

RESOLUTION NO. 09-22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Approving an Agreement between the Yavapai-Apache Nation  
and Hauser and Hauser Farms, Inc., for Preparation and Planting of 82.5  
Acres of Farmland at the Nation's Cloverleaf Farm and Ranch**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided by Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to “appropriate and regulate the use of tribal funds” as provided by Article V (k) of the Constitution; and
- WHEREAS:** The Nation’s Agricultural Resources Department (“Department”) is in the process of rehabilitating and modernizing the farming systems serving the Nation’s Cloverleaf Farm and Ranch (“Cloverleaf”), including the Farm’s crop irrigation system, as part of its long-term farm plan for meeting the governmental and food sovereignty needs of the Nation; and
- WHEREAS:** The Department has determined that Cloverleaf’s recently installed pivot irrigation system is ready for operation, including the preparation and planting of the Project’s 82.5 acres in a winter barley crop, and the Department has solicited and identified a qualified local farm with which the Nation can contract for the preparation and planting of the fields served by the new irrigation system and thereby meet the need of Cloverleaf to plant the fields no later than the first week of February 2022; and
- WHEREAS:** The Department recommends that the Nation contract with Hauser and Hauser Farms (“Contractor”) to provide all equipment and labor needed to prepare the 82.5 acres of farmland served by the newly rehabilitated irrigation system at Cloverleaf, in accordance with the terms and conditions of the Agreement to Provide Custom Farming Services (“Agreement”) and the Contractor’s Proposal of January 20, 2022, both of which are attached to this Resolution as **Exhibit A**; and
- WHEREAS:** The Term of the Agreement, during which time the field preparation and planting will be completed, shall be **from January 24, 2022, and extending through February 5, 2022**, with total compensation to be paid to Contractor under the Agreement not to exceed **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**; and
- WHEREAS:** On March 19, 2020, the Council adopted Council Resolution 60-20 declaring a State of Emergency due to the COVID-19 public health emergency; and
- WHEREAS:** On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, establishing the Coronavirus State and Local Fiscal Recovery Funds (“ARPA Recovery Funds”) and setting aside \$20 billion in aid for Tribal governments to respond to the impact of the COVID-19 public health emergency; and

**WHEREAS:** On May 11, 2021, the U.S. Department of Treasury Department issued an Interim Final Rule under ARPA, along with a set of Frequently Asked Questions (FAQs), most recently updated July 19, 2021, providing further descriptions and examples of how ARPA Recovery Funds may be used by recipients in compliance with the Final Interim Rule; and

**WHEREAS:** The Interim Final Rule provides that ARPA Recovery Funds may be used by recipients for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency; and

**WHEREAS:** The Council finds that the preparation and planting of the 82.5 acres of farmland as described herein and in the attached **Exhibit A** at the Nation's Cloverleaf Farm and Ranch, as part of the Nation's Project to rehabilitate the Nation's Cloverleaf irrigation systems, constitutes the provision of a government service; and

**WHEREAS:** Funding for payment of compensation under the Agreement is available to be paid from the ARPA Recovery Funds received by the Nation; and

**WHEREAS:** The Council has determined that it is in the best interest of the Nation to enter into an Agreement with Hauser and Hauser Farms Inc., (Agreement attached as **Exhibit A**), together with Contractor's Proposal, dated January 20, 2022, under which Contractor will provide the Work and Services required under the Agreement.


**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Nation to enter into an Agreement with Hauser and Hauser Farms Inc., to provide all equipment and labor needed to prepare and plant the 82.5 acres of farmland served by the newly rehabilitated irrigation system at the Nation's Cloverleaf Farm and Ranch in accordance with the terms and conditions of the Independent Agreement to Provide Custom Farming Services ("Agreement") and Contractor's Proposal of January 20, 2022, both of which are attached to this Resolution as **Exhibit A** and incorporated herein by reference; and to do so for a total contract amount not to exceed **Fifteen Thousand and 00/100 Dollars (\$15,000.00**, unless such cost increase is authorized by an amendment to the Agreement approved by subsequent Council resolution.

**BE IT FURTHER RESOLVED** that the Nation's funds shall be used to fund compensation under the Agreement and shall be appropriated from the ARPA Recovery Funds received by the Nation.

**BE IT FINALLY RESOLVED** that the Chairman, and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

#### **CERTIFICATION**

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on January 27 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
\_\_\_\_\_  
Jon Huey, Chairman

**ATTEST:**  
  
\_\_\_\_\_  
Karla Reimer, Council Secretary

Approved as to Form:  
  
\_\_\_\_\_  
Office of the Attorney General

# EXHIBIT A

Contract – Hauser And Hauser Farms, Inc.  
For Preparation and Planting of 82.5 Acres of Farmland at the  
Nation's Cloverleaf Farm and Ranch

January 27, 2022

**Hauser and Hauser Farms, Inc.**  
**Agreement to Provide Custom Farming Services**

This Agreement for Custom Farming Services is entered into by Hauser and Hauser Farms, Inc., P.O. Box 2291, Camp Verde Arizona, 86322 (Hauser or Contractor), and the Yavapai-Apache Nation, 2400 West Datsi Street, Camp Verde Arizona, 86322 (Nation).

**RECITALS**

**WHEREAS:** The Nation owns and operates the Cloverleaf Farm and Ranch (Cloverleaf) as a Department of the Nation (Agriculture Department) and the Department is responsible for managing the day-to-day operations of Cloverleaf; and

**WHEREAS:** The Agricultural Resources Department has been working for several years to develop the capacity to produce barley as part of its farm plan. In the Verde Valley barley is typically planted annually in January, and no later than February 1, to maximize yields and protein content at harvest time. Due to issues around labor shortages, Covid-19, and supply chains delays, the Departments ability to prepare and plant the Nation's fields with barley has been delayed. Delay in planting creates the risk that the Nation's barley crop will produce low yields with unacceptable and unmarketable protein content; and

**WHEREAS:** The Agricultural Department has been working to implement an irrigation improvement plan at Cloverleaf designed to conserve and more efficiently use the Nation's water resources and increase the ability to produce high quality crops as part of the Nation's farm operations at Cloverleaf and the Work encompassed under this Agreement will allow for full implementation of the irrigation improvement plan by preparing the land for irrigation as the final step in the plan; and

**WHEREAS:** The Agriculture Department has determined that meeting its barley planting schedule can be achieved by contracting with Hauser and Hauser Farms, LLC, to prepare and plant the Cloverleaf fields in accordance with the terms and conditions of this Agreement.

**THEREFORE, the Parties do agree as follows:**

**1. Scope of Work – Custom Farming Services**

Hauser will utilize its employees and equipment to prepare and plant 82.5 acres at the Yavapai-Apache Nation's Cloverleaf Farm and Ranch - Upper Cloverleaf fields. The fields will be planted with low water use malting barley. Hauser will prepare and plant the fields by ripping, disking/land planning, leveling, and planting the entire 82.5 acres. This Scope of Work includes all terms set out in the Hauser proposal of January 20, 2022, titled: "Cost Rates and Proposal for Hauser and Hauser Farms to Prepare and plant Barley at Yavapai-Apache Nation, Cloverleaf Farm and Ranch – Upper Cloverleaf Fields," ("Hauser Proposal") a copy of which is attached to this Agreement as Exhibit A and incorporated herein by this reference. The Nation shall be responsible for paying the cost of seed, fertilizer, etc., used in the planting.

## **2. Term for Completion of Work**

As provided in the Hauser Proposal the work is estimated to require 50-75 hours to complete, all of which will be completed prior to February 1, 2022.

## **3. Compensation**

The Nation agrees to pay Hauser for the Work at a rate of \$200 per hour. This rate is inclusive of all equipment, labor, fuel, and all other associated expenses, except for damage to tractor tires, which the Nation agrees to reimburse Hauser the cost of replacement/repair. Total compensation under this Agreement shall not exceed \$15,000, without an amendment to the Agreement approved by the Nation's Tribal Council. **Hauser must provide Nation a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by Nation unless a completed W-9 is on file with the Nation.**

## **4. Independent Contractor**

Hauser acknowledges that it is an Independent Contractor and is not an employee of the Nation and understands that as an Independent Contractor, it is not entitled to any employee benefits set forth in the Nation's Employee Handbook or otherwise available to employees of the Nation, including but not limited to sick leave, vacation, disability or unemployment insurance, worker's compensation, or any other employment benefit. As an Independent Contractor Hauser has no authority to act for the Nation in any respect outside of the terms of this Agreement.

## **5. Contractor Insurance and Tax Obligations**

Contractor is solely responsible for providing, at Contractor's own expense, general liability, automobile liability, disability, unemployment, workers' compensation, and other applicable insurance, training, permits and licenses for Contractor. Contractor is also responsible for paying when due all federal and state income taxes, including estimated taxes or withholding, social security, and other taxes incurred because of the compensation paid to Contractor for services under this Agreement. Contractor agrees to indemnify the Nation from and against any claims, costs, losses, fees, penalties, interest, or damages suffered by Nation resulting from Contractor's failure to comply with this provision.

## **6. Mutual Indemnification**

Both parties shall be solely responsible for their own actions under this Agreement. The Nation shall have no obligation to indemnify Contractor should any losses, claims, damages, and expenses result, in whole or in part, from the negligent acts, omissions or errors of Contractor in connection with the services provided under this Agreement. Contractor agrees to indemnify and hold harmless the Nation against all liability, loss, or expense, including personal injury, death, or property damage, resulting from the negligent acts, omissions or errors of the Contractor, its officers, directors, employees, and sub-contractors arising from the services provided. Contractor agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees.

The Nation agrees to indemnify Contractor should any losses, claims, damages, and expenses result, in whole or in part, from the negligent acts, omissions or errors of Nation and its employees in connection with the services provided under this Agreement. Nation agrees to indemnify and hold harmless the Contractor against all liability, loss, or expense, including personal injury, death, or property damage, resulting from the negligent acts, omissions or errors of the Nation, its officers, directors, employees, and

sub-contractors arising from the services provided under this Agreement. Nation agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees.

Each party shall give the other prompt written notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

**THIS AGREEMENT** is executed on the Yavapai-Apache Nation Reservation, this 27<sup>th</sup> day of January, 2022.

**Yavapai-Apache Nation**

By:   
Jon Huey, Chairman

**Hauser And Hauser Farms, Inc.**

By: \_\_\_\_\_  
Zach Hauser

By: \_\_\_\_\_  
Department Director/Manager

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**Approved as to form:**

Attorney General 

Date: 1-28-22

# EXHIBIT A

To

Contract – Hauser And Hauser Farms, Inc.  
For Preparation and Planting of 82.5 Acres of Farmland at the  
Nation's Cloverleaf Farm and Ranch

Hauser Proposal January 20, 2022

January 27, 2022



## **Cost Rates and Proposal for Hauser and Hauser Farms to Prepare and Plant Barley at Yavapai-Apache Nation, Cloverleaf Farm and Ranch - Upper Cloverleaf Fields**

**January 20, 2022**

### ***Scope of Work – Custom Farming Services***

Hauser and Hauser Farms will utilize their own equipment to prepare and plant 82.5 acres at the Yavapai-Apache Nation's Cloverleaf Farm and Ranch - Upper Cloverleaf fields. These are fields that have been recently reestablished for farming by the installation of 3 new center pivots. The plan is to plant these fields with low water use malting barley. The work will entail ripping, disking/land planning, and planting 82.5 acres

### ***Rates***

The hourly rate for this service is \$200 dollars an hour. This includes equipment, labor, gas, etc. The only thing that is not included is in the case that there is damage to tractor tires in ripping, that cost will need to be reimbursed.

This project will take approximately 50 - 75 hours for the 82.5 acres that need to be ripped, disked, leveled, and planted. Approximate time for each task is:

*Ripping: 10 - 20 hours*

*Disking/Land Planning: 30 - 40 hours*

*Planting: 10 - 15 hours*

It is difficult to give an exact approximation for the work because the subsurface field conditions are not well known, but 50 - 75 hours should be a close approximation. This would come out to roughly \$10,000 - \$15,000 for the job. Payment will be per hour for the work.

### ***Timeline***

Hauser and Hauser Farms can begin work immediately and will take about 1.5 weeks to complete.

### ***Justification (provided by TNC)***

The Agricultural Resources Department has been working for several years to develop a capacity to grow malting barley. Malting barley is a low water use and low chemical use crop and is good for the Verde River and cropland. After a lot of investments in equipment from the Nation and outside supporters, the Agricultural Resources Department has the resources to grow a substantial amount of malting barley and are planning on planting 211 acres. This barley will be sold to Sinagua Malt once harvested. Sinagua Malt is relying on this barley in order to satisfy demand and a recent expansion.

Due to some issues around labor shortages, Covid-19, and supply chains delays, getting the fields prepared and planted with barley has been delayed. In order to maximize yields and nutrient levels in growing malting barley, it is conventionally planted in January. Malt barley

growers in the Verde Valley plant before the first week of February to avoid crop yield loss and protein content. Although the Agricultural Resources Department is committed to planting all of the fields, from unexpected setback over the last month, the timeline for doing so would have many of their fields planted after February 1. This will reduce yields and potentially make the barley unusable due to unideal protein levels.

Contracting Hauser and Hauser's to prepare and plant Upper Cloverleaf would give the Agricultural Resources Department the capacity to plant the grain within the desired timeframe. Additionally, equipment owned by Hauser and Hauser Farms will allow the Upper Cloverleaf fields to plant uncleaned grain. With the Nation's current equipment, the grain must be cleaned before planted, which adds a very time-consuming step in the planting process. Currently, the grain cleaner's electrical system is being repaired, so using the seeder from Hauser and Hauser farms is necessary in the short term to plant the fields.