



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

**The Navajo Nation | Yideeskáądi Nitsáhákees**

May 16, 2024

**Birdsprings Chapter**

Hwy Navajo Route 15  
Winslow, Arizona 86047

ATTENTION: Samuel McCabe, Jr., Chapter President

REFERENCE: 164 Review 022399 / Contract

Dear Mr. McCabe,

Attached please find your copy of the approved Agreement: CO16483, with the Navajo Nation Division of Community Development. The Agreement has been awarded in the amount of \$1,278,504.00. The term of the agreement will commence on May 14, 2024, and expires September 30, 2026.

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

Should you have any questions, please contact Ryan R. Begay at 928.551.8947.

Sincerely,

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

Darlene Begay, Senior Accountant  
OOC – Contract Administration

xc: Ryan R. Begay, Planner, Estimator, NN Fiscal Recovery Fund Dept. / Navajo Nation Division of Community Development  
Rachel Goy, Supervisor, Contract Accounting / Navajo Nation Office of the Controller  
Contract Folder: CO16483  
File / Chrono

**SUBRECIPIENT AGREEMENT  
BETWEEN  
THE NAVAJO NATION AND Birdsprings Chapter  
FOR  
SUBAWARD OF AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS  
FOR PURPOSES OF Home Renovation for Community Members (2.18).**

<b>Name of Subrecipient</b> Birdsprings Chapter	<b>Phone Number</b> (928) 686-3233
<b>Name and Title of Person Authorized to accept funding for the Subrecipient ("Designated Official")</b> Samuel McCabe Jr, Chapter President	<b>Designated Official's Email Address</b> smmcabe@naataanii.org
<b>Subrecipient's Mailing Address</b> HC 61, Box K Winslow, AZ 86047	
<b>Subrecipient's Employer Identification Number</b> 86-0642949	
<b>Subrecipient's DUNS Number &amp; Unique Entity Identifier ("UEI") Number</b> 83670754	
<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> Home Renovation for Community Members (2.18)	
<b>Period of Performance</b> See paragraph 5(b)	<b>Amount of Subaward and Business Units</b> \$1,278,504.00      K2115158.8785

This Subrecipient Agreement includes and incorporates:

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

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

## **TERMS AND CONDITIONS**

This Subrecipient Agreement (“Agreement”) is made and entered into by and between the Navajo Nation, hereinafter called the “**NATION**” and the “**Birdsprings 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-08-23** 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 **\$1,278,504.00** (“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

- ii. additional and more stringent reporting from the **SUBRECIPIENT**;
- iii. Placing liens on the **SUBRECIPIENT**'s assets purchased with the Subaward Funds;
- iv. Temporarily withholding disbursements of Subaward Funds pending correction of the deficiency;
- v. Disallowing or denying use of Subaward Funds for all or part of the cost of the activity or action not in compliance;
- vi. Disallowing claims for reimbursement;
- vii. Wholly or partially suspending this Agreement;
- viii. Requiring return of previous disbursements of Subaward Funds;
- ix. 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;
- x. Reducing the amount of the Subaward from the **NATION**;
- xi. Imposing a Corrective Action Plan;
- xii. 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;
- xiii. Offsetting future awards and payments to the **SUBRECIPIENT**;
- xiv. Terminating this Agreement; or
- xv. 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:**

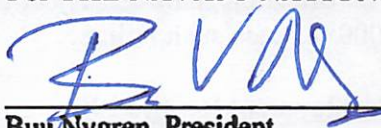


Chapter President  
Samuel McCabe Jr.

HC 61, Box K, Winslow, AZ 86047

3/05/24  
Date

**For THE NAVAJO NATION:**



Buu Nygren, President  
The Navajo Nation

Window Rock, AZ 86515

MAY 14 2024  
Date

Home Renovation for  
Community Members  
(2.18)

Home Renovation  
for  
Community

## TSIDI TO'II (BIRDSPRINGS) CHAPTER

### SCOPE OF WORK

**1. Project Name:**

Home Renovation for Community Members:

**2. Objective:**

The Birdsprings Chapter intends to renovate an estimated 65+ homes within the community that meet the requirements and are in dire need of home improvement.

**3. Timeline:**

The time line for the Home Renovation for Community Members would be approximately 10 months from the time the ARPA funding is allocated to the chapter.

**4. Project Description:**

The residential homes that need renovation in the form of roof repairs, windows and doors replacements, interior repairs, bathroom repairs, floor repairs and other minor repairs that would make homes safe and acceptable living conditions. Thus, the chapter will assist the community members with dilapidated home with the needed renovation to bring their homes to acceptable living conditions. The chapter will have an application intake session, conduct an assessment by doing home visits then do a priority list of homes based on need. The chapter will purchase materials on either a per home basis or purchase in bulk. Materials will be delivered to the chapter compound then delivered to site where work will commence with the repairs. Applicants will need to meet requirements of registered voter, have homesite lease, identify where home needs renovation, etc. (see attached application and assessment forms). The chapter will hire construction laborers to assist with the renovation project. There will be no new construction or the completing of partly constructed homes.

The following is an estimated list of what will be needed for different renovations projects.

1. **Roof Repairs:** Roofing Shingles, Felt underlayment, Plywood for Decking, Roofing nails, Hip & Ridge Shingles, Roofing rolls and roofing edging with Water barrier weather lock.
2. **Window and Door Replacement:** Replacing broken or non-working windows(unsafe). Material for window sill, sealant, nail/screws, 2x4's, etc. Doors: exterior doors (Front and Back) that need replacing, will need to be measured to fit. Interior doors: Bedroom, Bathroom, and Closet doors that need replacing. Purchase of nails/screws, latches, door knob sets, paint and anything else needed.
3. **Interior repairs:** Drywalls, stucco, primer and paint, replacing trims for doors, windows or baseboards, nails/screws, drywall tape, and 2x4s.
4. **Bathrooms Repairs:** Replacing bath tub with handicap accessible shower, replacing shower fixtures, replacing toilet and sink with fixtures. Replacing floor tile where needed, replacing light fixture and fans and installing green boards drywall. Redoing the waterlines for sinks, showers or toilets, pipes, fixtures and tape/sealants.

5. **Floor Repair:** Ripping out of carpet and replacing carpet with laminate floor tiles in some homes and in other it is just replacing floor tiles, floor adhesive, and underlayment. Purchasing of laminate tiles or square tiles. In some homes there will be a need to replacing damaged floor boards with new plywood and retiling it. Purchases of nails/screws and door floor boards at entrances.
6. **Minor Repairs:** Filling in cracks in ceiling, fixing window trimmings, repairing holes in walls with drywalls and paint. Ceiling water leaks: Drywall, insulation, stucco, nails/screws and paint.

**5. Cost:**

The project cost for the Home Renovation for Community Members will be \$1,278,504.00.

# Frequently Bought Together

Select	<b>This Item</b>	Select	Select	Select	Select
<b>Best Seller</b>	<b>Best Seller</b>	<b>Best Seller</b>			
USG Sheetrock Brand 1/2 in. x 4 ft. x ... ★★★★★ (4587)	USG Sheetrock Brand 4.5 gal. All... ★★★★★ (1037)	USG Sheetrock Brand 2-1/16 in. x 25.... ★★★★★ (456)	USG Sheetrock Brand 1/2 in. x 4 ft. x ... ★★★★★ (1295)	USG Sheetrock Brand 2 in. x 4 ft. x ... ★★★	USG Sheetrock Brand 2 in. x 4 ft. x ... ★★★
<b>\$15<sup>98</sup></b> Buy 60 or more \$13.42	<b>\$22<sup>74</sup></b>	<b>\$4<sup>68</sup></b>	<b>\$22<sup>98</sup></b>		

Subtotal: **\$70<sup>06</sup>**

Wall Repair

## **DOOR/ WINDOW REPLACEMENT**

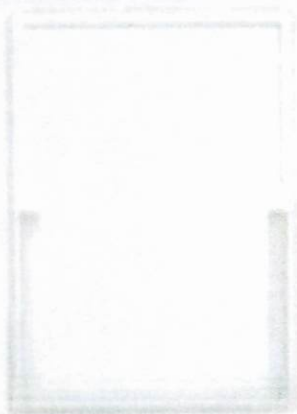
**30 in. x 80 in. 6 Panel Right-Handed Hollow-Core Textured Primed Composite Single Prehung Interior Door**



\$136.00

- Hollow-core composite resists warping, shrinking and cracking
- Single bored for your choice of lockset (sold separately)
- Comes primed and ready to paint
- [View More Details](#)

**V-2500 Series White Vinyl Single Hung Window with Colonial Grids/Grilles**



From \$352.75, depending on size.

## **BATHROOM REPAIR (some items)**

**2-Piece 1.28 GPF High Efficiency Single Flush Round Toilet in White**



**\$94<sup>00</sup>**

### **Specifications**

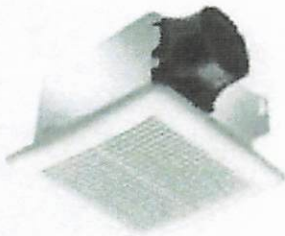
Dimensions: H 32.5 in, W 18.13 in, D 27.5 in

**Extra Thick Reinforced Toilet Wax Ring with Plastic Horn and Zinc-Plated Toilet Bolts**



**\$6.98**

**GreenBuilder Series 80 CFM Wall or Ceiling Bathroom Exhaust Fan, Energy Star**



**\$79<sup>14</sup>**



**Revel 48 in. x 70 in. Frameless Pivot Shower Door in Bright Polished Silver with Handle**



**\$574<sup>00</sup>**

**Foundations 4 in. Center set 2-Handle Bathroom Faucet in Chrome**



**\$39.00**

**Aragon 2-Handle 1-Spray Shower Faucet in Chrome (Valve Included)**



**\$89.00**

## ROOFING REPAIR

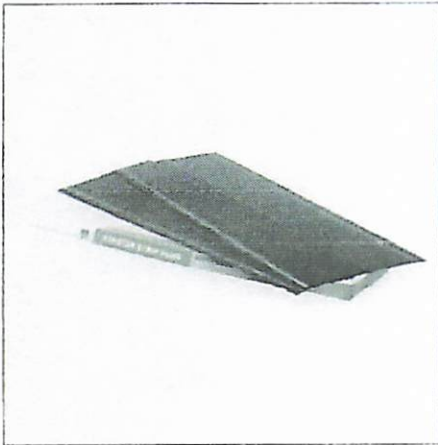


**Owens Corning**

**Oakridge Estate Gray Laminate Architectural Roofing Shingles (32.8 sq. ft. Per Bundle)**

Covers 32.8 pieces (\$1.20 /piece)    \$39.47 /bundle

Buy 39 or more \$35.52



**Owens Corning**

**Starter Strip Plus Starter Shingle (105 lin. ft.)** \$42.28/bundle



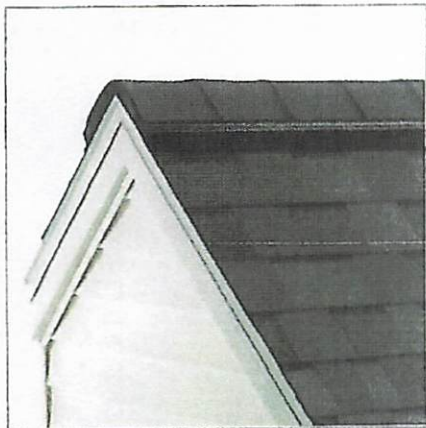
**Owens Corning**

**ProArmor 1001 sq. ft. Synthetic Roof Underlayment Roll** \$99.98/roll



**Grip-Rite**

**Grip Rite 1-1/4 in. Smooth Galvanized Coil Roofing Nails (7200-Pack)** \$4998



Owens Corning

ProEdge Estate Gray Algae Resistant Hip and Ridge Roofing Shingles (33 in. ft.  
Per Bundle) \$69.97/bundle

Subtotal: \$301.68

**NOTE: These Items are not all items need for homes but is a list of what repairs or replacements might be need in homes.**

## **ATTACHMENTS**

- **ARPA Community Home Renovation Application**
- **ARPA Community Home Renovation Assessment Form**

# ARPA Home Renovation Application

Date: \_\_\_\_\_

Head of Household: \_\_\_\_\_  
 Spouse: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Rural Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 \_\_\_\_\_

CIB: \_\_\_\_\_  
 Spouse CIB: \_\_\_\_\_

Phone # \_\_\_\_\_  
 Email Address: \_\_\_\_\_

### 1. FAMILY COMPOSTION

#### A. Family size

	# of family members in the Unit
	# of Chrildren under 18 yrs old
	# of Adults over 18 yrs old
	# of bedroom(s)

#### B. Charateristics

	# of Elderly over 65
	# of Disable Member
	# of Non-Native American
	OTHER

#### C. Military Status

Veteran	Y/N
Active	Y/N
Non Veteran	Y/N

#### D. Employment Status

Head of Household	Y/N
Spouse	Y/N
Other(s)	Y/N

E. Disabled Person in Household: Yes/No

F. Any Family members with a Health Condition: Yes/No  
 # of family members with health illness in household: \_\_\_\_\_  
 Type of health condition/illness: \_\_\_\_\_

### 3. RESIDENCE AND RELOCATION STATUS

Did family relocate? Yes/No  
 If yes, where to? \_\_\_\_\_

### 4. HOMESITE INFORMATION

A. Homesite Lease: Yes/No/Pending  
 B. HSL General Info.  
 HSL No. \_\_\_\_\_  
 GPS: Lat. \_\_\_\_\_

C. Grazing Permit Yes/No  
 Long \_\_\_\_\_ Acres: \_\_\_\_\_  
 Permit # \_\_\_\_\_ # of units \_\_\_\_\_

**5. OWNERSHIP STATUS**

A. Primary Residence

Yes/No

B. Type of House

- Fixed Foundation
- Modular
- Hogan
- Other

Year Built \_\_\_\_\_

Home built by \_\_\_\_\_

Size of House (Sq. Ft.) \_\_\_\_\_

Size of Hogan (Sq. Ft.) \_\_\_\_\_

No. of Bathrooms \_\_\_\_\_ Sink Y/N Tub/shower Y/N Toilet Y/N

No. of Bedrooms \_\_\_\_\_

C. Unit Built By

- ONHIR
- NHA
- Veteran Serv.
- Housing Serv.
- Other

Comments

**6. EXTERIOR WALLS**

Type of Walls

Stud Stucco	Block	Block Stucco	Mobile	Brick	Brick Stud t-1	Other

Condition of Wall: Poor/Unsafe    Fair Condition    Good Condition

**7. INTERIOR WALLS**

CONDITION	Livingroom	Kitchen	Bd Rm 1	Bd Rm 2	Bd Rm 3	Br Rm 4	Restroom
Poor & Unsafe							
Fair							
Good							
Open							
Framed							
Sheetrock							
Painted							

**8. INSULATION**

Type of wall insulation: \_\_\_\_\_

Condition: \_\_\_\_\_

**9. HEATING SYSTEM**

Type of heating: \_\_\_\_\_

Condition: \_\_\_\_\_

**10. FLOORING**

Type of flooring: \_\_\_\_\_

Condition: \_\_\_\_\_

**11. FOUNDATION**

Type of foundation: \_\_\_\_\_

Condition: \_\_\_\_\_

**12. WINDOWS**

# of windows \_\_\_\_\_

Condition: \_\_\_\_\_





**Tsidi To'ii Chapter  
ARPA Community Housing Renovation**

**Assessment Sheet**

**Direction: Mark all that applies in each category.**

**Indicate score on right column and add downward.**

							Total Points										
1)	Family Size	1-2 (1pt) <input type="checkbox"/>	3-4 (2pt) <input type="checkbox"/>	5-6 (3pt) <input type="checkbox"/>	7-8 (4pt) <input type="checkbox"/>	9+ (5pt) <input type="checkbox"/>											
2)	Living Condition: (1 pt each)																
		Overcrowded	<input type="checkbox"/>														
		Unsafe	<input type="checkbox"/>														
		Unsanitary	<input type="checkbox"/>														
3)	Elderly	<input type="checkbox"/> YES	<input type="checkbox"/> NO	(1 pt "YES", 0 pt for "NO")													
4)	Handicap/Disabled	<input type="checkbox"/> Yes	<input type="checkbox"/> NO	(1 pt "YES", 0 pt for "NO")													
5)	Yearly Income: 1 pt	<input style="width: 100px;" type="text"/>		Source of Income:	<input style="width: 200px;" type="text"/>												
<b>CONDITION OF HOME (1 pt for each box checked, except for None)</b>																	
6)	Exterior:																
	Walls	<input type="checkbox"/>	Windows	<input type="checkbox"/>	Doors	<input type="checkbox"/>	Roof	<input type="checkbox"/>	None	<input type="checkbox"/>							
7)	Interior: (1 pt for each box checked, except for None)																
	* Kitchen																
	Walls	<input type="checkbox"/>	Windows	<input type="checkbox"/>	Doors	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Ceiling	<input type="checkbox"/>	Cabinet	<input type="checkbox"/>	Sink	<input type="checkbox"/>	None	<input type="checkbox"/>	
	* Living Room																
	Walls	<input type="checkbox"/>	Windows	<input type="checkbox"/>	Doors	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Ceiling	<input type="checkbox"/>	None	<input type="checkbox"/>					
	* Dining Room																
	Walls	<input type="checkbox"/>	Windows	<input type="checkbox"/>	Doors	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Ceiling	<input type="checkbox"/>	None	<input type="checkbox"/>					
	* Bedroom																
	Walls	<input type="checkbox"/>	Windows	<input type="checkbox"/>	Doors	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Ceiling	<input type="checkbox"/>	None	<input type="checkbox"/>					
	* Bathroom																
	Walls	<input type="checkbox"/>	Windows	<input type="checkbox"/>	Doors	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Ceiling	<input type="checkbox"/>	Tub/Shower	<input type="checkbox"/>	Sink	<input type="checkbox"/>	None	<input type="checkbox"/>	
8)	Homesite Lease:																
	Completed (1 pt)	<input type="checkbox"/>	In Progress (.5 pt)	<input type="checkbox"/>	None (0 pt)	<input type="checkbox"/>											
<b>Grand Total</b>																	

Ranking Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

Home Renovation for  
Community Members  
(2.18)

FY 2023

THE NAVAJO NATION  
PROGRAM BUDGET SUMMARY

Page      of       
BUDGET FORM 1

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>Toldi To'il (Birdsprings) Chapter</u>		Division/Branch: <u>Home Renovation Div. Comm. Development</u>	
Prepared By: <u>Dolly Wagoner, CM</u>		Phone No.: <u>928.686.3233</u>		Email Address: <u>birdsprings@navajochapters.org</u>	

PART II. FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
ARPA Home Renovation for CM	01/03/23-12/30/25	1,278,504.00	100%	2001 Personnel Expenses	6 AH	0 AH	198,504 AH	198,504 AH
				3000 Travel Expenses				
				3500 Meeting Expenses				
				4000 Supplies				
				5000 Lease and Rental				
				5500 Communications and Utilities				
				6000 Repairs and Maintenance				
				6500 Contractual Services				
				7000 Special Transactions				
				8000 Public Assistance	Y6	0 AH	1,080,000 AH	1,080,000 AH
				9000 Capital Outlay				
				9500 Matching Funds				
				9500 Indirect Cost				
<b>TOTAL:</b>						0 AH	1,278,504.00	1,278,504.00 AH

PART IV. POSITIONS AND VEHICLES		(D)	(E)
Total # of Positions Budgeted:		0 AH	9
Total # of Vehicles Budgeted:		0 AH	0

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

SUBMITTED BY: <u>Sonlatsa Jim-Martin, Department Manager II</u> Program Manager's Printed Name <u>Sonlatsa Jim</u> 12/20/2022 Program Manager's Signature and Date	APPROVED BY: <u>Dr. Pearl Yellowman, Division Director</u> Division Director / Branch Chief's Printed Name <u>Pearl Yellowman 11.28.22</u> Division Director / Branch Chief's Signature and Date
---	---

FY 2025  
All

THE NAVAJO NATION  
PROGRAM PERFORMANCE CRITERIA

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

PART I. PROGRAM INFORMATION:									
Business Unit No.: <u>NEW</u>			Program Name/Title: <u>Tsidi To'ii (Birdsprings) Chapter</u>			<u>Home Renovations</u>			
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:									
PART III. PROGRAM PERFORMANCE CRITERIA:									
		1st QTR		2nd QTR		3rd QTR		4th QTR	
		Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement:									
Provide housing renovation, modification to community residents.									
Program Performance Measure/Objective:									
Conduct Surveys, Identify community members in need of home renovation for safe living.		18		18		18		17	
2. Goal Statement:									
Identify community members that need improvement to homes.									
Program Performance Measure/Objective:									
Conduct a survey or assessment to identify homes that need renovation.		71							
3. Goal Statement:									
Obtain materials needed to complete renovations of homes.									
Program Performance Measure/Objective:									
Get listing of items for homes, get price quotations and delivery materials for renovations.		18		18		18		17	
4. Goal Statement:									
Hire temporary labors to complete & assist with home renovation and chapter improvement									
Program Performance Measure/Objective:									
Provided employment to community member labors to assist in completing projects		6							
5. Goal Statement:									
Program Performance Measure/Objective:									
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.									
<u>Sonlatsa Jim-Martin, Department Manager II</u> Program Manager's Printed Name <u>Sonlatsa Jim</u> 12/20/2022 Program Manager's Signature and Date					<u>Dr. Pearl Yellowman, Division Director</u> Division Director/Branch Chief's Printed Name <u>Pearl Yellowman 11.28.22</u> Division Director/Branch Chief's Signature and Date				

Birdsprings Chapter Home Renov.

FY 2023

THE NAVAJO NATION  
LISTING OF POSITIONS AND ASSIGNMENTS BY BUSINESS UNIT

Page \_\_\_ of \_\_\_  
BUDGET FORM 3

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2022 ACTUAL		FY 2023 PROPOSED	
						G/S	SALARY	HOURS	BUDGET
1001 NEW		Labor		VACANT	Birdsprings			2000	30,000.00
1002 NEW		Labor		VACANT	Birdsprings			2000	30,000.00
1003 NEW		Labor		VACANT	Birdsprings			2000	30,000.00
1004 NEW		Labor		VACANT	Birdsprings			2000	30,000.00
1005 NEW		Labor		VACANT	Birdsprings			2000	30,000.00
1008 NEW		Labor		VACANT	Birdsprings			2000	30,000.00

FY 2023  
*AK*

THE NAVAJO NATION  
 DETAILED BUDGET AND JUSTIFICATION

Page      of       
 BUDGET FORM 4

PART I. PROGRAM INFORMATION:  
 Program Name/Title: Birdsprings Chapter - Home Renovations *AK* Business Unit No.: New *AK*

PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
2001 <i>AK</i>	Personnel Expenses <i>AK</i>		198,504 <i>AK</i>
2810 <i>AK</i>	Temporary <i>AK</i>		
	2520 Person - Temporary FT <i>AK</i>	180,000 <i>AK</i>	
	↳ Temporary Employees x 2000 hours each = \$180,000 <i>AK</i>		
2910 <i>AK</i>	FICA <i>AK</i>	13,770 <i>AK</i>	
	2912 FICA <i>AK</i>		
	\$180,000 x 6.2% = \$11,160 <i>AK</i>		
	2914 Medicare <i>AK</i>		
	\$180,000 x 1.45% = \$2,610 <i>AK</i>		
2950 <i>AK</i>	Unemployment Tax <i>AK</i>	3,294 <i>AK</i>	
	2951 State Unemployment Tax <i>AK</i>		
	\$180,000 x 1.82% = \$3,294 <i>AK</i>		
2960 <i>AK</i>	Worker's Comp <i>AK</i>	1,440 <i>AK</i>	
	2961 Worker's Comp - Self <i>AK</i>		
	\$180,000/100 x 0.8 = \$1,440 <i>AK</i>		
8000 <i>AK</i>	Public Assistance <i>AK</i>		1,080,000 <i>AK</i>
8500 <i>AK</i>	Infrastructure (non cap) <i>AK</i>	1,080,000 <i>AK</i>	
	8510 Housing Construction Materials <i>AK</i>		
TOTAL		1,278,504 <i>AK</i>	1,278,504 <i>AK</i>

*AK* *AK*

**THE NAVAJO NATION  
PROJECT BUDGET SCHEDULE**

<b>PART I. Business Unit No.:</b> <u>Naw</u>										<b>PART II. Project Information</b> Project Title: <u>Birdsprings Chapter - Home Renovation for Community Members</u> Project Type: <u>Renovation</u> Project Description: <u>Delegate Regional Projects Plan</u> Planned Start Date: <u>5/1/2023</u> Planned End Date: <u>9/30/2026</u> Project Manager: <u>Div of Community Development</u>																							
Check one box: <input checked="" type="checkbox"/> Original Budget <input type="checkbox"/> Budget Revision <input type="checkbox"/> Budget Reallocation <input type="checkbox"/> Budget Modification																																	
<b>PART III.</b> List Project Task separately; such as Plan, Design, Construct, Equip or Furnish.	<b>PART IV. Use Fiscal Year (FY) Quarters to complete the information below. O = Oct.; N = Nov.; D = Dec., etc.</b>																		Expected Completion Date if project exceeds 8 FY.Qtrs.														
	FY <u>2023</u>									FY <u>2024</u>									Date <u>2026</u>														
	1st Qtr.			2nd Qtr.			3rd Qtr.			4th Qtr.			1st Qtr.			2nd Qtr.			3rd Qtr.			4th Qtr.											
	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M			
Setting Up Business Units - OMB																																	
Procurement (Bidding, Contracts)																																	
Labor and Construction Phase																																	
Project Close Outs																																	
<b>PART V.</b>	\$			\$			\$			\$			\$			\$			\$			\$			PROJECT TOTAL								
Expected Quarterly Expenditures							10%												90%									100%					

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



\*\*\* NEW BUDGET \*\*\*

NAVAJO NATION  
Job Status Inquiry Print

Job K2115156 US TREASURY-BSPRINGS CHIP UPGRD  
Project

Cost Code	Cost Type	Description	I P M D E C U M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
	1710	Program Revenue	6 B N	190,000.00-	190,000.00-			190,000.00-		1.00
	1710	Program Revenue	6 T	190,000.00-	190,000.00-			190,000.00-		1.00
	1705	C/G Revenue	5 T	190,000.00-	190,000.00-			190,000.00-		1.00
	1700	External C/G Revenue Sourc	4 T	190,000.00-	190,000.00-			190,000.00-		1.00
	1000	Revenues	3 T	190,000.00-	190,000.00-			190,000.00-		1.00
	4200	Non Capital Assets	6 B N	50,000.00	50,000.00			50,000.00		1.00
	4200	Non Capital Assets	6 T	50,000.00	50,000.00			50,000.00		1.00
	4100	Office Supplies & Equipme	5 T	50,000.00	50,000.00			50,000.00		1.00
	4000	Supplies	4 T	50,000.00	50,000.00			50,000.00		1.00
	6200	External Contractors	6 B N	140,000.00	140,000.00			140,000.00		1.00
	6200	External Contractors	6 T	140,000.00	140,000.00			140,000.00		1.00
	6100	Plant, Property & Equipme	5 T	140,000.00	140,000.00			140,000.00		1.00
	6000	Repairs & Maintenance	4 T	140,000.00	140,000.00			140,000.00		1.00
	2000	Expenses	3 T	190,000.00	190,000.00			190,000.00		1.00

**SUBRECIPIENT AGREEMENT**

**Between**

**THE NAVAJO NATION**

**And**

**Birdsprings Chapter**

**Appendix C**

**Disbursement Schedule**

The Navajo Nation will make an initial disbursement to the Birdsprings Chapter from the following K-accounts, of 20% of the total amount, then 20% for the second, third, fourth and fifth disbursements.

	<b>K2115158 Home Renovation</b>	<b>Total Disbursement Amount</b>
1st Disbursement at 20%	\$ 255,700.80	\$ 255,700.80
2nd Disbursement at 20%	\$ 255,700.80	\$ 255,700.80
3rd Disbursement at 20%	\$ 255,700.80	\$ 255,700.80
4th Disbursement at 20%	\$ 255,700.80	\$ 255,700.80
5th Disbursement at 20%	\$ 255,700.80	\$ 255,700.80
	\$ 1,278,504.00	\$ 1,278,504.00

**\*In accordance with this Subrecipient Agreement, paragraph 6, "The SUBRECIPIENT must provide documentation that it has obligated or expended 75% of its prior disbursement installment before OOC 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 Off the Administrative Oversight, and OOC that OOC release the next disbursement installment prior to the of that twelve-month period."**

Concurrence:

  
\_\_\_\_\_  
Arbin Mitchell, Division Director

Navajo Nation Division of Community Development

Home Renovation for  
Community Members  
(2.18)



NAVAJO NATION DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH  
Attorney General

HEATHER CLAH  
Deputy Attorney General

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

RFS/HK Review #: HK0366-2

Date & Time Received: 01/17/2023 at 14:33

Date & Time of Response: 23 January 2023; 1:02 pm

Entity Requesting FRF: Tsidi To'ii (Birdsprings) Chapter

Title of Project: Home Renovation for Community Members

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$1,278,504.00

Eligibility Determination:

- FRF eligible
- FRF ineligible
- Additional information requested

FRF Eligibility Category:

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

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

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

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

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
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Name of DOJ Reviewer: Adjua Adjei-Danso

Signature of DOJ Reviewer: Adjua Adjei-Danso

Digitally signed by Adjua Adjei-Danso  
Date: 2024.01.23 13:55:53 -0700

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

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

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

**Part 1. Identification of parties.**

Governance-Certified Chapter requesting FRF: Tsidi To'ii (Birdsprings) Chapter Date prepared: 9/23/2022

Chapter's mailing address: HC-61 Box K Winslow, AZ 86047 phone & email: (928) 686-3233  
website (if any): birdsprings@navajochapters.org

This Form prepared by: Dolly Wagoner phone/email: (928) 686-3233  
Chapter Manager dwagoner@nnchapter.org  
CONTACT PERSON'S name and title CONTACT PERSON'S title

Title and type of Project: Home Renovation for Community Members

Chapter President: Vernice Wagner phone & email: 928-266-7818/wagnervernice69@gmail.com  
Chapter Vice President: Geneva Sangster phone & email: 928-587-4732/geneva.sang59@gmail.com  
Chapter Secretary: Mitzi Begay phone & email: 602-339-8867/mitzi.begay@nnchapter.org  
Chapter Treasurer: Mitzi Begay phone & email: Same  
Chapter Manager or CSC: Dolly Wagoner phone & email: 928-686-3233/dwagoner@nnchapter.org  
DCD/Chapter ASO: Eunice Begay, SPPS phone & email: 928-654-3433/ebegay@nndcd.org

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): Home Improvements material vendors and PEP temporary employees  document attached

Amount of FRF requested: \$1,278,504.00 FRF funding period: January 3, 2023 - December 30, 2026  
Indicate Project starting and ending dates to the 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:

**There are many homes in the Tsidi To'ii Chapter community that are structurally unsafe to live in. A portion of the ARPA Chapter Funding will be used for home reovations for Tsidi To'ii community members; Roof repair, Window replacements, Doors (interior/exterior), Sidings replacement, Drywall, Floor tile replacement, Painting (interior/exterior), Kitchen renovation, etc.**

document attached

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

**Tsidi To'ii Chapter will assist community members with dilapidated homes with reovations to bring their homes to acceptable living conditions. Priority will be emphasized to homes of repairs only and to assist the elderlies, handicap individuals, and multi generational family homes. An estimate of 71+ homes will be identifies for this project.**

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:

See attach timeline. Approved Chapter resolution and comprehensive budget.

document attached

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

Dolly Wagoner, Chapter Manager & Jeannie James, Admin Assistant.  
Oversite only of project: Vernice Wagner, Chapter President and Mitzi Begay, Sec/Treasurer

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:

Tsidi To'ii Chapter will do a one time assistance for families, thereafter it's homeowners responsibility to maintain or upkeep their home.

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:

Appendix A 3.12 Housing Support: Other Housing Assistance  
Tsidi To'ii Chapter will assist community members with dilapidated homes with renovations to bring it to acceptable living conditions. To assist the elderly, handicap, and multi generation population families. The goal is to provide families with safe living conditions during and post Covid conditions.

document attached

**Part 3. Additional documents.**

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

See attach timeline. Approved Chapter resolution and comprehensive budget.

Chapter Resolution attached

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


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

Chapter's Preparer:   
signature of Program CONTACT PERSON

Approved by:   
signature of Chapter President (or Vice President)

Approved by:   
signature of Chapter Manager or CSC

Approved by:  12/20/2022  
signature of DCD Chapter ASO

Approved to submit for Review:   
signature of DCD Director





**Other Comments: This is an FRF eligible project, however further information is being requested to provide a full evaluation:**

**1. What is the eligibility criteria for households to seek assistance? For example, will it be limited to households physically located within the Chapter or households in need of certain kinds of assistance? Eligibility Criteria: Home must be located within the Birdsprings Chapter Boundary. Home must be in need of minor to major renovation to meet safety and health purposes. Home Owner must be a member of the Birdsprings Community. Home owner must use dwelling as a primary residence for more than a year. A homesite lease required unless home was built more than 10 years ago. No Income requirement.**

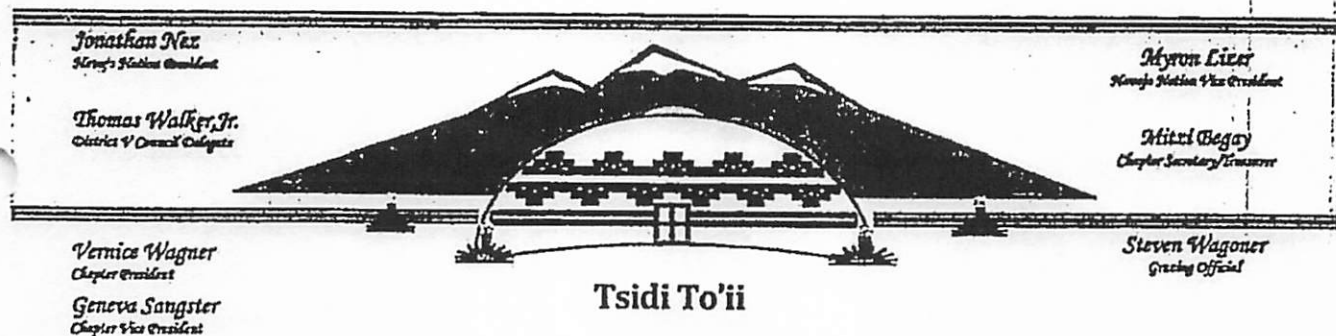
**2. Will all those eligible receive assistance or will households or particular projects be prioritized given limited resources? Those that meet eligibility will get a one-time assistance of up to \$15,000.00 for renovation of their home, but, elders, the disabled and multi-generational homes will be a priority.**

**3. Is there a maximum amount or limit that households will receive in terms of goods and services? A maximum of \$15,000.00 per home for cost of materials. Cost maybe lower due to the type of renovation is needed per home. Ex: Home needs only windows at \$250.00 per window is \$1000.00. That home will only be assisted with \$1,000.00. Labor will be provided by the chapter.**

**4. Will households receive cash assistance or will the Chapter be responsible for providing goods and services? No cash assistance. The chapter will be responsible for the purchase of materials and labor will be hired by chapter utilizing a portion of the ARPA funds.**

**5. Will all assistance be related to home renovations (e.g. roof repair, window replacements, doors (interior and exterior), siding replacement, drywall, floor tile replacement, painting (interior and exterior), and kitchen renovation)? Please describe any other assistance that may be eligible. Yes, The project will concentrate on renovation of homes. Which will include a bathroom renovation those homeowners that do not qualify under any other Bathroom Addition/Assistance. Bathroom must already exist for renovation, such as installation of toilet, sink, floor and shower for cleanliness. Cost or assistance per home will not change with the inclusion of the Bathroom renovation.**

**6. Please explain how painting, floor tile replacements, and kitchen renovations relate to the homes being structurally unsafe to live in? Painting: When substandard drywalls and exterior panels are replaced, paint needs to be applied to finish off the walls and extend the life of the materials as well as act as a sealant from the cold and heat. If dry walls are not finished, it will fall apart and give off dust which will become a health hazard when inhale. Floor tile replacement: chipped and cracked tiles cause a tripping hazard for elders, disabled persons, children etc., thus, floor tile replacement will be needed for safety. Kitchen renovation: this is so homeowners can have adequate place to prepare healthy and nutritional meals as well as sanitize cookware/utensils/food. All the above renovations along with others listed in Question #5 are to assist homeowners with the needed materials to upgrade their homes making it safe and sanitary while eliminating and combating COVID-19.**



**RESOLUTION OF TSIDI TO'II CHAPTER  
WESTERN NAVAJO AGENCY**

Resolution No: TT-008-2022

**APPROVING AND ADOPTING THE ARPA CHAPTER ALLOCATION  
OF \$1,760,468.00 TO MITIGATE COVID – 19 HEALTH CONCERNS  
OF THE TSIDI TO'II CHAPTER COMMUNITY.**

**WHEREAS:**

1. Pursuant to 26 N.N.C., Section 3 (A), the Tsidi To'ii (Birdsprings) Chapter is a duly recognized chapter of the Navajo Nation Government, as listed at 11 N.N.C., Part 1, Section 10, and
2. The Tsidi To'ii (Birdsprings) Chapter is a certified chapter government of the Navajo Nation in accordance with the Navajo Nation Local Governance Act, 26 N.N.C., Section 1 (B); thereby, vested with the authority to protect and promote the general health, safety, and welfare of the Chapter membership; and
3. As a Certified Chapter, Title 26, Chapter 1, Subchapter 1, Section 1 B.2, was established for purposes of chapters, such as Tsidi To'ii Chapter to make decisions over local matters. This authority, improves community decision making, allows communities to excel and flourish, and enables local leadership to implement the goals and objectives of the community; and
4. The Tsidi To'ii (Birdsprings) Chapter has as prioritized and outlined ARPA Chapter Projects in which the ARPA Chapter Allocation will be used to assist the community of Tsidi To'ii (Birdsprings) Chapter; and
5. Tsidi To'ii (Birdsprings) Chapter approves and adopts the ARPA Chapter Allocation of \$1,760,468.00 for the ARPA Chapter Projects to mitigate COVID 19 health and safety issues and concerns of the Tsidi To'ii Chapter Community

## CERTIFICATION

We, hereby, certify that the foregoing resolution was considered at a dully call chapter meeting at Tsidi To'ii Chapter, Navajo Nation, where a quorum was presented and the same was passed by a vote of 6 in favor, 0 opposed, and 0 abstained, this 20th day of September, 2022.

Motion by: Mitzi Begay

Second by: Jeannie James

Vernice Wagner  
Vernice Wagner, Chapter President

Mitzi Begay  
Mitzi Begay, Chapter Secretary/Treasurer

Geneva Sangster  
Geneva Sangster, Vice President

Steven Wagoner  
Steven Wagoner, Grazing Officer

Thomas Walker Jr.  
Thomas Walker Jr., Council Delegate



**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-08-23 *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 Casey Allen Johnson's Delegate Region (Chapters: Cameron, Coalmine Canyon, Birdsprings, Leupp, Tolani Lake)*

Dear Speaker Curley,

I am pleased to sign into law this resolution CAP-08-23 approving the Fiscal Recovery Funds Delegate Regional Project Plan for Honorable Johnson's Delegate Region in the amount of \$8,252,337.

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 CASEY ALLEN JOHNSON'S DELEGATE REGION  
(CHAPTERS: CAMERON, COALMINE CANYON, BIRDSPRINGS, LEUPP, TOLANI  
LAKE)**

**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. Casey Allen Johnson's Delegate Region Projects Plan, attached as Exhibit A, have been deemed Fiscal Recovery Fund eligible by NNDOJ. In addition, Hon. Casey

Allen Johnson'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. Casey Allen Johnson's Delegate Region Chapters and communities to approve and adopt the Navajo Nation Fiscal Recovery Fund Delegate Region Project Plan for Hon. Casey Allen Johnson's Delegate Region (Chapters: Cameron, Coalmine Canyon, Birdsprings, Leupp, Tolani Lake) as set forth in Exhibit A.

**SECTION THREE. APPROVAL OF HON. CASEY ALLEN JOHNSON'S DELEGATE REGION PROJECT PLAN**

- A. The Navajo Nation hereby approves the Fiscal Recovery Fund Delegate Region Project Plan for Hon. Casey Allen Johnson's Delegate Region (Chapters: Cameron, Coalmine Canyon, Birdsprings, Leupp, Tolani Lake) 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

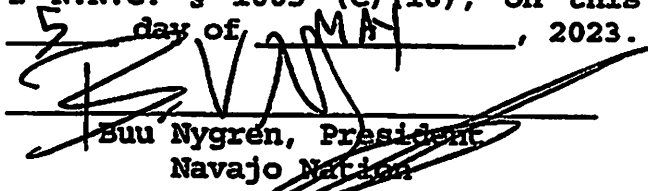
Motion: Honorable Helena Nez Begay  
Second: Honorable Shaandiin Parrish

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 5 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 Casey Allen Johnson**

**CHAPTERS: Cameron, Coalmine Canyon, Birdsprings, Leupp, Tolani Lake**

<b>FUNDING RECIPIENT</b>	<b>SUBRECIPIENT</b>	<b>EXPENDITURE PLAN / PROJECT</b>	<b>ADMIN OVERSIGHT</b>	<b>FRF CATEGORY</b>	<b>DOJ REVIEW #</b>	<b>AMOUNT</b>
Division of Community Development	None Identified	Cameron Chapter South Tappan Powerline Extension Project	Division of Community Development	2.18	HK0337	\$ 1,760,468.00
Division of Community Development	*Birdsprings Chapter	Birdsprings Chapter Warehouse Upgrade	Division of Community Development	6.1	HK0364	\$ 190,000.00
Division of Community Development	*Birdsprings Chapter	Birdsprings Chapter Dome Repair and Modification	Division of Community Development	1.4	HK0365	\$ 291,961.00
Division of Community Development	*Birdsprings Chapter	Birdsprings Chapter Home Renovation for Community Members	Division of Community Development	2.18	HK0366-2	\$ 1,278,504.00
Division of Community Development	None Identified	Tolani Lake Chapter House Wiring Project	Division of Community Development	2.18	HK0367	\$ 70,000.00
Division of Community Development	None Identified	Tolani Lake Chapter 1.5 PPE (Storage) Warehouse	Division of Community Development	6.1	HK0368	\$ 1,055,000.00
Division of Community Development	None Identified	Tolani Lake Chapter Dump Truck and Trailer Purchase	Division of Community Development	6.1	HK0369	\$ 135,468.00
Division of Community Development	None Identified	Coalmine Chapter Warehouse Project	Division of Community Development	6.1	HK0387	\$ 450,000.00
Division of Community Development	None Identified	Coalmine Chapter Septic Sewage Tank Clean-Outs	Division of Community Development	5.5	HK0388	\$ 50,000.00
Division of Community Development	None Identified	Coalmine Chapter Bathroom Additions	Division of Community Development	1.14	HK0389	\$ 1,260,468.00
<p><b>*Per CJN-28-22, 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."</b></p>						<p align="right"><b>TOTAL: \$ 6,541,869.00</b></p>

**NAVAJO NATION FISCAL RECOVERY FUND DELEGATE REGION PROJECT PLAN**



**COUNCIL DELEGATE: Delegate Casey Allen Johnson**

**CHAPTERS: Cameron, Coalmine Canyon, Birdsprings, Leupp, Tolani Lake**

FUNDING RECIPIENT	SUBRECIPIENT	EXPENDITURE PLAN / PROJECT	ADMIN OVERSIGHT	FRF CATEGORY	DOJ REVIEW #	AMOUNT
		<b>TOTAL AMOUNT from PAGE 01</b>				<b>\$ 6,541,869.00</b>
Division of Community Development	*Leupp Chapter	Leupp Chapter Heavy Equipment and Fleet Vehicle Purchase	Division of Community Development	6.1	HK0398	\$ 1,156,600.00
Division of Community Development	*Leupp Chapter	Leupp Chapter Warehouse	Division of Community Development	1.14	HK0399	\$ 185,000.00
Division of Community Development	*Leupp Chapter	Leupp Chapter Senior Center Renovation	Division of Community Development	2.22	HK0400	\$ 81,000.00
Division of Community Development	*Leupp Chapter	Leupp Chapter House Renovation Project	Division of Community Development	2.22	HK0401	\$ 287,868.00
		<b>UN-ALLOCATED AMOUNT</b>				<b>\$ 550,003.00</b>
<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."</b>						<b>TOTAL: \$ 8,802,340.00</b>

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(c) and 603(c) 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 subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

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



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

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

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

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

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official:

**PAPERWORK REDUCTION ACT NOTICE**

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**ARPA/NNFRF Business Units Information**  
**Approved Regional Chapter Plans**  
**Financial Status as of June 15, 2023**

83. **K2115156: US TREASURY - BSPRINGS CHP UPGRD**

Trial Balance Ledger Comparison Report As of June 15, 2023

Level of Detail 6

OBJ ACCT	DESCRIPTION	Bdgt Ledger (JA)		Actuals Ldgr (AA)	Purchng Ldgr (PA)	Trial Balance
		ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
4200	Non Capital Assets	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
6200	External Contractors	\$ 140,000.00	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00
<b>TOTAL:</b>		<b>\$ 190,000.00</b>	<b>\$ 190,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,000.00</b>

84. **K2115157: US TREASURY - BSPRINGS CHP DOME**

Trial Balance Ledger Comparison Report As of June 15, 2023

Level of Detail 6

OBJ ACCT	DESCRIPTION	Bdgt Ledger (JA)		Actuals Ldgr (AA)	Purchng Ldgr (PA)	Trial Balance
		ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
2310	Temporary	\$ 8,960.00	\$ 8,960.00	\$ -	\$ -	\$ 8,960.00
2900	Fringe Benefits	\$ 921.00	\$ 921.00	\$ -	\$ -	\$ 921.00
<b>PERSONNEL SUB-TOTAL:</b>		<b>\$ 9,881.00</b>	<b>\$ 9,881.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,881.00</b>

OBJ ACCT	DESCRIPTION	ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
4200	Non Capital Assets	\$ 57,080.00	\$ 57,080.00	\$ -	\$ -	\$ 57,080.00
6020	Supplies	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
6520	Consulting	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
<b>OPERATING SUB-TOTAL:</b>		<b>\$ 282,080.00</b>	<b>\$ 282,080.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 282,080.00</b>
<b>TOTAL:</b>		<b>\$ 291,961.00</b>	<b>\$ 291,961.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 291,961.00</b>

**ARPA/NNFRF Business Units Information**  
**Approved Regional Chapter Plans**  
**Financial Status as of June 15, 2023**

85. **K2115158: US TREASURY - BSPRINGS CHP HM RE**

Trial Balance Ledger Comparison Report As of June 15, 2023

Level of Detail 6

OBJ ACCT	DESCRIPTION	Bdgt Ledger (JA)		Actuals Ldgr (AA)	Purchng Ldgr (PA)	Trial Balance
		ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
2310	Temporary	\$ 180,000.00	\$ 180,000.00	\$ -	\$ -	\$ 180,000.00
2900	Fringe Benefits	\$ 18,504.00	\$ 18,504.00	\$ -	\$ -	\$ 18,504.00
<b>PERSONNEL SUB-TOTAL :</b>		<b>\$ 198,504.00</b>	<b>\$ 198,504.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 198,504.00</b>
OBJ ACCT	DESCRIPTION	ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
8500	Infrastrure (non cap)	\$ 1,080,000.00	\$ 1,080,000.00	\$ -	\$ -	\$ 1,080,000.00
<b>OPERATING SUB-TOTAL :</b>		<b>\$ 1,080,000.00</b>	<b>\$ 1,080,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,080,000.00</b>
<b>TOTAL :</b>		<b>\$ 1,278,504.00</b>	<b>\$ 1,278,504.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 1,278,504.00</b>

86. **K2115159: US TREASURY - TOLANI LK CHP WIRE**

Trial Balance Ledger Comparison Report As of June 15, 2023

Level of Detail 6

OBJ ACCT	DESCRIPTION	Bdgt Ledger (JA)		Actuals Ldgr (AA)	Purchng Ldgr (PA)	Trial Balance
		ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
6520	Consulting	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00
<b>TOTAL :</b>		<b>\$ 70,000.00</b>	<b>\$ 70,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70,000.00</b>

87. **K2115160: US TREASURY - TOLANI LK CHP PPE**

Trial Balance Ledger Comparison Report As of June 15, 2023

Level of Detail 6

OBJ ACCT	DESCRIPTION	Bdgt Ledger (JA)		Actuals Ldgr (AA)	Purchng Ldgr (PA)	Trial Balance
		ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE
6960	Subcontracted Services	\$ 1,055,000.00	\$ 1,055,000.00	\$ -	\$ -	\$ 1,055,000.00
<b>TOTAL :</b>		<b>\$ 1,055,000.00</b>	<b>\$ 1,055,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,055,000.00</b>

**ARPA/NNFRF Business Units Information**  
**Approved Regional Chapter Projects**  
**Financial Status as of June 15, 2023**

**SUMMARY by BUSINESS UNITS**

BU#	Fed Exp Category	Responsible NN Dept	DESCRIPTION	ORIGINAL BUDGET	REVISED BUDGET	ACTUAL EXPENSES	ENCUMBERED/ COMMITTED	BALANCE	EXPND %	LGA Certification	
77	K2115150	2.18	DCD	US TREASURY - TOHATCHI WIRING	\$ 91,445.00	\$ 91,445.00	\$ -	\$ -	\$ 91,445.00	0.0%	Not Certified
78	K2115151	5.05	DCD	US TREASURY - TOHATCHI SEPTIC	\$ 950,918.00	\$ 950,918.00	\$ -	\$ -	\$ 950,918.00	0.0%	Not Certified
79	K2115152	5.11	DCD	US TREASURY - TOHATCHI WATERLINE	\$ 278,000.00	\$ 278,000.00	\$ -	\$ -	\$ 278,000.00	0.0%	Not Certified
80	K2115153	2.18	DCD	US TREASURY - NASHCHTTI WIRING	\$ 525,000.00	\$ 525,000.00	\$ -	\$ -	\$ 525,000.00	0.0%	11/22/10
81	K2115154	2.35	DCD	US TREASURY - SHONTO HOTEL PROJ	\$ 3,487,559.00	\$ 3,487,559.00	\$ -	\$ -	\$ 3,487,559.00	0.0%	9/22/99
82	K2115155	2.18	DCD	US TREASURY - CAMERON CHP S TAPP	\$ 1,760,468.00	\$ 1,760,468.00	\$ -	\$ -	\$ 1,760,468.00	0.0%	Not Certified
83	K2115156	6.1	DCD	US TREASURY - BSPRINGS CHP UPGRD	\$ 190,000.00	\$ 190,000.00	\$ -	\$ -	\$ 190,000.00	0.0%	7/11/11
84	K2115157	1.04	DCD	US TREASURY - BSPRINGS CHP DOME	\$ 291,961.00	\$ 291,961.00	\$ -	\$ -	\$ 291,961.00	0.0%	7/11/11
85	K2115158	2.18	DCD	US TREASURY - BSPRINGS CHP HM RE	\$ 1,278,504.00	\$ 1,278,504.00	\$ -	\$ -	\$ 1,278,504.00	0.0%	7/11/11
86	K2115159	2.18	DCD	US TREASURY - TOLANI LK CHP WIRE	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	0.0%	Not Certified
87	K2115160	6.1	DCD	US TREASURY - TOLANI LK CHP PPE	\$ 1,055,000.00	\$ 1,055,000.00	\$ -	\$ -	\$ 1,055,000.00	0.0%	Not Certified
88	K2115161	6.1	DCD	US TREASURY - TOLANI LK CHP DUMP	\$ 135,468.00	\$ 135,468.00	\$ -	\$ -	\$ 135,468.00	0.0%	Not Certified
89	K2115162	6.1	DCD	US TREASURY - COALMINE CHP WARE	\$ 450,000.00	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00	0.0%	Not Certified
90	K2115163	5.05	DCD	US TREASURY - COALMINE CHP SEPTI	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.0%	Not Certified
91	K2115164	1.14	DCD	US TREASURY - COALMINE CHP BATHR	\$ 1,260,468.00	\$ 1,260,468.00	\$ -	\$ -	\$ 1,260,468.00	0.0%	Not Certified
92	K2115165	6.1	DCD	US TREASURY - LEUPP CHP HEAVY EQ	\$ 1,156,600.00	\$ 1,156,600.00	\$ -	\$ -	\$ 1,156,600.00	0.0%	7/11/11
93	K2115166	1.14	DCD	US TREASURY - LEUPP CHP WAREHS	\$ 185,000.00	\$ 185,000.00	\$ -	\$ -	\$ 185,000.00	0.0%	7/11/11
94	K2115167	2.22	DCD	US TREASURY - LEUPP CHP SR CTR	\$ 81,000.00	\$ 81,000.00	\$ -	\$ -	\$ 81,000.00	0.0%	7/11/11
95	K2115168	2.22	DCD	US TREASURY - LEUPP CHP RENOVATI	\$ 287,868.00	\$ 287,868.00	\$ -	\$ -	\$ 287,868.00	0.0%	7/11/11
96	K2115169	4.01	DCD	US TREASURY - CORNFIELDS CHP HZP	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0.0%	7/14/10
97	K2115170	6.1	DCD	US TREASURY - KINDAHLICHI WRHS	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.0%	12/29/10
98	K2115171	5.05	DCD	US TREASURY - KINDAHLICHI CH W	\$ 420,000.00	\$ 420,000.00	\$ -	\$ -	\$ 420,000.00	0.0%	12/29/10
99	K2115172	2.15	DCD	US TREASURY - B/GAP AFF HSNB	\$ 1,760,468.00	\$ 1,760,468.00	\$ -	\$ -	\$ 1,760,468.00	0.0%	12/21/10
100	K2115173	6.1	DCD	US TREASURY - LECHEE CH WAREHS	\$ 230,500.00	\$ 230,500.00	\$ -	\$ -	\$ 230,500.00	0.0%	1/31/12
101	K2115174	6.1	DCD	US TREASURY - CMINE CH CEMETARY	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	0.0%	Not Certified
102	K2115175	6.1	DCD	US TREASURY - CMINE CH TRK/TRL	\$ 160,000.00	\$ 160,000.00	\$ -	\$ -	\$ 160,000.00	0.0%	Not Certified
103	K2115176	1.05	DCD	US TREASURY - CMINE CH PPE	\$ 44,468.00	\$ 44,468.00	\$ -	\$ -	\$ 44,468.00	0.0%	Not Certified
104	K2115177	2.22	DCD	US TREASURY - CMINE CH EIA	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00	0.0%	Not Certified
105	K2115178	6.1	DCD	US TREASURY - CMINE CH PPE WHSE	\$ 1,400,000.00	\$ 1,400,000.00	\$ -	\$ -	\$ 1,400,000.00	0.0%	Not Certified
106	K2115179	6.1	DCD	US TREASURY - KAIBETO CH N TRL	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0.0%	Not Certified
107	K2115180	6.1	DCD	US TREASURY - KAIBETO CH WHSE UG	\$ 426,494.00	\$ 426,494.00	\$ -	\$ -	\$ 426,494.00	0.0%	Not Certified
108	K2115181	2.16	DCD	US TREASURY - KAIBETO CH TEMP	\$ 478,974.50	\$ 478,974.50	\$ -	\$ -	\$ 478,974.50	0.0%	Not Certified
109	K2115182	6.1	DCD	US TREASURY - KAIBETO CH VEH	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	0.0%	Not Certified
110	K2115183	1.14	DCD	US TREASURY - RAMAH TRNSFR STAT	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	0.0%	Not Certified
111	K2115184	1.04	DCD	US TREASURY - IYANBITO CH HSE SR	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	0.0%	Not Certified
112	K2115185	2.18	DCD	US TREASURY - THOREAU CH WD-STV	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.0%	Not Certified
113	K2115186	1.04	DCD	US TREASURY - THOREAU CH FC C19	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.0%	Not Certified
114	K2115187	2.18	DCD	US TREASURY - THOREAU CH WD/WD PL	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0.0%	Not Certified
115	K2115188	3.01	DCD	US TREASURY - MARIANO LK EMG SRV	\$ 112,209.12	\$ 112,209.12	\$ -	\$ -	\$ 112,209.12	0.0%	Not Certified

\* CJN-29-22, § 3

Summary

# Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds





# 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 interim final rule (“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 IFR and its eligible use categories. On January 6, 2022, the U.S. Department of the Treasury (“Treasury”) adopted the final rule implementing the SLFRF program. The final rule became effective on April 1, 2022. Prior to the final rule effective date, the IFR remained in effect; funds used consistently with the IFR while it was in effect were in compliance with the SLFRF program. However, recipients could choose to take advantage of the 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 IFR and the final rule.

To support recipients in complying with the final rule, this reporting guidance reflects the final rule 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 [final rule](#), other program guidance including the [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 \(“Uniform Guidance” or 2 CFR Part 200\)](#), and [2021 SLFRF Compliance Supplement – Technical Update and 2022 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
B. Statutory Eligible Uses.....	P. 4
C. Treasury’s Final Rule.....	P. 5
D. Uniform Guidance (2 CFR Part 200).....	P. 7
E. Award Terms and Conditions.....	P. 11



## Part 2: Reporting Requirements

This section provides information on the reporting requirements for the SLFRF program.

A. Interim Report.....	P. 16
B. Project and Expenditure Report.....	P. 17
C. Recovery Plan Performance Report.....	P. 34
Appendix 1: Expenditure Categories.....	P. 42
Appendix 2: Evidenced-Based Intervention Additional Information.....	P. 47
Appendix 3: Expenditure Categories under the Interim Final Rule.....	P. 48

OMB Control Number: 1505-0271

OMB Expiration Date: 04/30/2025

### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this guidance is as follows: 30 minutes for Title VI Assurances, 2 hours per response for the Interim Report, 6 hours per response for the Project and Expenditure Report and 100 hours per response for the Recovery Plan Performance Report (if applicable). 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.



## Part 1: General Guidance

This section provides an orientation on recipients' compliance responsibilities and Treasury's expectations and recommended best practices where appropriate under the SLFRF program.

Recipients under the SLFRF program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive an SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's interim final rule and final rule, applicable federal statutes, regulations, and reporting requirements.

### A. Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- Treasury encourages recipients to use SLFRF-funded projects to advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in [Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government](#); and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per [Memorandum M-21-20](#) and [Memorandum M-20-21](#).

### B. Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an interim final rule in May 2021 and the [final rule](#) on January 6, 2022 to implement these eligible use categories and other restrictions on the use of funds under the SLFRF





- Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
- Total NEU reference budget (as submitted by the NEU to the State or territory as part of the request for funding)
- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the state deemed ineligible.

For each eligible NEU that declined funding and requested a transfer to the state under Section 603(c)(4) of the Social Security Act, the state or territory must also attach a form signed by the NEU, as detailed in the [Guidance on Distributions of Funds to Non-Entitlement Units of Local Government](#).

**Appendix 1: Expenditure Categories**

Treasury's final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients began reporting on a broader set of eligible uses and associated Expenditure Categories ("EC"), starting with the April 2022 Project and Expenditure Report than they did in their interim reports, initial Recovery Plans, and January Project and Expenditure Report. The table below includes the new Expenditure Categories, as well as a reference to previous Expenditure Categories aligned with the interim final rule and used for reporting before this date.

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

\*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section above for details)

Expenditure Category	EC <sup>28</sup>	Previous EC <sup>29</sup>
<b>1: Public Health</b>		
<b>COVID-19 Mitigation &amp; Prevention</b>		
COVID-19 Vaccination <sup>^</sup>	1.1	1.1
COVID-19 Testing <sup>^</sup>	1.2	1.2
COVID-19 Contact Tracing <sup>^</sup>	1.3	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.) <sup>^</sup>	1.4	1.4
Personal Protective Equipment <sup>^</sup>	1.5	1.5
Medical Expenses (including Alternative Care Facilities) <sup>^</sup>	1.6	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) <sup>^</sup>	1.7	1.8
COVID-19 Assistance to Small Businesses <sup>^</sup>	1.8	-
COVID 19 Assistance to Non-Profits <sup>^</sup>	1.9	-
COVID-19 Aid to Impacted Industries <sup>^</sup>	1.10	-
<b>Community Violence Interventions</b>		
Community Violence Interventions <sup>^</sup>	1.11	3.16
<b>Behavioral Health</b>		
Mental Health Services <sup>^</sup>	1.12	1.10
Substance Use Services <sup>^</sup>	1.13	1.11
<b>Other</b>		
Other Public Health Services <sup>^</sup>	1.14	1.12
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-	1.7
<b>2: Negative Economic Impacts</b>		
<b>Assistance to Households</b>		
Household Assistance: Food Programs <sup>^</sup>	2.1	2.1

<sup>28</sup> Under the final rule to be used starting with April 2022 reports

<sup>29</sup> Under the interim final rule to be used in Interim Report and January 2022 Project and Expenditure Report



Expenditure Category	EC <sup>28</sup>	Previous EC <sup>29</sup>
Household Assistance: Rent, Mortgage, and Utility Aid* <sup>^</sup>	2.2	2.2
Household Assistance: Cash Transfers* <sup>^</sup>	2.3	2.3
Household Assistance: Internet Access Programs* <sup>^</sup>	2.4	2.4
Household Assistance: Paid Sick and Medical Leave <sup>^</sup>	2.5	-
Household Assistance: Health Insurance* <sup>^</sup>	2.6	-
Household Assistance: Services for Un/Unbanked* <sup>^</sup>	2.7	-
Household Assistance: Survivor's Benefits <sup>^</sup>	2.8	-
Unemployment Benefits or Cash Assistance to Unemployed Workers* <sup>^</sup>	2.9	2.6
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)* <sup>^</sup>	2.10	2.7
Healthy Childhood Environments: Child Care* <sup>^</sup>	2.11	3.6
Healthy Childhood Environments: Home Visiting* <sup>^</sup>	2.12	3.7
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* <sup>^</sup>	2.13	3.8
Healthy Childhood Environments: Early Learning* <sup>^</sup>	2.14	3.1
Long-term Housing Security: Affordable Housing* <sup>^</sup>	2.15	3.10
Long-term Housing Security: Services for Unhoused Persons* <sup>^</sup>	2.16	3.11
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities* <sup>^</sup>	2.17	-
Housing Support: Other Housing Assistance* <sup>^</sup>	2.18	3.12
Social Determinants of Health: Community Health Workers or Benefits Navigators* <sup>^</sup>	2.19	3.14
Social Determinants of Health: Lead Remediation* <sup>^</sup>	2.20	3.15
Medical Facilities for Disproportionately Impacted Communities <sup>^</sup>	2.21	-
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety <sup>^</sup>	2.22	-
Strong Healthy Communities: Demolition and Rehabilitation of Properties <sup>^</sup>	2.23	-
Addressing Educational Disparities: Aid to High-Poverty Districts <sup>^</sup>	2.24	3.2
Addressing Educational Disparities: Academic, Social, and Emotional Services* <sup>^</sup>	2.25	3.3
Addressing Educational Disparities: Mental Health Services* <sup>^</sup>	2.26	3.4
Addressing Impacts of Lost Instructional Time <sup>^</sup>	2.27	-
Contributions to UI Trust Funds <sup>^</sup>	2.28	2.8
<b>Assistance to Small Businesses</b>		
Loans or Grants to Mitigate Financial Hardship <sup>^</sup>	2.29	2.9
Technical Assistance, Counseling, or Business Planning* <sup>^</sup>	2.30	
Rehabilitation of Commercial Properties or Other Improvements <sup>^</sup>	2.31	-
Business Incubators and Start-Up or Expansion Assistance* <sup>^</sup>	2.32	
Enhanced Support to Microbusinesses* <sup>^</sup>	2.33	
<b>Assistance to Non-Profits</b>		
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) <sup>^</sup>	2.34	2.10
<b>Aid to Impacted Industries</b>		
Aid to Tourism, Travel, or Hospitality <sup>^</sup>	2.35	2.11
Aid to Other Impacted Industries <sup>^</sup>	2.36	2.12
<b>Other</b>		
Economic Impact Assistance: Other* <sup>^</sup>	2.37	2.13
Household Assistance: Eviction Prevention* <sup>^</sup>	-	2.5
Education Assistance: Other* <sup>^</sup>	-	3.5



Expenditure Category	EC <sup>28</sup>	Previous EC <sup>29</sup>
Healthy Childhood Environments: Other*^	-	3.9
Social Determinants of Health: Other*^	-	3.13
<b>3: Public Health-Negative Economic Impact: Public Sector Capacity</b>		
<b>General Provisions</b>		
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1	1.9
Public Sector Workforce: Rehiring Public Sector Staff	3.2	2.14
Public Sector Workforce: Other	3.3	-
Public Sector Capacity: Effective Service Delivery	3.4	7.2
Public Sector Capacity: Administrative Needs	3.5	-
<b>4: Premium Pay</b>		
Public Sector Employees	4.1	4.1
Private Sector: Grants to Other Employers	4.2	4.2
<b>5: Infrastructure</b>		
<b>Water and Sewer</b>		
Clean Water: Centralized Wastewater Treatment	5.1	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2	5.2
Clean Water: Decentralized Wastewater	5.3	5.3
Clean Water: Combined Sewer Overflows	5.4	5.4
Clean Water: Other Sewer Infrastructure	5.5	5.5
Clean Water: Stormwater	5.6	5.6
Clean Water: Energy Conservation	5.7	5.7
Clean Water: Water Conservation	5.8	5.8
Clean Water: Nonpoint Source	5.9	5.9
Drinking water: Treatment	5.10	5.10
Drinking water: Transmission & Distribution	5.11	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12	5.12
Drinking water: Source	5.13	5.13
Drinking water: Storage	5.14	5.14
Drinking water: Other water infrastructure	5.15	5.15
Water and Sewer: Private Wells	5.16	-
Water and Sewer: IJJA Bureau of Reclamation Match	5.17	-
Water and Sewer: Other	5.18	-
<b>Broadband</b>		
Broadband: "Last Mile" projects	5.19	5.16
Broadband: IJJA Match	5.20	-
Broadband: Other projects	5.21	5.17
<b>6: Revenue Replacement</b>		
Provision of Government Services	6.1	6.1
Non-federal Match for Other Federal Programs	6.2	-
<b>7: Administrative</b>		
Administrative Expenses	7.1	7.1
Transfers to Other Units of Government	7.2	7.3
Transfers to Non-entitlement Units (States and territories only)	-	7.4



Treasury has prepared the additional guidance below to support recipients in implementing the new expenditure categories. This table includes only those previous expenditure categories that are changing under the new structure, aligned with the final rule.

January 2022 Expenditure Categories	April 2022 Guidance
<b>1: Public Health</b>	
1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	EC removed, capital expenditures can be designated in any relevant PH-NEI EC (e.g., new hospital wing would be tracked under EC 1.4)
1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)	EC is 1.7
1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19	EC is 3.1
1.10 Mental Health Services*	EC is 1.12
1.11 Substance Use Services*	EC is 1.13
1.12 Other Public Health Services	EC is 1.14
<b>2: Negative Economic Impacts</b>	
2.5 Household Assistance: Eviction Prevention	EC is now included as part of 2.2
2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*	EC is 2.9
2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)*^	EC is 2.10
2.8 Contributions to UI Trust Funds	EC is 2.28
2.9 Small Business Economic Assistance (General)*^	If public-health related (e.g., providing rapid tests for small businesses), EC is 1.8; if related to negative economic impact eligible use (e.g., grants, technical assistance, rehabilitation, incubators, or microbusinesses), EC is 2.29-2.33
2.10 Aid to Nonprofit Organizations*	If public-health related (e.g., providing rapid tests for non-profits), EC is 1.9; if related to negative economic impact (e.g., grants to stabilize non-profit budget), EC is 2.34
2.11 Aid to Tourism, Travel, or Hospitality	EC is 2.35
2.12 Aid to Other Impacted Industries	EC is 2.36
2.13 Other Economic Support*^	EC is 2.37, re-named Other Economic Impact
2.14 Rehiring Public Sector Staff	EC is 3.2
<b>3: Services to Disproportionately Impacted Communities</b>	
3.1 Education Assistance: Early Learning*^	EC is 2.14
3.2 Education Assistance: Aid to High-Poverty Districts ^	EC is 2.24
3.3 Education Assistance: Academic Services*^	EC is 2.25, social and emotional services will now be tracked under this EC
3.4 Education Assistance: Social, Emotional, and Mental Health Services*^	EC is 2.26, if social and emotional services, EC is 2.25;



January 2022 Expenditure Categories	April 2022 Guidance
3.5 Education Assistance: Other*^	EC is 2.37, collected under Other Economic Impact
3.6 Healthy Childhood Environments: Child Care*^	EC is 2.11
3.7 Healthy Childhood Environments: Home Visiting*^	EC is 2.12
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	EC is 2.13
3.9 Healthy Childhood Environments: Other*^	EC is 2.37, collected under Other Economic Impact
3.10 Housing Support: Affordable Housing*^	EC is 2.15
3.11 Housing Support: Services for Unhoused Persons*^	EC is 2.16
3.12 Housing Support: Other Housing Assistance*^	EC is 2.18
3.13 Social Determinants of Health: Other*^	EC is 2.37, collected under Other Economic Impact
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators*^	EC is 2.19
3.15 Social Determinants of Health: Lead Remediation^	EC is 2.20
3.16 Social Determinants of Health: Community Violence Interventions*^	EC is 1.11
<b>5: Infrastructure</b>	
5.16 Broadband: "Last Mile" projects	EC is 5.19
5.17 Broadband: Other projects	EC is 5.20
<b>7: Administrative</b>	
7.2 Evaluation and Data Analysis	EC is 3.4 and has been renamed Effective Service Delivery
7.3 Transfers to Other Units of Government	EC is 7.2
7.4 Transfers to Non-entitlement Units (States and territories only)	To be separately reported as part of NEU/Non-UGLG module. Refer to Part 2 Section D.



## Appendix 2: Evidenced-Based Intervention Additional Information

### What is evidence-based?

For the purposes of the SLFRF, with the exception of investments in educational services (see additional information below), evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means that the evidence base can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn about and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

For investments in educational services, "evidence-based", consistent with the American Rescue Plan Act, has the meaning in section 8101(21) of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6301 *et seq.*). Please see page 16 of this [Frequently Asked Questions resource](#) on the Department of Education's Elementary and Secondary School Emergency Relief Programs and Governor's Emergency Education Relief Programs for more information.

**Appendix 3: Expenditure Categories aligned with the Interim Final Rule**

<b>1: Public Health</b>	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
<b>2: Negative Economic Impacts</b>	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
<b>3: Services to Disproportionately Impacted Communities</b>	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^





3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
<b>4: Premium Pay</b>	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
<b>5: Infrastructure</b>	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
<b>6: Revenue Replacement</b>	
6.1	Provision of Government Services
<b>7: Administrative</b>	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

**Revision Log**

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	<ul style="list-style-type: none"> <li>• Pg. 12, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion.</li> <li>• Pg. 13, revised the coverage period end date for the Interim Report from June 30, 2021 to July 31, 2021 to align with the IFR.</li> <li>• Pg. 13, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion.</li> <li>• Pg. 31, removed references to "summary level" with respect to Expenditure Categories in Appendix 1 to avoid confusion.</li> </ul>
1.1	September 30, 2021	<ul style="list-style-type: none"> <li>• Announced the extension in the Project and Expenditure Report submission date, originally due on October 31, 2021.</li> </ul>
2.0	November 5, 2021	<ul style="list-style-type: none"> <li>• Updated Subrecipient Monitoring section to clarify beneficiaries and recipients.</li> <li>• Updated references to Interim Final Rule comment period as comment period is closed.</li> <li>• Updated reporting tiers, thresholds and timelines in Part 2 Table 2, Reporting Requirements by recipient type, as well as Part 2 A and Part 2 B.</li> <li>• Updated reporting periods for Interim Report and Project and Expenditure reports.</li> <li>• Added concept of Adopted Budget to Project and Expenditure Report data fields.</li> <li>• Noted phase in of Required Programmatic Data in the Project and Expenditure Report.</li> <li>• Removed certain data fields from the Ineligible Activities: Tax Offset Provision under the Recovery Plan.</li> <li>• Separated reporting of NEU Distributions (for States and territories) from the Interim Report and Project and Expenditure Reports as information will be provided on an ongoing basis.</li> </ul>
2.1	November 15, 2021	<ul style="list-style-type: none"> <li>• Updated pages 9 and 11 to note that civil rights certification is not applicable to Tribal Governments.</li> </ul>
3.0	February 28, 2022	<ul style="list-style-type: none"> <li>• Updated to incorporate reporting updates under the final rule</li> </ul>
4.0	June 10, 2022	<ul style="list-style-type: none"> <li>• Updated Recovery Plan guidance to incorporate minor revisions</li> <li>• Updated language around certain data fields that were required for April 2022 reporting</li> <li>• Updated data fields for Ineligible Activities: Tax Offset Provision for the Project and Expenditure report</li> <li>• Updated Broadband data fields</li> </ul>
4.1	June 17, 2022	<ul style="list-style-type: none"> <li>• Updated clerical errors in Ineligible Activities: Tax Offset Provision</li> </ul>
4.2	August 15, 2022	<ul style="list-style-type: none"> <li>• Updated to clarify resources for Uniform Guidance applicability and add a reference to an alternative to the Single Audit available for eligible recipients</li> </ul>
5.0	September 20, 2022	<ul style="list-style-type: none"> <li>• Updated to note phase in of broadband location by location data fields</li> </ul>
5.1	June 6, 2023	<ul style="list-style-type: none"> <li>• Updated to include Fabric ID and Provider ID fields for broadband location by location data collection.</li> </ul>