



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

**The Navajo Nation | Yideeskáądi Nitsáhákees**

November 3, 2023

Chilchinbeto Chapter  
PO Box 1681  
Kayenta, AZ 86033

ATTENTION: Paul Madson, President

REFERENCE: 164 Review 021420 / Contract

Dear Paul:

Attached please find your copy of the approved Contract (CO16228) with the Navajo Nation Division of Community Development. The Contract has been awarded in the amount of \$25,000.00. 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 Dawnell Raquel Begay at 928-871-7172.

Sincerely,

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

Darlene Begay, Senior Accountant  
OOC – Contract Administration

xc: Raquel Begay, Navajo Nation DCD  
Joseph Kaulaity, CA / Navajo Nation OOC  
Contract Folder: CO16228

**SUBRECIPIENT AGREEMENT  
BETWEEN  
THE NAVAJO NATION AND Chilchinbeto Chapter  
FOR  
SUBAWARD OF AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS  
FOR PURPOSES OF GOOSENECK TRAILER (6.1).**

<b>Name of Subrecipient</b> Chilchinbeto Chapter		<b>Phone Number</b> (928) 697-5680
<b>Name and Title of Person Authorized to accept funding for the Subrecipient ("Designated Official")</b> Paul Madson, Chapter President		<b>Designated Official's Email Address</b> pmadson@naataanii.org
<b>Subrecipient's Mailing Address</b> P.O. Box 1681 Kayenta, AZ 86033		
<b>Subrecipient's Employer Identification Number</b> 86-0718204		
<b>Subrecipient's DUNS Number &amp; Unique Entity Identifier ("UEI") Number</b> XRW8FTENC3V7		
<b>Federal Awarding Agency; Assistance Listing Number &amp; Title; Federal Award Date</b> U.S. Department of Treasury; 21.027; May 27, 2021		
<b>Expenditure Plan Title:</b> 1. Purchasing of Gooseneck Trailer (6.1)		
<b>Period of Performance</b> See paragraph 5(b)		<b>Amount of Subaward and Business Units</b> \$ 25,000.00      K2115196,8786

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")

## TERMS AND CONDITIONS

This Subrecipient Agreement (“Agreement”) is made and entered into by and between the Navajo Nation, hereinafter called the “NATION” and the “Chilchinbeto 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 CAP-13-23 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 \$25,000.00 ("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:

Paul Madson 9/14/23  
Paul Madson, Chapter President  
Chilchinbeto Chapter  
PO Box 1681, Kayenta AZ, 86033  
Date

For THE NAVAJO NATION:

Bru Nygren OCT 23 2023  
Bru Nygren, President  
The Navajo Nation  
Window Rock, AZ 86515  
Date

# Appendix A

## SCOPE OF WORK

# **CHILCHINBETO CHAPTER SCOPE OF WORK**

## **CHILCHINBETO CHAPTER**

### **PURCHASING OF A GOOSENECK TRAILER PROJECT:**

The Chilchinbeto Chapter will be purchasing a 36' Gooseneck trailer with funds from the Delegate Region ARPA-Fiscal Recovery Fund in the amount of \$25,000.00. The gooseneck trailer thus will be used to haul the backhoe equipment (John Deere or Kubota) to dig community burial plots or to perform emergency road maintenance on washouts and both snow and mud removal. The chapter has both of these pieces of equipment but is unable to deliver them to the burial site to assist in the absence of a gooseneck trailer.

Apparently, people have been using pits and shovels to dig burial plots, but it is hard on the back and the cultural taboo surrounding burial plots imposed a risk. Chilchinbeto Chapter has a land base of over 300 square miles. The chapter has registered voters living on Black Mesa Plateau. The chapter had to service these voters during the pandemic with road maintenance, wood hauling, and delivery of food, water sanitizers, and medicine. Last winter the chapter had to rent a snowmobile to provide for these people.

During the Covid pandemic, it was imperative that everyone remain quite a safe distance away from each other. But it takes more than one person to dig a burial plot and each of them has been compromised by the virus. Backhoes can avoid close contact with a single operator, but the machine must be transported by a gooseneck attached to the heavy-duty truck.

Gooseneck trailers have superior weight distribution, which makes hauling heavy loads easy. Because gooseneck trailers connect over the top of the rear axle of the tow vehicle, any lateral pressure is transferred directly to the ground through the truck tires. When loaded properly, a gooseneck trailer offers better load transfer and weight distribution than many other types of trailers.

It is important that the chapter receives this fund so the gooseneck trailer can be purchased before the summer rainfall or the winter snowstorm.

# Appendix B

## BUDGET

FY 2003

THE NAVAJO NATION  
PROGRAM BUDGET SUMMARY

Page \_\_\_ of \_\_\_  
BUDGET FORM 1

PART I. Business Unit No.: NEW Program Title: Chulchun beto Chapter  
36" Gooseneck Trailer Division/Branch: Div. of Comm. Developemnt  
 Prepared By: Eugene Badonie Phone No.: 928-697-5681 Email Address: ebadonie@nnchapters.org

PART II. FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY		Fund Type Code	(A)	(B)	(C)
				Original Budget	Proposed Budget		Difference or Total		
ARPA	<u>1/01/03 - 12/31/05</u>	\$ 25,000.00	1005%	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	25,000		<u>25,000</u>
				7000 Special Transactions					
				8000 Public Assistance					
				9000 Capital Outlay					
				9500 Matching Funds					
				9500 Indirect Cost					
				TOTAL			\$0.00	25,000.00	<u>25,000</u>
TOTAL:				\$25,000.00	1005%	PART IV. POSITIONS AND VEHICLES			
				Total # of Positions Budgeted:		(D)	(E)		
				Total # of Vehicles Budgeted:					

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

SUBMITTED BY: SONLATS JIM-MARTIN APPROVED BY: Paul J. Llanos 12.1.22  
 Program Manager's Printed Name Division Director / Branch Chief's Printed Name  
Sonlats Jim-Martin 12.2.22 Paul J. Llanos 12.1.22  
 Program Manager's Signature and Date Division Director / Branch Chief's Signature and Date

FY \_\_\_\_\_

**THE NAVAJO NATION  
PROGRAM PERFORMANCE CRITERIA**

Page \_\_\_ of \_\_\_  
**BUDGET FORM 2**

**PART I. PROGRAM INFORMATION:**

Business Unit No.: NEW Program Name/Title: 36" Gooseneck Trailer

**PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:**

RESOLUTION # CCH-10-07-2022D; The Chłchınbeto Chapter hereby approves forwarding a request to the American Rescue Plan Act -Fiscal Recovery Fund Committee, Community Development Project Management, and the Navajo Nation Budget and Finance Committee to purchase a 36 ft. heavy-duty Gooseneck up to \$25,000.00

**PART III. PROGRAM PERFORMANCE CRITERIA:**

Chłchınbeto Chapter

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

**1. Goal Statement:**

To allow for the transporting of backhoes and tractor equipment.

**Program Performance Measure/Objective:**

Performance will depend on how well the service will meet the needs of the community.

1		1		1		1	
---	--	---	--	---	--	---	--

**2. Goal Statement:**

To provide a backhoe to the community for burial plot service and refilling.

**Program Performance Measure/Objective:**

The satisfaction of the community will eventually show positive signs.

1		1		1		1	
---	--	---	--	---	--	---	--

**3. Goal Statement:**

To prevent contact and contract of any virus that may undermine the health of the family.

**Program Performance Measure/Objective:**

The use of a backhoe will prevent close contact while digging the burial plot.

1		1		1		1	
---	--	---	--	---	--	---	--

**4. Goal Statement:**

To repair and work on damaged roads, washouts, and clean up the numouts.

**Program Performance Measure/Objective:**

The gooseneck will provide backhoe transport, enabling easier access for people.

1		1		1		1	
---	--	---	--	---	--	---	--

**5. Goal Statement:**

To keep the pandemic and other virus under control in the family.

**Program Performance Measure/Objective:**

The community will begin to use the gooseneck for hauling.

1		1		1		1	
---	--	---	--	---	--	---	--

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

SONLATGA JIM- MARTIN

Program Manager's Printed Name

Sonlatga Jim 12-2-22

Program Manager's Signature and Date

Realty Hillman 12.1.22  
Division Director/Branch Chief's Printed Name

Realty Hillman 12.1.22  
Division Director/Branch Chief's Signature and Date

FY \_\_\_\_\_

**THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION**

Page \_\_\_\_ of \_\_\_\_  
**BUDGET FORM 4**

<b>PART I. PROGRAM INFORMATION:</b>			
Program Name/Title: <u>36" Gooseneck Trailer</u>		Business Unit No.: <u>NEW</u>	
Chilichinbeto Chapter			
<b>PART II. DETAILED BUDGET:</b>			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
6	6200 - External Contractor - To purchase a 36" Gooseneck trailer. (Requesting for funding up to \$25,000.00 because vendor said his prices will eventually increase by January 2023)	25,000	25,000
<b>TOTAL</b>		25,000	25,000



**VIN:** 8079  
**Condition:** new  
**Year:** 2023  
**Manufacturer:** PJ Trailers  
**Model:** 102X36  
**Floor Length:** 36' or 432.00"  
**Width:** 8' 6" or 102.00"  
**GVWR:** 15650 lbs  
**Axle Capacity:** 7000 lbs  
**Color:** Black

**Mesa AZ Trailer Sales**  
 jackssontrailers.com  
 albach.kyle@yahoo.com  
 3054 E. MAIN ST  
 MESA, AZ, 85213  
 (480) 218-4410

**This item is currently featured!**  
**Stock No: PPJ9274**  
**Our Price: \$17,265.00**



**Appendix C**  
**DISBURSEMENT**  
**SCHEDULE**



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

**SUBRECIPIENT AGREEMENT  
BETWEEN  
THE NAVAJO NATION AND CHILCHINBETO CHAPTER  
FOR  
SUBAWARD OF AMERICAN RESCUE PLAN ACT FISCAL RECOVERY  
FUNDS  
FOR PURPOSES OF GOOSENECK TRAILER (6.1)**

**APPENDIX C**

**DISBURSEMENT SCHEDULE**

The Navajo Nation (the Nation) will make an initial disbursement of 100% (\$25,000.00) of the total allocated amount \$25,000.00 to the **SUBRECIPIENT**. Due to the purchase of a Gooseneck Trailer it is recommended a 100% of the total allocated monies be disbursed to the Subrecipient.

1. K2115172-8785 \$25,000.00

**Concurrence:**

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

---

Calvin Castillo, Division Director  
Navajo Nation Division 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 #: HK0298

Date & Time Received: 12/12/2022

Date & Time of Response: 12/27/2022

Entity Requesting FRF: Chilchinheto Chapter

Title of Project: Purchasing of Gooseneck Trailer

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$25,000

**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: Only one expenditure code can be selected for each project. Given the description of the project, Expenditure Code 6.1 is more appropriate.

Name of DOJ Reviewer: Kristen A. Lowell

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 GOVERNANCE-CERTIFIED CHAPTERS**

**Part 1. Identification of parties.**

Governance-Certified Chapter requesting FRF: Chilchinbeto Chapter Date prepared: 10-06-2022

Chapter's mailing address: PO Box 1681 Kayenta, Arizona 86033 phone & email: 928-697-5681  
website (if any): chilchinbeto@navajochapters.org

This Form prepared by: Eugene Badonie phone/email: 928-697-5681  
Eugene Badonie, Chapter Manager ebadonie@nnchapters.org  
CONTACT PERSON'S name and title CONTACT PERSON'S info

Title and type of Project: Purchasing of a Gooseneck Trailer

Chapter President: \_\_\_\_\_ phone & email: pmadson@naataanii.org

Chapter Vice-President: [Signature] phone & email: tbradley@naataanii.org

Chapter Secretary: Virginia White phone & email: (928)349-2648 vwhite@navajochapters.org

Chapter Treasurer: Virginia White phone & email: (928)349-2648 vwhite@navajochapters.org

Chapter Manager or CSC: Eugene Badonie phone & email: ebadonie@nnchapters.org

DCD/Chapter ASC: \_\_\_\_\_ phone & email: \_\_\_\_\_

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): JacksOn's Trailer - Glendale, Az Albuquerque, NM  document attached

Amount of FRF requested: \$25,000.00 FRF funding period: January 6th, 2023 - January 6th, 2024  
Indicate Project starting and ending deadline date

**Part 2. Expenditure Plan details.**

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

The recent covid pandemic taught us a lot about how unprepared we are as a community. We need flatbed to haul our equipment, food, santizers, wood, and hay for the people while emergency stay-at-home was enforced. We will haul the heavy equipment with this trailer for burial prep and road work. The gooseneck trailer will transport our heavy equipment Bachhoe and tractor so we do not have to have people use shovel to dig graves or washouts.

document attached

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

The project will enable the Navajo people in the Chilchinbeto Chapter to be able to prolong their health because most back injury come from strain from working while bending over. With the availability of heavy equipment transported in by a truck pulled gooseneck, people do not have to dig by pit and shovel. This is what was happening during the pandemic.

document attached

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

The estimated timeline for this project is excellent because once the purchase of the equipment is made, transport and work can begin immediately. The project does not have a completion timeline because the equipment will be continuously used long after the pandemic.

document attached

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

The Chapter Manager will complete the application, submit the paperwork, look for a gooseneck trailer, file a requisition, do the purchase and develop a contract.

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 Chapter will have the cost of operation and maintenance responsibility. They will have to put it into the annual budget.

document attached

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

1.5 Personal Protective Equipment- Gooseneck is a supporting piece of personal protective equipment is necessary to transport and haul large equipment like the backhoe or the tractor in time of need. This way the people don't have to bend down and use pit and shovel to dig 6 ft x 8 ft, grave,

6.1 Provision of Government Services - Government all over the world have Transportation Departments that provide equipment haulage and that's how they deliver most of their public work services, road work, or even cemetery work services. Our chapter can handle all burial services by making the backhoe available.

document attached

**Part 3. Additional documents.**

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

The estimated timeline for this project is excellent because once the purchase of the equipment is made, transport and work can begin immediately. The project does not have a completion timeline because the equipment will be continuously used long after the pandemic.

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

Chapter's Preparer: Engene Dubonie  
signature of Preparer/CONTACT PERSON

Approved by: Pat Madsen  
signature of Chapter President (or Vice-President)

Approved by: Engene Dubonie  
signature of Chapter Manager or CSC

Approved by: Sonata J...  
signature of POC/Chapter ASO

Approved to submit for Review: Siggy...  
signature of DCD Director





# Chilchinbeto chapter

"Home of the World's Largest Navajo Rug"

P. O. Box 1681, Kayenta, AZ 86033. East Highway 160 Navajo Rte. 59  
phone: (928) 697-5680/5681 • Fax (928) 697-5691 chilchinbeto@navajochapters.org

Paul Madson- PRESIDENT · Thomas Bradley-VICE PRESIDENT · Virginia White-SEC/TREA  
Delbert Big- GRAZING OFFICIAL · Nathaniel Brown-COUNCIL DELEGATE

Eugene Badonle -MANAGER · Rose Gillis-ADMIN ASST · Neveah Kee-OFFICE ASSISTANT



## RESOLUTION OF THE CHILCHINBETO CHAPTER OF THE NAVAJO NATION

### APPROVING TO USE THE ARPA-FSF FUNDS TO PURCHASE A 36 FT. GOOSENECK TRAILER.

Resolution # CCH-10-07-2022D

#### WHEREAS:

1. Pursuant to Title 26 N.N.C., Chilchinbeto Chapter is a Certified Chapter of the Navajo Nation and is delegated the authority and responsibility to promote projects which benefits the local community; and
2. Pursuant to 2 N.N.C., Section 4028 (a), the Chilchinbeto 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 Chilchinbeto Chapter has an allocation of \$2.9 million dollar to provide chapter services, make capital purchases, or use as part of the recovery program according to their guidelines, and
4. The Chilchinbeto Chapter needs a 36 ft. Gooseneck trailer to haul the John Deere Backhoe or the Kubota Tractor to provide services throughout the entire chapter community. The trailer is needed to transport equipment, delivery of food, sanitizers, gloves and masks, wood, hay and water.

#### NOW, THEREFORE BE IT RESOLVED THAT:

1. The Chilchinbeto Chapter hereby approve to forward a request to the American Rescue Plan Act-Fiscal Recovery Fund Committee; Community Development Project Management; and the Navajo Nation Budget and Finance Committee to purchase a 36 ft. heavy duty Gooseneck up to \$25,000.00.

#### CERTIFICATION

We hereby certify that the foregoing resolution was considered at a duly called Special Meeting at Chilchinbeto Chapter, Navajo Nation, at which time a quorum was present and that the same was passed by a vote of 22 in favor, 00 opposed, and 05 abstained, this 07th day of October, 2022.

Motioned By: Leonard Bailey

Seconded By: Johnathan Russell

Paul Madson  
Mr. Paul Madson, President

Thomas Bradley  
Mr. Thomas Bradley, Vice President

Virginia White  
Ms. Virginia White, Secretary/ Treasurer

**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,

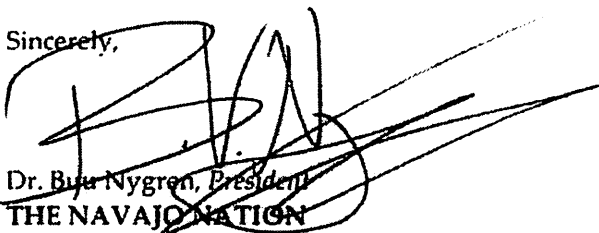
I am pleased to sign into law this resolution CAP-13-23 approving the Fiscal Recovery Funds Delegate Regional Project Plan for Honorable Parrish's Delegate Region in the amount of \$5,150,673.65.

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  
 25<sup>th</sup> 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'iyáti' 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 25<sup>th</sup> 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 18<sup>th</sup> day of April 2023.



Honorable Crystalyne Curley, Speaker  
25<sup>th</sup> 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 Shaandiin Parrish**

**Exhibit A**

**CHAPTERS: Chilchinbeto, Dennehotso, Kayenta**

FUNDING RECIPIENT	SUBRECIPIENT	EXPENDITURE PLAN / PROJECT	ADMIN OVERSIGHT	FRF CATEGORY	DOJ REVIEW #	AMOUNT
Division of Economic Development	Western Regional Business Development Office	Chilchinbeto 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	HK0286	\$ 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	*Chilchinbeto Chapter	Chilchinbeto Chapter Purchase of Gooseneck Trailer	Division of Community Development	6.1	HK0298	\$ 25,000.00
		UN-ALLOCATED AMOUNT				\$ 3,651,666.35
					<b>TOTAL:</b>	<b>\$ 8,802,340.00</b>

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

# 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**

<b>Recipient name and address:</b> The Navajo Nation PO Box 7440 Window Rock, Arizona 86515-7440	<b>DUNS Number:</b> 009001702 <b>Taxpayer Identification Number:</b> 860092335 <b>Assistance Listing Number and Title:</b> 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 assurances 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**

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.



**Appendix G**

**U.S. DEPARTMENT OF  
TREASURY**

**COMPLIANCE AND  
REPORTING GUIDANCE  
FOR SLFRF**

# Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



September 27, 2023  
Version: 5.2



# Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

In May 2021, Treasury published the 2021 interim final rule (“2021 IFR”) describing eligible and ineligible uses of SLFRF, as well as other program requirements. The initial versions of this Compliance and Reporting guidance reflected the 2021 IFR and its eligible use categories. On January 6, 2022, the U.S. Department of the Treasury (“Treasury”) adopted the 2022 final rule implementing the SLFRF program. The 2022 final rule became effective on April 1, 2022. Prior to the 2022 final rule effective date, the 2021 IFR remained in effect; funds used consistently with the 2021 IFR while it was in effect were in compliance with the SLFRF program. However, recipients could choose to take advantage of the 2022 final rule’s flexibilities and simplifications ahead of the effective date. Recipients may consult the [Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule](#) for more information on compliance with the 2021 IFR and the 2022 final rule.

On December 29, 2022, the Consolidated Appropriations Act, 2023 was enacted, amending the SLFRF program to provide additional flexibility for recipients to use SLFRF funds for three new eligible use categories. The 2023 interim final rule (“2023 IFR”) was published in the federal register on September 20, 2023. The 2023 IFR became effective upon publication.

To support recipients in complying with the 2022 final rule and the 2023 IFR, this reporting guidance reflects the 2022 final rule and the 2023 IFR and provides additional detail and clarification for each recipient’s compliance and reporting responsibilities under the SLFRF program, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the [2022 final rule](#), the 2023 IFR, other program guidance including the [2022 Final Rule FAQs](#), and other regulatory and statutory requirements, including regulatory requirements under the [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards \(“Uniform Guidance” or 2 CRF Part 200\)](#), and [2021 SLFRF Compliance Supplement – Technical Update](#), [2022 SLFRF Compliance Supplement](#), and [2023 SLFRF Compliance Supplement](#). Please see the [Assistance Listing](#) in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027 for more information.

**Please Note:** This guidance document applies to the SLFRF program only and does not change or impact reporting and compliance requirements for the Coronavirus Relief Fund (“CRF”) established by the CARES Act.

This guidance includes two parts:

## Part 1: General Guidance

This section provides an orientation to recipients’ compliance responsibilities and Treasury’s expectations and recommends best practices where appropriate under the SLFRF program.

A. Key Principles..... P. 4