



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

**The Navajo Nation** | Yideeskáądi Nitsáhákees

January 25, 2023

STEWART CALNIMPTEWA  
P.O. BOX 449  
FORT DEFIANCE, ARIZONA 86504

ATTENTION: STEWART CALNIMPTEWA, PRIVATE PROGRESS SERVER

REFERENCE: 164 Review 018927/Contract

Dear Stewart:

Attached please find your copy of the approved Contract (CO15828) with the Navajo Nation Judicial Branch. The contract has been awarded in the amount of \$49,815.00. The contract is effective December 1, 2022 and expires on 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 blue ink that reads "J. Ben".

Jeremy Ben, Accounting Manager  
OOC – Contract Administration

xc: Raquel Chee, Navajo Nation Judicial Branch  
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller  
Contract Folder: CO15828

**FORM 1**  
**(ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT**  
**BETWEEN**  
**THE NAVAJO NATION**  
**AND**  
**STEWART CALNIMPTewa**

*Post Office Box 449*  
*Ft. Defiance, Arizona 86504*

*Telephone No.: (928)245-5172*  
*Email: stewart\_calnimpTEWA@hotmail.com*

CONTRACT NO: CO18927

FOR THE PERIOD: BEGINNING December 1, 2022  
ENDING November 30, 2026

PAYMENTS TO BE MADE FROM: Account: K211518-6530 \$ 33,750.00  
Account: K211518-6540 \$ 14,040.00

Navajo Nation Taxes: \$ 2,025.00

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 49,815.00

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.: 585683052  
*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 **STEWART CALNIMTEWA** 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 December 1, 2022, 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 \$ 49,815.00 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, Stephen B. Etsitty, 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-18927 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

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

9. **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.
  
10. **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.
  
11. **Contract Information; Final Invoice.** Copies of all correspondence, reports and invoices under this Contract shall be furnished to:

Stewart Calnimptewa, Private Process Server  
Post Office Box 449  
Ft. Defiance, Arizona 86504

Stephen B. Etsitty, 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.

12. **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.*
13. **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).
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

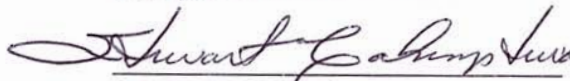
19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *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.
20. **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 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

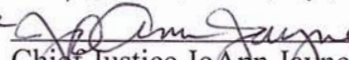
**For the CONSULTANT:**

 11/02/2022

Stewart Calnimptewa  
PRIVATE PROCESS SERVER  
Post Office Box 449.  
Fort Defiance, Arizona 86504

Date

**For the NAVAJO NATION:**

*received 1-17-2023*  
 1/17/2023

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

Date

## SERVICES CONTRACT

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

FIRM NAME            Stewart Calnimptewa  
ADDRESS             Post Office Box 449  
                            Ft. Defiance, Arizona 86504  
TELEPHONE NO.    (928)245-5172  
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                      Stewart Calnimpewa  
 ADDRESS                         Post Office Box 449  
    Ft. Defiance, Arizona 86504

TELEPHONE NO.                (928)245-5172

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.

**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	225	\$ 150.00	\$ 33,750.00
POV Mileage	24,000	.585	\$ 14,040.00
		Subtotal	\$ 47,790.00
		NN Tax @ 6%	\$ 2,025.00
		<b>TOTAL</b>	<b>\$ 49,815.00</b>

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
<u>K211518 -6530</u>	Fee	\$33,750.00
<u>K211518 -6540</u>	Expense	\$14,040.00
<u>K211518</u> -	Navajo Nation Taxes @ 6%	\$ 2,025.00
	<b>TOTAL CONTRACTOR SERVICE BUDGET:</b>	<b>\$49,815.00</b>

**SERVICES CONTRACT**

**EXHIBIT B – Consultant Credentials**

FIRM NAME                      Stewart Calnimpewa  
ADDRESS                        Post Office Box 449  
                                      Ft. Defiance, Arizona 86504

TELEPHONE NO.                (928)245-5172

The CONSULTANT has been registered as a Private Process Server since July 26, 2021 and is registered under the Window Rock Judicial District, Private Process Server No. 405

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 STEWART CALVIN CALNIMPTWEA, meets the qualifications for private process servers set forth in Rule 4 of the Navajo Rules of Civil Procedure and said STEWART CALVIN CALNIMPTWEA, 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.

 8/9/21  
\_\_\_\_\_  
DISTRICT JUDGE of the Navajo Nation

Date 07/26/2021

ID # 405

Expiration Date 07/26/2022

**OATH**

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

I, Stewart Calvin Calnimpetewa,

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:  
  
Judge Malcolm P. Begay

8/9/21

Date: August 09, 2021  
  
Private Process Server

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME  
ADDRESS

Stewart Calnimpewa  
Post Office Box 449  
Ft. Defiance, Arizona 86504

TELEPHONE NO.

(928)245-5172



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

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 have ADDITIONAL INSURED provisions or 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> Clay Fultz Agency P. O. Box 999 Gallup, New Mexico 87305	Phone: (505)722-4476 Fax: (505)722-4470	<b>CONTACT NAME:</b> Sandra Null <b>PHONE (A/C No. Ext):</b> 505.722.4476 <b>E-MAIL ADDRESS:</b> sandraf@clayfultz.com <b>FAX (A/C No.):</b> 505.722.4470
<b>INSURED</b> Stewart Calnimpewa P O Box 449 Ft Defiance, AZ 86504		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Scottsdale Insurance Company NAIC # 41297 INSURER B: United Financial Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 1811

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPI7206999	11/25/2021	11/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		956570710	03/10/2022	03/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$
	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			PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**

NAVAJO NATION RISK MANAGEMENT PROGRAM  
P O BOX 1690  
WINDOW ROCK, AZ 86515-1690

**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

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**SERVICES CONTRACT**  
**EXHIBIT D – AFFADAVIT OF SERVICE**



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 to 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

**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a government entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address:

P.O. Box 449  
FORT DEFIANCE, AZ 86504  
\_\_\_\_\_  
\_\_\_\_\_

Name & Signature of Applicant:

STEWART C. CALNIMTEWA  
Type or Print Name

Stewart C. Calnimtewa  
Signature / Date

March 11, 2022