

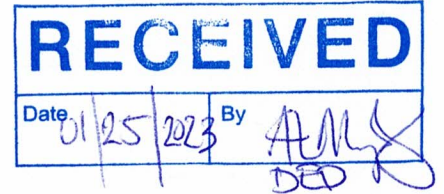


**DR. BUU NYGREN** *PRESIDENT*  
**RICHELLE MONTOYA** *VICE PRESIDENT*

**The Navajo Nation | Yideeskáądi Nitsáhákees**

Rec'd by Amly  
Date: 1/25/2023

**January 19, 2023**



**FOURTH WORLD DESIGN GROUP, LLC**

Kim Kanuho  
3324 East Ray Road #171  
Higley, Arizona 85236

**Reference: DOC 019984 – CO15819**

Dear Ms. Kanuho:

Attached, please find your executed Services Contract, **CO15819**. This Service Contract is with the Navajo Nation Economic Development. This Services Contract is approved in the amount of Ninety-Two Thousand Forty-Eight Dollars and Seventy-Five Cents (\$92,048.75).

This Services Contract will commence on February 01, 2023 and will terminate on February 29, 2024. Contract, **CO15819** must be referenced on all invoices, documents and correspondences as it relates to this contract.

Should you have any questions, please contact Tony Skrelunas, Division Director, Navajo Nation Division of Economic Development at 928.871.6544/6714.

Sincerely,

**THE NAVAJO NATION**

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

Xc: Tony Skrelunas, Division Director, Navajo Nation Division of Economic Development  
File/CO15819

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



December 28, 2022

Kim Kanuho, Principal-in-Charge  
Fourth World Design Group, LLC  
3324 E. Ray Road #171  
Higley, AZ 85236

RE: RFQ – Comprehensive Economic Development Strategy – Plan and Presentation

Dear Mrs. Kanuho,

The Division of Economic Development appreciates your time and effort in submitting a Request for Qualifications proposal to complete the Comprehensive Economic Development Strategy –Plan and Presentation.

Based upon the evaluation results, we are pleased to inform you that your firm, Fourth World Design Group, LLC, has been selected.

We look forward to working with your firm on this very important project for the betterment of the Navajo Nation economy.

Below please circle your decision and provide corresponding signatures that would indicate moving forward into the contract process. Once completed email a copy of this letter to [alishamurphy@navajo-nsn.gov](mailto:alishamurphy@navajo-nsn.gov) and mail the original copy to:

Navajo Nation Division of Economic Development  
Admin. Department  
Attn: Alisha L. Murphy, Economist  
100 Taylor Road  
St. Michaels, Arizona 86511

Sincerely,

THE NAVAJO NATION

A handwritten signature in blue ink, appearing to read "Alisha L. Murphy".

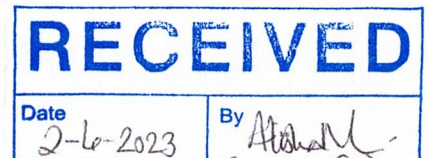
Alisha L. Murphy, Economist  
Administration Department  
Navajo Nation Division of Economic Development

YES /  NO - Acceptance

A handwritten signature in blue ink, appearing to read "Kim Kanuho".

Kim Kanuho, Principal-in-Charge  
Fourth World Design Group, LLC

DIVISION OF ECONOMIC DEVELOPMENT  
PO Box 663 Window Rock, AZ 86515  
office: (928) 871-6544 | fax: (928) 871-7381



FORM 1 (ADMINISTRATIVE PURPOSES ONLY)

SERVICES CONTRACT BETWEEN  
THE NAVAJO NATION  
AND  
Fourth World Design Group, LLC

*Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)*

3324 E. Ray Road # 171 Higley, AZ 85236

*Consultant's physical address, state and zip code*

(480) 454 - 4713

*Consultant's telephone number*

CONTRACT NO: \_\_\_\_\_

FOR THE PERIOD: BEGINNING February 01, 2023  
ENDING February 29, 2024

PAYMENTS TO BE MADE FROM:

Account:	<u>110001</u>	-	<u>6530</u>	Fees: \$	<u>80,500.00</u>
Account:	<u>110001</u>	-	<u>6540</u>	Expenses: \$	<u>6,718.75</u>
Account:	<u>110001</u>	-	<u>6530/6540</u>	Taxes: \$	<u>4,830.00</u>

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 92,048.75

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

- ATTACHMENT A – Mutual Promises and Agreements
- ATTACHMENT B – Scope of Work

EXHIBITS:

- EXHIBIT A – Accounting Codes and Budget
- EXHIBIT B – Consultant Credentials
- EXHIBIT C – Certificate of Insurance
- EXHIBIT D – \_\_\_\_\_
- EXHIBIT E – \_\_\_\_\_

Employer's Identification No.: 46 - 4236196

Or *this number must match Form W-9*

Consultant's Social Security No.: \_\_\_\_\_



## SERVICES CONTRACT

### ATTACHMENT A – Mutual Promises and Agreements

This Services Contract (“Contract”) is made and entered into by and between the Navajo Nation, hereinafter called the “NATION” and Fourth World Design Group, LLC, hereinafter called the “CONSULTANT.” Collectively, the NATION and the CONSULTANT are the “PARTIES.” The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning February 1, 2023, and ending February 29, 2024.
2. **Documents Constituting the Contract.** The following are to be considered collectively as one agreement/contract and the term Contract whenever used herein shall be deemed to include all such documents:
  - this ATTACHMENT A – Mutual Promises and Agreements;
  - ATTACHMENT B – Scope of Work (“Scope of Work”);
  - EXHIBIT A – Accounting Codes and Budget;
  - EXHIBIT B – Consultant Credentials;
  - EXHIBIT C – Certificate of Insurance; and (where applicable)
  - EXHIBIT D – \_\_\_\_\_; and
  - EXHIBIT E – \_\_\_\_\_.
3. **Scope of Work.** The CONSULTANT agrees to perform the services described in **ATTACHMENT B – Scope of Work**. Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
4. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ 92,048.75, as per **EXHIBIT A – Accounting Codes and Budget**, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18 below, for work performed within the territorial jurisdiction of the NATION.
5. **Authorized Representative.** The CONSULTANT shall work with the Alisha L. Murphy (*Contracting Program*), and its Authorized Representative, Kim Kanuho, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
6. **Contract Number.** Contract Number C- \_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
7. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. § 223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
8. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
9. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor. CONSULTANT agrees and



represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT 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, express or implied, on behalf of the other. The CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

10. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
11. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) 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 Contract; (b) 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 Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
12. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

*Insert the NATION'S and the CONSULTANT'S contact and contact information:*

<u>Division of Economic Division</u>	<u>Fourth World Design Group, LLC</u>
<u>Alisha L. Murphy</u>	<u>Kim Kanuho</u>
<u>P.O. Box 663</u>	<u>3324 E. Ray Road # 171</u>
<u>Window Rock, AZ 86515</u>	<u>Higley, AZ 85236</u>
<u>(928) 871- 6969</u>	<u>(480) 454 - 4713</u>

**NOTE:** The final invoice will be due within thirty (30) days after the Contract ends.

13. **Indemnification.** The CONSULTANT 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 Contract, 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.*

14. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. § 223(F).
15. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
16. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
17. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. § 3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. § 1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
18. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
19. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns



required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the NATION withholding amounts pursuant to this section in no way removes responsibility from the CONSULTANT as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The NATION shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The CONSULTANT is solely responsible for the payment of all applicable taxes.

20. **Consultant Debarment; Suspension.** If the CONSULTANT in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*, the CONSULTANT is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
21. **Insurance Coverage.** The CONSULTANT shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the entire term of the Contract. The insurance coverage shall name the NATION as an additional insured as specified by the RMP, and the CONSULTANT shall notify the contracting program 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. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**. The failure to fully comply with this provision shall render this Contract null and void.
22. **Conflicting and Additional Terms.** Any additional terms and conditions of the CONSULTANT are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the CONSULTANT'S additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

#### SIGNATURES OF THE CONTRACT

For the Consultant:

Kim Kanuho  
Fourth World Design Group, LLC  
Kim Kanuho  
3324 E. Ray Road # 171  
Higley, AZ 85236

For the Navajo Nation:

1/5/22 [Signature]  
Date Branch Chief  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515

01-09-2023  
Date



## NAVAJO NATION CERTIFICATE OF NON-COLLUSION

For Planning Services (service type) for the Comprehensive Economic Development Strategy (name) Project,  
located in the St. Michaels (Chapter) of the Navajo Nation, state of Arizona,  
County of Apache.

Kimberly Kanuho (signatory name), hereby says that:

1. He/she is the President (job title) of Fourth World Design Group LLC (Entity Name), the Entity that has submitted/is submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation for the above-named Project;
2. Is authorized to represent this Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Is fully informed with respect to the preparation and contents of the Proposal, Statement of Qualification, or Bid submitted by said Entity for the above-named Project, and with respect to all pertinent circumstances regarding submission of said Proposal, Statement of Qualification, or Bid to the Navajo Nation.
4. Said Proposal, Statement of Qualification, or Bid is genuine and not collusive or sham;
5. Said Entity has not in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to:
  - a. submit a sham Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract for which said Proposal, Statement of Qualification, or Bid was/is being submitted, or
  - b. refrain from submitting a Proposal, Statement of Qualification, or Bid to the Navajo Nation in connection with the proposed contract;
6. Said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to:
  - a. fix any price or fee relating to any Proposal, Statement of Qualification, or Bid of said Entity or of any other entity, bidder, or person, or
  - b. to fix any price, overhead, profit, reimbursement, or cost element of said Proposal, Statement of Qualification, or Bid, or that of any entity, bidder, or person;
7. Said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, bidder, or person interested in the proposed contract for the above-named Project;
8. All statements set forth herein, and in said Proposal, Statement of Qualification, or Bid submitted to the Navajo Nation, are true.

Kimberly Kanuho

Signature

Kimberly Kanuho

Digitally signed by Kimberly Kanuho  
Date: 2023.01.04 15:11:50 -07'00'

Printed Name

President

Job Title

Fourth World Design Group LLC

Name of Entity

3324 E. Ray Road #171

Higley, AZ 85236

Address of Entity

46-4236196

Entity Employer Identification Number (EIN)

**SERVICES CONTRACT**

**ATTACHMENT B – Scope of Work (include timeframe)**

FIRM NAME Fourth World Design Group, LLC  
ADDRESS 3324 E. Ray Road # 171  
Higley, AZ 85236  
TELEPHONE NO. (480) 454 - 4713



**NAVAJO NATION DIVISION OF ECONOMIC DEVELOPMENT**  
**Navajo Nation Comprehensive Economic Development Strategy - Plan and Presentation**  
**SCOPE OF WORK**

**PROJECT DESCRIPTION:**

The project is funded by the Navajo Nation Division of Economic Development. This project will be overseen by the Division of Economic Development Administration Department which will retain a consultant to develop an Economic Development Strategy for the Navajo Nation Division of Economic Development and perform relevant regional economic analysis that will aid in the completion of CEDS. The U.S. Economic Development Administration states that CEDS “contributes to effective economic development in America’s communities and regions through a locally based, regionally driven economic development planning process.” The DED strives to improve data collection and reporting thus making emphasizing conducting and completing the new CEDS that will set a precedent for following economic development analysis, planning, and development strategy for the betterment of the Navajo economy.

**SCOPE of SERVICES & WORK:**

Work to complete CEDS, identify Navajo Nation’s economic development strategies, and collect data that will be used to redefine what the future of economic development is for Navajo.

The scope of work is inclusive but not limited to the following:

- Plan and organize work sessions that provide a safe and conducive environment for collaboration among government partners, state representatives, organizations, other professionals, etc. 3 meeting minimum.
- Plan and conduct stakeholder meetings to gather information. Organization and presentation of data in the CEDS document is imperative. Present data in the CEDS document. 3 meeting minimum.
- Conduct regional studies on- and off-reservation. Collaboration and consultation to complete analysis of DED surveys; Navajo Hardship Consumer Impact Survey and Grant recipient small business/artisan survey.
- Provide a comprehensive demographic summary of the Navajo Nation, i.e.: population, labor force, unemployment rate, income per capita, educational attainment, housing information, etc. utilizing primary data initially.
- Examine the development and retention of businesses on the Navajo Nation.
- Close collaborative work with the economist to develop recommendations for boosting the Navajo economy.



- Deliverable: Consistent contact to provide progress reports both in writing and scheduled in-person or virtual meetings. At a minimum, monthly meetings for progress report with Ms. Murphy, Mr. Capitan, and other DED staff participants.
- Deliverable: Final draft for editing and review by the Administration Department, the economist, and Project Development.
- Deliverable: Must provide ten (10) Final Reports printed and bound copies to the economist.

Outline of new NNDED CEDS [tentative]

- I. Overview
- II. Socio-economic Assessment
  - a. Demographic overview
    - i. Population
      - 1. History population trends as compared to regional and national trends.
    - ii. Housing
    - iii. Utilities
      - 1. Inventory who has water/electricity access on Navajo Nation.
    - iv. Labor
      - 1. Navajo Nation labor inventory and employment changes.
      - 2. Growing and declining industries
      - 3. Earnings by job/industry and average.
    - v. Measures of comparison analysis – Navajo Nation needs to measure the Nation’s competitiveness and preparedness in terms of business location factors. This critical when companies choose a location to place or expand their business operations, they will select one that may provide the company significant change for long-term success. However, we need to ensure that the Nation’s benefits are just as important in that decision making.
      - 1. Gallup
      - 2. Flagstaff
      - 3. Page
      - 4. Farmington
- III. Challenges and opportunities
- IV. Plan of Action
  - a. Define economic development
  - b. NNDED vision, mission
  - c. Define focus areas
    - i. Examples include
      - 1. Infrastructure
      - 2. Broadband
      - 3. Housing
      - 4. Renewable energy
      - 5. Streamline BSL process
- V. Roles and responsibilities
- VI. Annual evaluation
  - a. Performance measures

{END}



**Estimated Fee Proposal:**

**Project: NNDED Comprehensive Economic Development Strategy (CEDs)**

**Timeframe: 9-12 months**

**Economic Planner Hourly Rate: \$150**

**Travel Rate: \$50**

<b>Economic Strategic Planning Administration:</b>	<b>Hrs</b>	
<b>Phase 1: Kick-Off, Data Collection &amp; Assess</b>	52	\$7,800.00
<i>Travel Hours</i>	10	\$500.00
		<b>\$8,300.00</b>
*Kick-Off Mtg, Proj Obj, Team, SOW and Schedule		
*Data Collect, Review, Asses, Program & Process		
* Schedule monthly progress mtgs		
*1 RoundTrip for Kick-Off Meeting		
 <b>Phase 2: Program &amp; Development CEDs</b>	308	\$46,200.00
<i>Travel Hours</i>	30	\$1,500.00
		<b>\$47,700.00</b>
*Work Sessions 1-3, Pre-Workshop, Post-Workshop		
*Overview, SWOT, Vision, Priorities, Goals & Objectives		
*Updated Demographics and Potential Projects		
*Materials - Agenda, PPT, Sign-In, Feedback		
*2-3 RoundTrip for Work Sessions		
 <b>Phase 3: Final CEDs Presentation &amp; Document</b>	160	\$24,000.00
<i>Travel Hours</i>	10	\$500.00
		<b>\$24,500.00</b>
*Final Mtg, Final Pres and Final Document		
*1 Final Electronic Document & 10 Printed Copies		
*1 RoundTrip for Final Meeting		
 <b>Travel &amp; Reimbursable Expense Estimates</b>		
2022 GSA Mileage (\$1.00/mile)	\$	1,718.75
Air Flight Actual (ORT)	\$	-
Rental Vehicle Actual (\$150/0day)	\$	-
Hotel (\$150/0night)	\$	-
2022 GSA Meals & Incidentals (\$55/0days)	\$	-
Admin, Printing Final Doc	\$	5,000.00
<b>Total Reimbursables</b>	\$	<b>6,718.75</b>
 <b>Total Professional Services</b>		<b>\$80,500.00</b>
<b>Total Travel &amp; Reimbursable (Non-Taxable)</b>		<b>\$6,718.75</b>
<b>NN Tax (6%)</b>		<b>\$4,830.00</b>
<b>Overall Total:</b>		<b>\$92,048.75</b>

Note: 2022 Rates, 3 Work Sessions, Demographic Updates, Timeframe, New CEDs Requirements, Potential Project Reviews, Assessments, Final Reviews, and 10 Printed Copies

**Thank you for supporting a Navajo-owned business!**

**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

FIRM NAME Fourth World Design Group, LLC  
 ADDRESS 3324 E. Ray Road #171  
Higley, AZ 85236  
 TELEPHONE NO. (480) 454 - 4713

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
<u>110001 _6530</u>	<u>Consulting - Fees</u>	<u>\$ 80,500.00</u>
<u>110001 _6540</u>	<u>Consulting - Expense</u>	<u>\$ 6,718.75</u>
<u>110001 _6530/6540</u>	<u>Tax</u>	<u>\$ 4,830.00</u>
TOTAL CONSULTANT FEES AND EXPENSES:		<u>\$ 92,048.75</u>

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT**

*The detailed budget total must match the totals above and the totals on Page 1 of the Contract.*

Consider using the SAMPLE FORMULAS below:

\_\_\_\_\_ – *Cost Estimate – Fees*

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_

\_\_\_\_\_ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_

*Total Fees:* \$ \_\_\_\_\_

\_\_\_\_\_ – *Cost Estimate – Fees*

*Travel* ( \_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_

*Meals* ( \_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_

*Lodging* (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_

*Airfare* (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_

*Materials, supplies, and goods* (list each item and associated cost): \$ \_\_\_\_\_

*Total Expenses:* \$ \_\_\_\_\_



**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

FIRM NAME Fourth World Design Group, LLC  
ADDRESS 3324 E. Ray Road # 171  
Higley, AZ 85236  
TELEPHONE NO. (480) 454 - 4713

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

# KIM KANUHO

B. Qualifications  
3. Team Experience

## PRINCIPAL-IN-CHARGE FOURTH WORLD DESIGN GROUP LLC

Kim Kanuho is the President of Fourth World Design Group LLC (FWDG) and a member of the Navajo Nation born for the Tábaqáí (Water's Edge People) and Tódich'íinii (Bitter Water People) clan originally from Fort Defiance, AZ. FWDG is a Navajo woman-owned community planning consulting firm based in Gilbert, AZ. FWDG is dedicated to assisting Tribal Nations with their diverse community and economic development planning initiatives. Kim has fifteen years of experience working with Tribal Nations in the planning, design and construction field. Mrs. Kanuho is an alumna of Arizona State University's College of Design, where she received her Bachelor of Science in Urban Planning and a Master in Urban & Environmental Planning (MUEP). Mrs. Kanuho actively serves on the Diné Development Corporation Board, Construction in Indian Country Executive Board and recently received the 2019 Small Business Award from the American Indian Chamber of Commerce of AZ. Growing up on the Navajo Nation, Kim is passionate about utilizing her education, experience and cultural teachings to promote positive community and economic development planning for the future growth and development in creating self-sustaining Tribal Nations.



### Education

Master of Urban and Environmental Planning, Arizona State University.

Bachelor of Science in Urban Planning, Arizona State University.

Faculty Associate, School of Geographical Sciences and Urban Planning, Arizona State University.

### Training/Certifications/Registrations

Navajo Nation Priority-One Certification

### Affiliations

- American Planning Association
- American Planning Association Arizona Chapter
- Constructin in Indian Country
- American Indian Chamber of Commerce AZ
- Dineh Chamber of Commerce

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

FIRM NAME Fourth World Design Group, LLC  
ADDRESS 3324 E. Ray Road # 171  
Higley, AZ 85236  
TELEPHONE NO. (480) 454 - 4713

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed memorandum indicating that the attached Certificate of Insurance meets RMP's minimum insurance requirements.



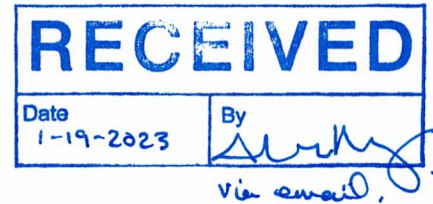



**DR. BUU NYGREN** *PRESIDENT*  
**RICHELLE MONTOYA** *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

**M E M O R A N D U M**

TO: Alisha L. Murphy, Economist  
DED - Administration



FROM:   
Dorothea Dedman, Insurance Claims Analyst  
Risk Management Program

DATE: January 19, 2023

SUBJECT: **INSURANCE MINIMUMS** – Fourth World Design Group, LLC and DED

Our office is in receipt of the above referenced document for 2nd review. Review focused primarily on the Certificate of Insurance. After further review, the Risk Management Program has the following comments:

1. The Navajo Nation should require the following minimum insurance requirements:
  - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
  - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
  - c. Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
  - d. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**
2. Additionally, the Navajo Nation should require the contractor to carry Professional Liability with limits no less than \$1,000,000 per claim, \$2,000,000 aggregate. This coverage should be on a claims made basis and the retro date should be no later than the start date of the project/agreement.
3. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
4. The Vendor/Contractor **has met** the recommended insurance minimums.

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

cc: I. Harlan Charley, Department Manager III, ISD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CREST INSURANCE GROUP LLC/PHS 59304502 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (A/C, No): (A/C, No, Ext):	
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC#	
<b>INSURED</b> FOURTH WORLD DESIGN GROUP, LLC 4706 E ASPEN WAY GILBERT AZ 85234-8839	<b>INSURER A:</b> Sentinel Insurance Company Ltd. 11000	
	<b>INSURER B:</b> Nutmeg Insurance Company 39608	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	59 SBA IR1467	06/07/2022	06/07/2023	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS			59 SBA IR1467	06/07/2022	06/07/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	
	UMBRELLA LIAB EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	59 WEC AD1N7E	04/10/2022	04/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	PROFESSIONAL LIABILITY			59 SBA IR1467	06/07/2022	06/07/2023	Occurrence Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy.

**CERTIFICATE HOLDER**

The Navajo Nation  
 PO Box 9000  
 WINDOW ROCK AZ 86515

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan F. Castaneda*

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