



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

The Navajo Nation | Yideeskáądi Nitsáhákees

May 19, 2023

MARGIE TSOSIE
PO BOX 1275
SAINT MICHAELS, AZ 86511

ATTENTION: MARGIE TSOSIE

REFERENCE: 164 Review 020169 / Contract

Dear Margie:

Attached please find your copy of the approved Contract (CO15966) with the Navajo Nation Judicial Branch. The Contract has been awarded in the amount of \$134,700.00. The term of the contract will commence on February 01, 2023, and expires November 30, 2026.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Raquel Chee at 928-514-7256.

Sincerely,

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

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Raquel Chee, Navajo Nation JB
Joseph Kaulaity, CA/Navajo Nation Office of the Controller
Contract Folder: CO15966

**FORM 1
(ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT
BETWEEN
THE NAVAJO NATION
AND
MARGIE TSOSIE**

*Post Office Box 1275
St. Michaels, Arizona 86511*

*Telephone No.: (505)210-6931
Email: mat42@nau.edu*

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING February 1, 2023
 ENDING November 30, 2026

PAYMENTS TO BE MADE FROM:	Account: K211518-6530	\$ <u>90,000.00</u>
	Account: K211518-6540	\$ <u>39,300.00</u>

Navajo Nation Taxes: Account K211518-6530	\$ <u>5,400.00</u>
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TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 134,700.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:
ATTACHMENT A – Mutual Promises and Agreements
ATTACHMENT B – Scope of Work

- EXHIBITS:
- EXHIBIT A – Budget
 - EXHIBIT B – Consultant Credentials
 - EXHIBIT C – Certificate of Insurance
 - EXHIBIT D – Affidavit of Service
 - EXHIBIT E – Debarment/Suspension Certification

Employer's Identification No.: 526-35-2063
W-9 form attached

SERVICES CONTRACT
ATTACHMENT A - Mutual Promises and Agreements

This Services Contract (“Contract”) is made and entered into by and between the Navajo Nation hereafter called the “**NATION**” and **MARGIE TSOSIE** 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 on, November 30, 2026.
2. **Scope of Work.** The **CONTRACTOR** agrees to perform the services described in **ATTACHMENT B - Scope of Work** (“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.
3. **Compensation.** The **NATION** agrees to compensate the **CONSULTANT** for services performed under this Contract by paying a sum not to exceed \$ 134,700.00 as per **EXHIBIT A – Accounting Codes and Budget**, to include the Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the **NATION**.
4. **Authorized Representative.** The **CONSULTANT** shall work with the NAVAJO NATION JUDICIAL BRANCH, under the direction of its Authorized Representative, Karen Francis, Acting Administrative Director of the Courts, 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.
5. **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.
6. **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 this Contract.
7. **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.
8. **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** is an independent contractor, and neither **CONTRACTOR** nor its employees

9. are, or shall be deemed, **NATION** employees. In its capacity as an independent contractor, **CONTRACTOR** 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. **Contract Information; Final Invoice.** Copies of all correspondence, reports and invoices under this Contract shall be furnished to:

MARGIE TSOSIE, Private Process Server
P.O. Box 1275
St. Michaels, Arizona 86511

Karen Francis, Acting Administrative
Director of the Courts
NAVAJO NATION JUDICIAL BRANCH
Post Office Box 520
Window Rock, Arizona 86515

NOTE: The final invoice will be due 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 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.*, and 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.

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.

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 days of any change in the insurance policy. Proof of such insurance

contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.

21. **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 CONTRACT

For the CONSULTANT:

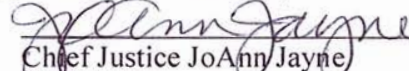


Margie Tosie
PRIVATE PROCESS SERVER
Post Office Box 1275.
St. Michaels, Arizona 86511

2/1/2023
Date

For the NAVAJO NATION:

received 5/4/21/2023



Chief Justice JoAnn Jayne
NAVAJO NATION JUDICIAL BRANCH
Post Office Box 520
Window Rock, Arizona 86515

5/8/2023
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME MARGIE TSOSIE
ADDRESS P.O. Box 1275
 St. Michaels, Arizona 86511
TELEPHONE NO. (505)210-6931
FAX NO. None

Section One: Purpose

A. Navajo Nation Fiscal Recovery Funds (FRF) funds have been allocated to the Judicial Branch through Legislation CJY-41-21 to fund the service of Private Process Servers (JBO-01-89) as an immediate solution to the backlog of cases caused by the global pandemic.

Section Two: Registry and Eligibility

- A. The eligible civil case type is: 1) Domestic Violence. Any cases involving weapons will be immediately referred to the Navajo Police Department for service. If other cases become eligible during the below identified time period, this section shall be updated.
- B. A Process Server must be currently registered with a Navajo Nation Judicial District.
- C. Registered Process Servers will be selected sequentially from the list kept at the District in which service is requested.
- D. Cases filed between March 11, 2021 and October 31, 2026 will be eligible for this service.

Section Three: Process

- A. A Court will contact a registered process server and make arrangements for the process server to obtain the petition. In most cases, an appointment will be made for the process server to pick-up the petition at the courthouse. Alternatively, if the process server has a printer at home, the Court may email the petition to the process server.
- B. The Court contacted process server completes the service.
- C. The following case types have specific procedures:
- 1) For Domestic Abuse Cases, the process server must return the “Affidavit of Service of Process” to the Court within ten (10) days of when it was received. If the process server made an unsuccessful attempt to serve within these ten (10) days, the process server must return the petition to the Court.
 - a. Each successful service must include an “Affidavit of Service of Process” (attached). The process server must sign the Affidavit of Service of Process under oath of the successful service; this Affidavit is not required to be notarized.
 - b. A Court clerk will certify the Affidavit when it is returned to the Court.

SERVICES CONTRACT

Section Four: Required Documents to Become a Registered Process Server

- A. A fully executed Professional Services Contract with an assigned contract number.
 - 1) Process Server Certification by a Navajo Nation Judicial Court;
 - 2) Signed, current W-9 form;
 - 3) Proof of general liability and auto insurance for review by the Risk Management Department. General liability coverage must be at \$1,000,000 per claim and \$2,000,000 aggregate for one year. Auto liability with a minimum of \$1,000,000 coverage is required; and
 - 4) Signed Debarment & Suspension Certification form

Section Five: Payment Process

- A. Monthly payment requests to include:
 - 1) Contract Number;
 - 2) One (01) original invoice, per month, that includes Navajo Nation Tax of 6% for services, only. POV mileage expenses are excluded from Navajo Nation Tax;
 - 3) Affidavit of service; and
 - 4) Mileage Log (if over 35 miles)
- B. Once a payment packet is complete, each month, the court will forward it within five (5) business days to the Senior Budget Analyst to process for payment under the contract.
- C. Court Administrator is responsible for reconciling their Process Server contracts, monthly, to ensure they are within the budget of the contract.

Section Six: Process Server Compensation

- A. This funding source will provide funds to pay the process server a flat fee of one-hundred and fifty dollars (\$150.00) for a successful service.
- B. Travel over thirty-five (35) miles, roundtrip, by the process server will be reimbursed up to four-hundred (400) miles traveled at the "Federal Privately-Owned Vehicle Rate" of \$0.585/mile, for a maximum of two (02) attempts. (This rate is subject to change and dependent on the Federal CONUS rates.) To calculate total miles traveled, start counting miles from the location where the petition was received and proceed directly to the place of service. Multiply this number by two (2) to get the total miles traveled by the process server. Total miles traveled amounting to less than thirty-five (35) miles will not be reimbursed. A Court should utilize process servers who are closest to the anticipated location of service.
- C. Reimbursement payment for total miles traveled and service of process payment(s) can take up to eight (8) weeks to be received.

SERVICES CONTRACT

EXHIBIT A – Budget – Accounting Codes and Budget

FIRM NAME MARGIE TSOSIE
 ADDRESS P.O. Box 1275
 St. Michaels, Arizona 86511

TELEPHONE NO. (505)210-6931

- A. This funding source will provide funds to pay the process server a flat fee of one-hundred and fifty dollars (\$150.00) for a successful service.
- B. Travel over thirty-five (35) miles, roundtrip, by the process server will be reimbursed up to four-hundred (400) miles traveled at the “Federal Privately-Owned Vehicle Rate” of \$0.655/mile, for a maximum of two (02) attempts. (This rate is subject to change and dependent on the Federal CONUS rates.) To calculate total miles traveled, start counting miles from the location where the petition was received and proceed directly to the place of service. Multiply this number by two (2) to get the total miles traveled by the process server. Total miles traveled amounting to less than thirty-five (35) miles will not be reimbursed. A Court should utilize process servers who are closest to the anticipated location of service.
- C. Reimbursement payment for total miles traveled and service of process payment(s) can take up to eight (8) weeks to be received.

ATTACH A DETAILED BUDGET TO THIS EXHIBIT ‘A’ USING FORMULAS BELOW.

TOTAL CONSULTANT SERVICE BUDGET:

SERVICE OF PROCESS

<i>Service Type</i>	<i>Number</i>	<i>Fee</i>	<i>Sub-total</i>
Successful Service 150 x 4 districts =	600	\$ 150.00	\$ 90,000.00
POV Mileage	60,000	.655	\$ 39,300.00
		Subtotal	\$ 129,300.00
		NN Tax @ 6%	\$ 5,400.00
		TOTAL	\$ 134,700.00

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
<u>K211518 -6530</u>	Fee	<u>\$90,000.00</u>
<u>K211518 -6540</u>	Expense	<u>\$39,300.00</u>
<u>K211518-6530</u>	Navajo Nation Taxes @ 6%	<u>\$ 5,400.00</u>
	TOTAL CONTRACTOR SERVICE BUDGET:	<u>\$134,700.00</u>

SERVICES CONTRACT

EXHIBIT B – Consultant Credentials

FIRM NAME	MARGIE TSOSIE
ADDRESS	P.O. Box 1275 St. Michaels, Arizona 86511
TELEPHONE NO.	(505)210-6931

The CONSULTANT has been registered as a Private Process Server since May 19, 2022 and is registered under the Window Rock Judicial District, Private Process Server No. 46.

OATH

Private Process Server
Judicial Branch of the Navajo Nation
WINDOW ROCK JUDICIAL DISTRICT

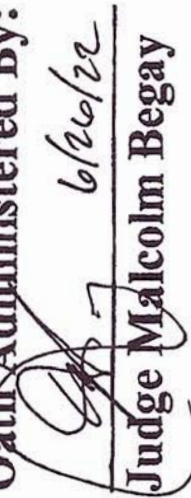
I, Margie Tsosie,

Do solemnly swear to uphold and abide by the law of the Navajo Nation and the Treaty of 1868 between the Navajo Nation and the United States of America; and will faithfully execute the office of Private Process Server of the Window Rock Judicial District; and to the government of the Navajo Nation and advance the responsibilities of this office.

So Help Me God.

Oath Administered By:

Date: 5/19/2022


Judge Malcolm Begay


Private Process Server

THE NAVAJO NATION

District Court of the Navajo Nation
Window Rock Judicial District
Post Office Box 5520
Window Rock, AZ 86515
(928) 871-6626 PHONE
(928) 871-7560 FAX

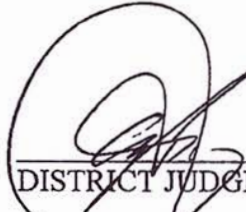


Family Court of the Navajo Nation
Window Rock Judicial District
Post Office Box 5520
Window Rock, AZ 86515
(928) 871-6626 PHONE
(928) 871-7560 FAX

JUDICIAL BRANCH

PRIVATE PROCESS SERVER

It appearing that MARGIE TSOSIE, meets the qualifications for private process servers set forth in Rule 4 of the Navajo Rules of Civil Procedure and said MARGIE TSOSIE, having sworn to serve process in accordance with the law, he is hereby approved to serve process within the Navajo Nation for a period of one year.

 6/26/22
DISTRICT JUDGE of the Navajo Nation

Date 5/19/2022

ID # 406

Expiration Date 5/19/2023

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SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME
ADDRESS

MARGIE TSOSIE
P.O. Box 1275
St. Michaels, Arizona 86511

TELEPHONE NO.

(505)210-6931



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

1/31/2023

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.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER Western Sky Insurance 5350 W Bell Rd 122 456 Glendale AZ 85308		CONTACT NAME: Lindsey Lane PHONE (A/C, No, Ext): (425) 238-7173 FAX (A/C, No): E-MAIL ADDRESS: lindsey@westernskyins.com PRODUCER CUSTOMER ID #: 16515028	
INSURED Margie A Tsoie 3.10m nw rt1-112 saint michaels AZ 86511		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY MUT INS CO NAIC # 23043 INSURER B: INSURER C: INSURER D: INSURER E:	

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2021	Jeep	Wrangler	Unlimited	1C4JJXP64MW742487
DESCRIPTION			VEHICLE / EQUIPMENT VALUE	SERIAL NUMBER
2021 Jeep Wrangler			48000	1C4JJXP64MW742487

COVERAGES

CERTIFICATE NUMBER: AZG (24) 65 64 37 81

REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADOL INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	AZG65643781	01/31/2023	01/31/2024	COMBINED SINGLE LIMIT	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
A	Y	<input checked="" type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE	\$ 100000
		<input checked="" type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE				Medical	\$ 1000
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
X		<input checked="" type="checkbox"/> VEH COLLISION LOSS	AZG65643781	01/31/2023	01/31/2024	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		1000				<input type="checkbox"/> STATED AMT	\$ 1000 DED
X		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	AZG65643781			<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		1000				<input type="checkbox"/> STATED AMT	\$ 1000 DED
X		EQUIPMENT	AZG65643781			<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ 0 DED
		<input type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> Glass					
X		<input checked="" type="checkbox"/> Towing	AZG65643781				75

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INTEREST

Select one of the following:

- The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
 A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

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.

DESCRIPTION OF THE ADDITIONAL INTEREST

ADDITIONAL INSURED LOSS PAYEE
 LENDER'S LOSS PAYABLE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

Lindsey Lane

-EXHIBIT D – AFFADAVI SERVICES CONTRACT

**IN THE FAMILY/DISTRICT COURT OF THE NAVAJO NATION
JUDICIAL DISTRICT OF _____, ARIZONA**

_____)		
Petitioner,)		Docket No. _____
)	
vs.)		AFFIDAVIT OF SERVICE
)	OF PROCESS
)	
_____)		
/Defendant)		

I, _____, make the following statements to the court:

1. I am a private process server, registered with the _____ Judicial District.
2. I received a [] Petition for Domestic Abuse Protection Order and Motion for Temporary Protection Order [] Temporary Domestic Abuse Protection Order & Order to Show Cause [] Order Denying Motion For Temporary Protection Order [] other _____ on _____.
3. I personally served the above documents to the respondent/defendant in compliance with rule 4 of the Navajo Rules of Civil Procedure on (date/time) _____ by: [] Handing the documents to (name) _____ at _____.
4. I was unable to personally serve the documents because _____

* * * * *

VERIFICATION/OATH

Pursuant to Navajo Rules of Domestic Violence Procedures, Rule 3.3 this must be signed before a Notary Public, Clerk of the Court or NNBA Member

I have reviewed the information on this form, and verify that everything in this affidavit is true fo the best of my knowledge. I understand that if I have made any false statements on this form, I may be subject to criminal prosecution or contempt of court.

Signature of Process Server

Clerk/Notary Public/NNBA Member Signature

SUBSCRIBED AND SWORN TO before me this _____ day of _____ ,
20__.

****Notary Use:****

STATE OF _____
COUNTY OF _____

My Commission Expires:

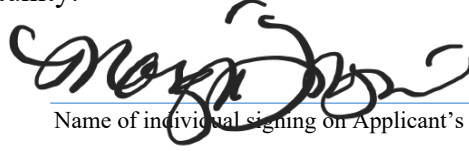
NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

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

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

Margie Tsosie

Applicant Name



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

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

PO Box 1275, St. Michaels, A

Applicant Address

Signature of individual signing on Applicant's behalf

3/23/23

Date