calvin Castillo, Executive Director</u>				
Program Manager's Printed Name				Division Director / Branch Chief's Printed Name				
								
Program Manager's Signature and Date				Division Director / Branch Chief's Signature and Date <u>8/16/23</u>				

THE NAVAJO NATION
PROGRAM PERFORMANCE MEASURES

PART I. PROGRAM INFORMATION:

Business Unit No.: K2115195

Program Name/Title: _____

Dennehotso Truck & Trailer Purchase

PART II. PROGRAM PERFORMANCE CRITERIA:

1st QTR	2nd QTR	3rd QTR	4th QTR
Goal	Goal	Goal	Goal

1. Program Performance Measure:

Encumber and Expend with 24 mo. Distribution deadline

_____	_____	_____	_____
-------	-------	-------	-------

2. Program Performance Measure:

_____	_____	_____	_____
-------	-------	-------	-------

3. Program Performance Measure:

_____	_____	_____	_____
-------	-------	-------	-------

4. Program Performance Measure:


_____	_____	_____	_____
-------	-------	-------	-------

5. Program Performance Measure:


_____	_____	_____	_____
-------	-------	-------	-------

PART III. CONCURRENCE/APPROVAL:

Dwayne Waseta, Department Manager
Program Manager's Printed Name


Program Manager's Signature and Date

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

 5/16/23
Division Director/Branch Chief's Signature and Date

FY 2023

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

Page of
BUDGET FORM 1

PART I. Business Unit No.: <u>New</u>		Program Title: <u>Deanehotso Chapter Truck and Trailer</u>		Division/Branch: <u>Division of Community Development/ Execut</u>				
Prepared By: <u>Maricelyn Smith-Williams</u>		Phone No.: <u>928-658-3301</u>		Email Address: <u>msmith-williams@nnchapters.org</u>				
PART II. FUNDING SOURCE(S)	Fiscal Year /Item	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
ARPA	1/1/23-12/31/26	123,801.65	100%	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	123,801.65	123,802
				7000 Special Transactions				
				8000 Public Assistance				
				9000 Capital Outlay				
				9500 Matching Funds				
				9500 Indirect Cost				
TOTAL						\$0.00	123,801.65	123,801.65
PART IV. POSITIONS AND VEHICLES						(D)	(E)	
Total # of Positions Budgeted:						0	0	
Total # of Vehicles Budgeted:						0	0	
TOTAL:		\$123,801.65	100%					
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.								
SUBMITTED BY: <u>Maricelyn Smith-Williams</u>			APPROVED BY: <u>Dr. Yellowman</u>					
Program Manager's Printed Name			Division Director / Branch Chief's Printed Name					
<u>Maricelyn Smith-Williams</u>			<u>Dr. Yellowman 12.6.22</u>					
Program Manager's Signature and Date			Division Director / Branch Chief's Signature and Date					

THE NAVAJO NATION
 DETAILED BUDGET AND JUSTIFICATION

BUDGET FORM 4

PART I. PROGRAM INFORMATION:			
Program Name/Title: <u>Denzohotso Truck & Trailer Purchase</u>		Business Unit No.: <u>K2115185</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)
6990	6990 Subcontracted Services Subcontracted Services Subrecipient Agreement to Denzohotso Chapter for expected Truck & Trailer Purchase	123,802.65	123,802.65
TOTAL		123,802	123,802

FY 2023

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

Page ___ of ___
BUDGET FORM 2

PART I. PROGRAM INFORMATION:									
Business Unit No.: <u> </u> <u>New</u>			Program Name/Title: <u>Dennehotso Chapter</u>			<u>Truck and Trailer</u>			
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:									
PART III. PROGRAM PERFORMANCE CRITERIA:									
		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement: <u>Purchase of 550 Pickup truck and Goose neck to assist in Dennehotso Chapter boundaries</u>									
Program Performance Measure/Objective: <u>To hand back hoe tractor for burial and road assistance</u>		50		50		50		50	
2. Goal Statement:									
Program Performance Measure/Objective:									
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.									
<u>Maribelyn Smith-Williams</u> Program Manager's Printed Name					<u>Dr. Yellowman</u> Division Director/Branch Chief's Printed Name				
<u>M. Smith-Williams</u> Program Manager's Signature and Date					<u>[Signature] 12.6.22</u> Division Director/Branch Chief's Signature and Date				

FY 2023

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

Page ___ of ___
BUDGET FORM 4

PART I. PROGRAM INFORMATION:			
Program Name/Title: <u>Dennchoiso Chapter</u>		<u>Truck and trailer</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)
6500	Contractual Service to purchase a 650 pickup truck along with Goose neck to haul back hoe for road fixtures and burial assistant	123,601	123,601
TOTAL		123,601	123,601

**THE NAVAJO NATION
PROJECT BUDGET SCHEDULE**

PART I. Business Unit No.: <u>NEW</u> Project Title: <u>Dennehoiso Chapter</u> Project Description: <u>550 Truck and Trailer</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												PART II. Project Information Project Type: <u>Truck / Trailer</u> Planned Start Date: <u>1/1/2023</u> Planned End Date: <u>12/31/2026</u> Project Manager: <u>Marilyn Smith-Williams</u>																						
PART III. List Project Task separately, such as Plan, Design, Construct, Equip or Furnish.	PART IV. Use Fiscal Year (FY) Quarters to complete the information below. O = Oct.; N = Nov.; D = Dec., etc.												Expected Completion Date if project exceeds 8 FY Qtrs.																					
	FY 2023				FY 2024																													
	1st Qtr.			2nd Qtr.			3rd Qtr.			4th Qtr.			Date																					
	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M				
01/01/2023 - 3/31/2023 Order of Vehicle				x	x	x																												
1/01/2023 - 03/01/2023 Order of Trailer				x	x	x																												
06/01/2023-12/31/2026 Construction of Vehicle and Trailer							x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x							
PART V.	\$			\$			\$			\$			\$			\$			\$			PROJECT TOTAL												
Expected Quarterly Expenditures																										123,861.65								
																										123,861.65								

FOR OMB USE ONLY: Resolution No: _____ FMS Set Up Date: _____ Company No: _____ OMB Analyst: _____

Appendix C

DISBURSEMENT SCHEDULE



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskąądi Nitsáhákees

SUBRECIPIENT AGREEMENT

Between

THE NAVAJO NATION

And

Dennehotso Chapter

Appendix C

Disbursement Schedule

The Navajo Nation will make a 100% disbursement to the Dennehotso Chapter of their project fund that was allocated. Since the project is a purchase of a vehicle and equipment, as the Administrative Oversight, Division of Community Development, we find it necessary to give a 100% disbursement of \$123,801.65.

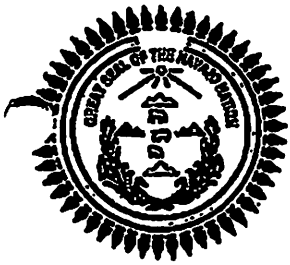
Once the ARPA funds are received in the Chapter's bank account, the chapter will begin the procurement process of purchasing the 550 Truck and Gooseneck Trailer for the total of \$123,801.65. Any remaining ARPA funds will be sent back to the Office of Controller (OOC). Reprogramming of ARPA Funds requires NABI and OPVP's approval.

CONCURRED BY:

A handwritten signature in black ink, appearing to read "Calvin Castillo".

Calvin Castillo, Executive Director
Division of Community Development

Appendix D
Expenditure Plan



**NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL**

DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

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

RFS/HK Review #: HK0295

Date & Time Received: 12/8/2022

Date & Time of Response: 15 December, 2022; 3:19 pm

Entity Requesting FRF: Dennehotso Chapter

Title of Project: Truck and Trailer purchase

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$123,801.65

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: 6.1 Provision of Government Services

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: _____

Name of DOJ Reviewer: Adjua Adjei-Danso

Signature of DOJ Reviewer:  _____

Disclaimers: This Initial Eligibility Determination is based on the documents provided which we have assumed are true, correct, and complete. Should the Project or Program change in any material way after this initial determination, the requestor must seek the advice of NNDOJ. This 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 NON-GOVERNANCE CERTIFIED CHAPTERS**

Part 1. Identification of parties.

Non-Governance Certified Chapter requesting FRF: Dennehotso Chapter Date prepared: 10/12/2022

Chapter's P.O. Box 2301 phone/email: 928-658-3300
mailing address: Dennehotso AZ 86535 website (if any): Dennehotso@navajochapters.org

This Form prepared by: Maricelyn Smith-Williams phone/email: 928-658-3300
Chapter Manger

CONTACT PERSON'S name and title

CONTACT PERSON'S title

Title and type of Project: Truck and Trailer

Chapter President: Larry Tuni phone & email: 928-658-3300, Larrytuni@naataanii.org

Chapter Vice-President: Tully Begay phone & email: 928-658-3300, Tbegay@naataanii.org

Chapter Secretary: Julia Richards phone & email: 928-658-3300, JRichards@navajochapters.org

Chapter Treasurer: _____ phone & email: _____

Chapter Manager or CSC: Maricelyn Smith-Williams phone & email: 928-658-3301, msmith-williams@nmchapters.org

DCD/Chapter ASO: Calvin Tsosie phone & email: 928-429-0086, cetsisie.dcd.org

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

document attached

Amount of FRF requested: 123,801.65 FRF funding period: January 1, 2023 to December 31, 2026
include Project starting and ending baseline 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:

The \$ 123,801.65 funds will be used by Dennehotso Chapter for 550 pick-up truck and goose neck trailer to haul back hoe to locations where roads need fixed and for digging burials.

document attached

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

The Truck and goose neck trailer will benefit families within the community members who were affected by COVID-19, with fixed income, struggling financially and live in remote areas of Dennehotso Chapter boundaries, to minimize the spread of COVID-19.

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

APPENDIX A

Program(s) or Project(s) by December 31, 2026:

Dennehotso Chapter obtained 3 quotes from potential vendors for purchase of truck and trailer. Procurement process to obtain quotes to utilize material for purchase. Project is projected to be completed by 12/31/2026

document attached

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

Dennehotso Manager & Admin Assistant will be responsible for implementation of the vehicle and trailer

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.

The completion of the project will be the responsibility of the Dennehotso Chapter to maintain the operation and maintenance cost.

document attached

(f) State which of the 68 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.

6.1 Provision of Government Services

The Dennehotso Chapter will use 550 pick-up truck and goose neck trailer to haul back hoe to locations where roads need fixing and for digging burials.

document attached

Part 3. Additional documents.

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

-Program Budget Summary Forms (3 Pages)
-Quote for Truck & Trailer
-Chapter Resolution DCHOCT-011-20023

Chapter 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:

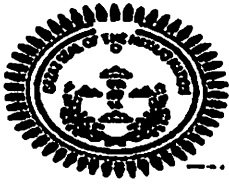
Chapter's Preparer: M Smith Williams
signature of Preparer: DCHACT PERSON

Approved by: [Signature]
signature of Chapter President (or Vice President)

Approved by: M Smith Williams
signature of CSC

Approved by: [Signature]
signature of Chapter ASO

Approved to submit for Review: [Signature]
signature of DCS Director



DENNEHOTSO CHAPTER
 25 Miles North of MP 417.5 on HWY 160
 PO Box 2301
 Dennehotso, Arizona 86535

Larry Tunl, Chapter President
 Tully Begay, Chapter Vice-President
 Julia Richards, Chapter Sec./Treasurer
 Kenneth Johnson, Grazing Official
 Nathaniel Brown, Council Delegate

TELEPHONE: 928.658.3300/3301 FAX: 928.658.3304 EMAIL: dennehotso@navajochapters.org

Johnathan Nez
 President

DCHOCT-011-2023

Myron Lizer
 Vice-President

RESOLUTION OF THE DENNEHOTSO CHAPTER

SUPPORTING AND APPROVING TO PURCHASE A 550 HEAVY DUTY TRUCK AND GOOSE NECK TRAILER FOR THE DENNEHOTSO CHAPTER COMMUNITY WITH AMERICAN RESCUE PLAN ACT. (\$123,801.65)

WHEREAS:

1. Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C., Section 103 (D), and
2. Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal, State, and local agencies for appropriate actions; and
3. The \$123,801.65 funds will be used by Dennehotso Chapter for 550 Pick up truck and Goose Neck Trailer to haul Back Hoe to locations where roads need fixed and for digging burials; and
4. The Truck and Goose Neck Trailer will benefit families within the community members who were affected by COVID-19, with fixed income, struggling financially and live in remote areas of Dennehotso Chapter boundaries, to minimize the spread of COVID-19.


NOW THEREFORE BE IT RESOLVED THAT:

1. The \$123,801.65 funds will be used by Dennehotso Chapter for 550 Pickup Truck and Goose Neck Trailer to haul Back Hoe to locations where roads need fixed and for digging burials.
2. The Dennehotso Chapter will use the American Rescue Plan Act fund for the purchase of a 550 Pickup Truck and Goose Neck Trailer.

CERTIFICATION

I certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duly called meeting, in Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of 08 in favor, 00 opposed, 02 abstained, this 12th, day of October 2022.

Motion by: Tully Begay
 Second by: Evie Tsosie


 Larry Tunl, Chapter President
 Dennehotso Chapter
 Western Navajo Agency

ROBERTS TRUCK CENTER

Roberts Truck Center
4850 Bloomfield Hwy
Farmington, NM 87401

Date	12-Oct-22
Rep.	Tommy Thompson
Cell:	505-860-6647
Attention:	Elmer Johnson
Cust PO #	

QUOTE:

Bill To

Name **Dennehotso Chapter**
Address **PO BOX 2391**
City St Zip **Dennehotso, AZ 86535**
Contact
Phone **cajsosie@nndcd.org**

Ship to

Name **FOB Farmington, NM**
Address
City St Zip
Contact
Phone

Qty	Description	Unit Price	Total
1	2022 International CV515 4DR 4X4, Diesel Eng. Auto Trns		97,506.65
1	CTE 4 Yard Dump body W/Pintle Hitch		
	2022 Pintle Hitch 25'+5' Trailer w/Mega Ramps		\$26,295.00
*Does Not Include Any Applicable Tax's			
*Includes Current Material Surcharges Subject to Change			
Purchaser Signature: _____			
Seller Signature: _____			

Terms
Net Due Upon Receipt

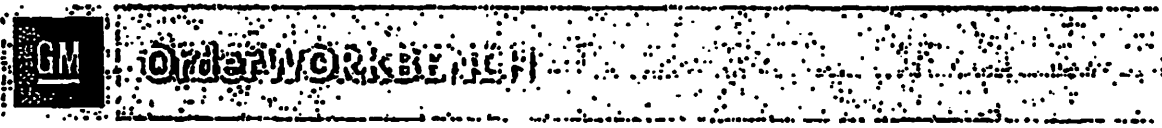
Lienholder

Sub Total	\$123,801.60
State Tax	N/A
Title & Lic Fee	N/A
Total	\$123,801.65

Trade Unit(s) VIN

Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to the closing of a sale. This notice is required by law.

THANKS FOR YOUR BUSINESS



Order Detail # BTMFRX

BAC: 192014

BFC: 1

Name: HI-COUNTRY CHEVROLET, INC.

Current as of 10/11/2022 - 12:00 PM EDT

BAC Information

Contact Name	Phone #
DAN	Stack No.

Model/Order Information

Model Year: 2022	Division: CHEVROLET
Distrib. Entity: RET	Order Type: TRE - Retail Stack
Allocation Group: SILVMD	Model: CK56403 - Silverado
	Medium Duty: 4WD HD
	Chassis Regular Cab
	TPW: 10/28/2022
MSRP w/DFC †: \$72,168.28	
Estimated Delivery Date: #20,163	

Vehicle Specifications

PEG: 1LT - LT Preferred Equipment Group	Trim: H&U - Cloth, Jet Black, Interior Trim
Primary Color: GAZ - Summit White	Engine: L6D - Engine, Duramax 6.6L Turbo-Diesel V8
	Emissions:
	Transmission:
Ordered Options: 092: Rear Axle, 4.30 Ratio	4AA: Interior Trim, Jet Black
719: Seat Bel, Black	7Y7: Batteries, Heavy-Duty Dual 1100 CCA
9L3: Spare Tire Delete	9L7: Accessory Electrical Switches
A31: Power Windows	A52: Seats: Front 40/20/40 Split-Bench, Cloth, 3-Passenger
AG1: Power Seat Adjuster (Driver's Side)	AKP: Glass, Solar Absorbing, Tinted
AGQ: Keyless Remote Entry	AU3: Door Locks, Power
AY0: Airbags-frontal, front seat and head-curtain	BG9: Floor Covering: Rubberized Vinyl, Black
C67: Air Conditioning, Manual	C88: Air Bsg Deactivation Switch, Front



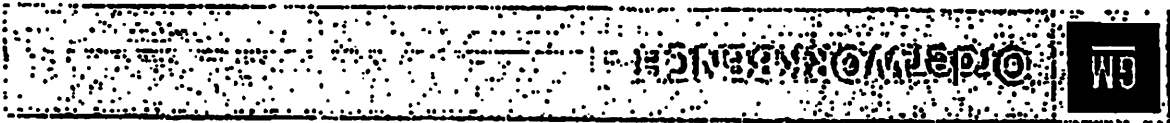
Order WORKSHEET

DB9: GVW Rating 23,000 Lbs
DPN: Mirrors: Camper Style,
Black, Man Fold, Pwr, Full Featr
ED9: Wheelbase 165 Inch 84"
CA
FNP: Front Fender Extension,
Painted Body Color
FTN: Axle Lubricant, Front,
Synthetic
FTV: Front Suspension, 7600
lbs.
IOS: Radio, 8" Color Screen,
Bluetooth, w/ USB Port
JL1: Integrated Trailer Brake
Controller
K40: Engine Brake-Exhaust
KG4: Alternator, 150 AMP
MWB: MS A2700HS, PTX (No
PTO), GVWR >19.5K, GCWR
26K
N4C: Emission, 60 State
P0D: Grille Guard Screen,
Insect Protection
PD7: Wheel, Spare, Delete
PWQ: Wheels, 19.5" x 6.75",
Steel, Black Painted
R7P: 6500 HD Series
TR1: Lamps, Rear, Stop
U2K: SiriusXM Satellite Radio
UE1: OnStar Communication
System
UVC: Rear View Camera
System
V4B: Bumper, Front, Chrome
VK3: License Plate Front
Mounting Hardware
VWX: Grille, Base
YAP: Tires, Rear 225/70R19.5H

Passenger-side
DD9: ISRV Mirror, Electro-chromatic
E01: Assist Steps, Black
F0C: Axle to End of Frame, 48"
FTB: Front Axle, 7600 lbs.
FTO: Axle Lubricant, Rear, Synthetic
FU7: Rear Suspension, 16,600 lb, Multi-
Leaf
J27: Rear Axle, 15,500lb
K34: Cruise Control-Automatic, Electronic
K8K: Transmission Shift Control
Calibration, Performance
MAH: Marketing Area-U.S, Puerto Rico/USVI
N12: Exhaust System, Rear Exit
NSQ: Front and Rear Fuel Tank, 65 Gallon
Total
PCJ: Vocational Specific Heavy
Suspension Package
PTX: Engine Control-Power Take-Off
(PTO), Controls, Delete
R6G: 26,000 lbs. (11,793 kg) GCWR
T6S: Compact Disc & MP3 Player
U04: Horn, Single Note
UDD: Driver Information Center, 4.2"
Display
UQ3: Speaker System, 6
UY7: Trailering Provisions
V76: Recovery Hooks
VV4: Onstar 4G LTE Wi-Fi Hotspot
XDV: Tires, Front 225/70R19.5H Highway,
Continental
ZY1: Paint, Solid

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPrice.com for official GM Price schedules. GM pricing is subject to change by GM at any time, without notice.

Highway, Continental



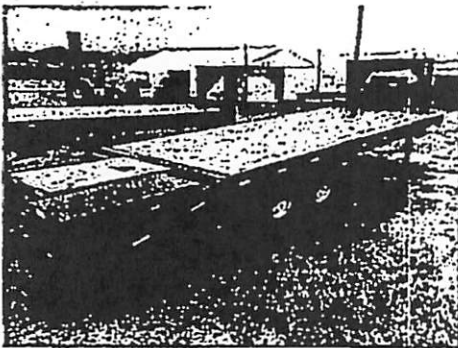
K2 Trailers

Phone: (801) 609-8570

350 N 800 E

Genola, UT 84655

Email: k2trailers@gmail.com



2022 Gooseneck 30 ft. 20000 GVWR Flatbed Dovetail

Stock #: 10219 Year: 2022 Manufacturer: Walton Trailers

Axles: 2

URL: <https://www.k2-trailers.com/all-inventory?stock=10219>

Price \$ 17,000.00

Description

Also comes with 12k or 15k axles

Mainframe: 10" x 19 lb Beam

Coupler: Adjustable 2-5/16"

Deck: 2" x 10" Treated Douglas Fir

Trailer Width: 101"

Deck Length: 30' Deck, 5' Pop-up Section with FlipOver Ramps

Deck Height: 36"

Side Rail: 5" Channel

Dexter Axles: Tandem 10k Slipper Springs

Tires: 1: 235/80R16 E on 8-Hole Dually

Brakes: Electric

Landing Gear: Dual 12K Spring Loaded Drop-Foot Jack

Ramps: 2-5 Foot Single Spring Assist Ramps

Tie Downs: Stake Pockets and Rub-Rail

Bumper - Mounted on Headboard

Gooseneck - Mounted on Gooseneck

Chain Box: Includes Locking Lid

Cross Members: 3" Channel, 20" on Center

Lights: DOT Approved LED Sealed Beam With Rubber Grommet

Wiring: DOT Modular Wiring Harness

Safety: Reflective Tape, Safety Chains with Hooks, Break-Away Switch with Battery Charger

Finish: Black Powder Coat Finish
Warranty: One Year Limited Structure



DENNEHOTSO CHAPTER
 25 Miles North of MP 417.5 on HWY 160
 PO Box 2301
 Dennehotso, Arizona 86535

Larry Tuni, Chapter President
Tully Begay, Chapter Vice-President
Julia Richards, Chapter Sec./Treasurer
Kenneth Johnson, Grazing Official
Nathaniel Brown, Council Delegate

TELEPHONE: 928.658.3300/3301 FAX: 928.658.3304 EMAIL: dennehots@navajochapters.org

Jonathan Nez
 President

DCHOCT-011-2023

Myron Lizer
 Vice-President

RESOLUTION OF THE DENNEHOTSO CHAPTER

SUPPORTING AND APPROVING TO PURCHASE A 550 HEAVY DUTY TRUCK AND GOOSE NECK TRAILER FOR THE DENNEHOTSO CHAPTER COMMUNITY WITH AMERICAN RESCUE PLAN ACT. (\$123,801.65)

WHEREAS:

1. Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C., Section 103 (D), and
2. Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal, State, and local agencies for appropriate actions; and
3. The \$123,801.65 funds will be used by Dennehotso Chapter for 550 Pick up truck and Goose Neck Trailer to haul Back Hoe to locations where roads need fixed and for digging burials; and
4. The Truck and Goose Neck Trailer will benefit families within the community members who were affected by COVID-19, with fixed income, struggling financially and live in remote areas of Dennehotso Chapter boundaries, to minimize the spread of COVID-19.

NOW THEREFORE BE IT RESOLVED THAT:

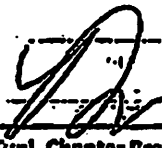
1. The \$123,801.65 funds will be used by Dennehotso Chapter for 550 Pickup Truck and Goose Neck Trailer to haul Back Hoe to locations where roads need fixed and for digging burials.
2. The Dennehotso Chapter will use the American Rescue Plan Act fund for the purchase of a 550 Pickup Truck and Goose Neck Trailer.

CERTIFICATION

I certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duly called meeting, in Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of 08 in favor, 00 opposed, 02 abstained, this 12th, day of October 2022.

Motion by: Tully Begay

Second by: Evie Tsosie


 Larry Tuni, Chapter President
 Dennehotso Chapter
 Western Navajo Agency



DENNEHOTSO CHAPTER
25 Miles North of MP 417.5 on HWY 160
PO Box 2301
Dennehotso, Arizona 86535

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TELEPHONE: 928.658.3300/3301 FAX: 928.658.3304 EMAIL: dennehotso@navajochapters.org

Johnathan Nez
President

DCHOCT-011-2023

Myron Lizer
Vice-President

RESOLUTION OF THE DENNEHOTSO CHAPTER
SUPPORTING AND APPROVING TO PURCHASE A 550 HEAVY DUTY TRUCK AND GOOSE NECK TRAILER
FOR THE DENNEHOTSO CHAPTER COMMUNITY WITH AMERICAN RESCUE PLAN ACT. (\$123,801.65)

WHEREAS:

- 1. Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C., Section 103 (D), and**
- 2. Chapter affirms that the Dennehotso Chapter will only use awarded Funds in compliance with the ARPA, the ARPA Regulations, and all other applicable Navajo Nation and federal laws and regulations.**
- 3. Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal, State, and local agencies for appropriate actions; and**
- 4. The \$123,801.65 funds will be used by Dennehotso Chapter for 550 Pick up truck and Goose Neck Trailer to haul Back Hoe to locations where roads need fixed and for digging burials; and**
- 5. The Truck and Goose Neck Trailer will benefit families within the community members who were affected by COVID-19, with fixed income, struggling financially and live in remote areas of Dennehotso Chapter boundaries, to minimize the spread of COVID-19.**


NOW THEREFORE BE IT RESOLVED THAT:

- 1. The \$123,801.65 funds will be used by Dennehotso Chapter for 550 Pickup Truck and Goose Neck Trailer to haul Back Hoe to locations where roads need fixed and for digging burials.**
- 2. The Dennehotso Chapter will use the American Rescue Plan Act fund for the purchase of a 550 Pickup Truck and Goose Neck Trailer.**

CERTIFICATION

I certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duly called meeting. In Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of 08 in favor, 00 opposed, 02 abstained, this 12th, day of October 2022.

Motion by: Tully Begay
Second by: Evie Tsosie



Larry Tuni, Chapter President
Dennehotso Chapter
Western Navajo Agency

Appendix E
Council Resolution Approving Expenditure
Plan



The Navajo Nation **DR. BUU NYGREN** *PRESIDENT*
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** *VICE PRESIDENT*

May 4, 2023

Honorable Crystalyne Curley, Speaker
Navajo Nation Council
Post Office Box 3390
Window Rock, AZ 86515

RE: CAP-13-23 An Action Relating to the Naabik'iyáti' Committee and Navajo Nation Council; Approving the Navajo Nation Fiscal Recovery Fund Delegate Regional Project Plan for Honorable Shaandiin Parrish's Delegate Region (Chapters: Chilchinbeto, Dennehotso, Kayenta)

Dear Speaker Curley,

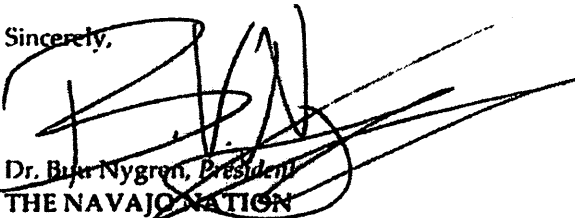
I am pleased to sign into law this resolution CAP-13-23 approving the Fiscal Recovery Funds Delegate Regional Project Plan for Honorable Parrish's Delegate Region in the amount of \$5,150,673.65.

My Administration supports the plans of these Chapters who have worked very hard to put together their Regional Plans and is working very closely with the Fiscal Recovery Fund Office to ensure that these funds are put to use. As such, when Chapters are running into roadblocks in expending their Fiscal Recovery Funds and the roadblock is coming from the Executive Branch, I encourage them to reach out to the Office of the President and Vice President and inform my office of the roadblock and we will work to overcome those roadblocks.

I do want to take the moment to express my concern that any amendments to the Regional Plans must be approved by the Council. In addition, the prior Navajo Nation Council has set the expectation that Fiscal Recovery Funds be encumbered by June 30, 2024. This deadline is not far off. As a construction expert, I know that there are unpredictable factors that can prevent even the best of plans from moving forward on the proposed timeline. We should be designing systems that are flexible, accountable, and transparent. We do not currently have that system and I look forward to working with you and the entire Council to improve the Navajo Nation systems, so we are supporting our communities to take advantage of this historic funding.

Now let's get to work!

Sincerely,



Dr. Buu Nygren, President
THE NAVAJO NATION

**RESOLUTION OF THE
NAVAJO NATION COUNCIL
25th NAVAJO NATION COUNCIL - FIRST YEAR, 2023**

AN ACTION

**RELATING TO THE NAABIK'ÍYÁTI' COMMITTEE AND NAVAJO NATION COUNCIL;
APPROVING THE NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION
PROJECT PLAN FOR HONORABLE SHAANDIIN PARRISH'S DELEGATE REGION
(CHAPTERS: CHILCHINBETO, DENNEHOTSO, KAYENTA)**

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102(A).
- B. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council with the delegated responsibility to hear proposed resolution(s) that require final action by the Navajo Nation Council. 2 N.N.C. § 164(A)(9).
- C. Navajo Nation Council Resolution No. CJN-29-22, incorporated herein by reference, mandates that Navajo Nation Fiscal Recovery Fund ("NNFRF") Delegate Region Project Plans be approved by Navajo Nation Council resolution and signed into law by the President of the Navajo Nation pursuant to 2 N.N.C. § 164(A) and 2 N.N.C. §§ 1005(C)(10), (11), and (12).

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, Section Three, 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 Navajo Nation Council resolution and signed into law by the President of the Navajo Nation See CJN-29-22, 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. All projects listed in the Hon. Shaandiin Parrish's Delegate Region Projects Plan, attached as Exhibit A, have been deemed Fiscal Recovery Fund eligible by NNDOJ. In addition, Hon.

Shaandiin Parrish's Delegate Region Projects Plan does not exceed the amount of \$8,802,340, as set forth in CJN-29-22, Section Three (F).

- D. The Navajo Nation Council hereby finds that it is in the best interest of the Navajo Nation and the Hon. Shaandiin Parrish's Delegate Region Chapters and communities to approve and adopt the Navajo Nation Fiscal Recovery Fund Delegate Region Project Plan for Hon. Shaandiin Parrish's Delegate Region (Chapters: Chilchinbeto, Dennehotso, Kayenta) as set forth in Exhibit A.

SECTION THREE. APPROVAL OF HON. SHAANDIIN PARRISH'S DELEGATE REGION PROJECT PLAN

- A. The Navajo Nation hereby approves the Fiscal Recovery Fund Delegate Region Project Plan for Hon. Shaandiin Parrish's Delegate Region (Chapters: Chilchinbeto, Dennehotso, Kayenta) 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 by resolution of the Navajo Nation Council and approval of the President of the Navajo Nation pursuant to 2 N.N.C. § 164(A)(17) and 2 N.N.C. §§ 1005(C)(10), (11), and (12).

SECTION FIVE. EFFECTIVE DATE

This legislation shall be effective upon its approval pursuant to 2 N.N.C. § 221(B), 2 N.N.C. § 164(A)(17), and 2 N.N.C. §§ 1005(C)(10), (11), and (12).

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 25th 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 21 in Favor, and 00 Opposed, on this 18th day of April 2023.



Honorable Crystalyne Curley, Speaker
25th Navajo Nation Council

4/27/23


DATE

Motion: Honorable Helena Nez Begay
Second: Honorable Shaandiin Parrish

Speaker Crystalyne Curley not voting

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I, hereby, sign into law the foregoing legislation, pursuant to 2 N.N.C. § 1005 (C) (10), on this 4 day of MAY, 2023.


Buu Nygren, President
Navajo Nation

2. I, hereby, veto the foregoing legislation, pursuant to 2 N.N.C. § 1005 (C) (11), on this _____ day of _____, 2023 for the reason(s) expressed in the attached letter to the Speaker.

Buu Nygren, President
Navajo Nation

3. I, hereby, exercise line-item veto pursuant to the budget line-item veto authority delegated to the President by vote of the Navajo People in 2009, on this _____ day of _____, 2023.

Buu Nygren, President
Navajo Nation

NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION PROJECT PLAN

COUNCIL DELEGATE: Delegate Shaandlin Parrish

Exhibit A

CHAPTERS: Chilchimbeto, Dennehotso, Kayenta

FUNDING RECIPIENT	SUBRECIPIENT	EXPENDITURE PLAN / PROJECT	ADMIN OVERSIGHT	FRF CATEGORY	DOJ REVIEW #	AMOUNT
Division of Economic Development	Western Regional Business Development Office	Chilchimbeto Convenience Store	Division of Economic Development	6.1	HK0163	\$ 1,150,000.00
Division of Community Development	*Dennehotso Chapter	Dennehotso Chapter Warehouse	Division of Community Development	6.1	HK0271	\$ 1,267,000.00
Division of Community Development	*Kayenta Chapter	Kayenta Chapter 3-Bay Warehouse	Division of Community Development	6.1	HK0288	\$ 1,267,200.00
Division of Community Development	*Dennehotso Chapter	Dennehotso Chapter Modular Homes	Division of Community Development	2.15	HK0292-2	\$ 933,672.00
Division of Community Development	*Dennehotso Chapter	Dennehotso Chapter Bathroom Additions	Division of Community Development	1.14	HK0293	\$ 384,000.00
Division of Community Development	*Dennehotso Chapter	Dennehotso Chapter Truck and Trailer Purchase	Division of Community Development	6.1	HK0295	\$ 123,801.65
Division of Community Development	*Chilchimbeto Chapter	Chilchimbeto Chapter Purchase of Gosenek Trailer	Division of Community Development	6.1	HK0298	\$ 25,000.00
		UN-ALLOCATED AMOUNT				\$ 3,651,666.35
TOTAL:						\$ 8,802,340.00

*Per C/JN-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."

Appendix F
Financial Assistance Agreement between
Department of Treasury and The Navajo
Nation

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address: The Navajo Nation PO Box 7440 Window Rock, Arizona 86515-7440	DUNS Number: 009001702 Taxpayer Identification Number: 860092335 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name:

Jonathan Nez

Authorized Representative Title:

President

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibenluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

May 27, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to The Navajo Nation by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. **The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.**
- b. **The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.**

16. Protections for Whistleblowers.

- a. **In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.**
- b. **The list of persons and entities referenced in the paragraph above includes the following:**
 - i. **A member of Congress or a representative of a committee of Congress;**
 - ii. **An Inspector General;**
 - iii. **The Government Accountability Office;**
 - iv. **A Treasury employee responsible for contract or grant oversight or management;**
 - v. **An authorized official of the Department of Justice or other law enforcement agency;**
 - vi. **A court or grand jury; or**
 - vii. **A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.**
- c. **Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.**

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

**ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the The Navajo Nation (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

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Appendix G

U.S. Department of Treasury Compliance and Reporting Guideline for SLFRF

Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



June 6, 2023
Version: 5.1