

RESOLUTION NO. 111 -21
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving an Independent Contractor Agreement Between the
Yavapai-Apache Nation and Sara Woolsey

WHEREAS: The Yavapai-Apache Nation 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 for under 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 proposes to enter into an Independent Contractor Agreement (“Agreement”) as follows:

1. **Department/Program:** Diabetes Program
2. **Contractor:** Sara Woolsey
3. **Description of Contract Services:** Contractor will instruct three (3) one-hour dance fitness/yoga classes a week within the Yavapai-Apache Nation Community at Middle Verde for 26 weeks (78 classes)
4. **Term:** July 1, 2021 through December 31, 2021
5. **Compensation/Contract Amount:** Seventy Dollars per/class (\$70.00), with total compensation under the Agreement, **not to exceed Five Thousand Four Hundred Sixty and 00/100 Dollars (\$5,460.00).**
6. **Funding Source:** FY2021 SDPI Grant funds; and

WHEREAS: The Council has determined that it is in the Nation’s best interest to authorize execution of the above-described Agreement.


NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Yavapai-Apache Nation to enter into an Independent Contractor Agreement, as described above, with Sara Woolsey in accordance with the Terms and Conditions set out in the form of Agreement attached to this resolution as Exhibit A, under which Contractor will provide the above described services.

BE IT FURTHER RESOLVED that FY2021 SDPI Grant funds shall be used to fund compensation under the Agreement.

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 June 22 2021, 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
Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

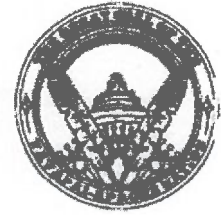
EXHIBIT A

**Independent Contractor Agreement – Sara Woolsey
Diabetes Program Dance Fitness/Yoga Instructor
SDPI Grant Program FY 2021**

YAVAPAI-APACHE NATION

PHONE (928) 567-3649

FAX (928) 567-3994



**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE YAVAPAI-APACHE NATION
AND
SARA WOOLSEY
(Attach copy of Position Requisition Form and the W-9 Form)**

The undersigned, Sara Woolsey, 4437 Oxbow Trail, Cottonwood, AZ 86326 ("Contractor") and the Yavapai-Apache Nation, 2400 West Datsi Street, Camp Verde, Arizona 86322 ("Nation"), hereby enter into this Independent Contractor Agreement ("Agreement"), under which Contractor agrees to provide services for the Yavapai-Apache Nation as an Independent Contractor subject to the following terms and conditions:

1. **SERVICES TO BE PERFORMED:** Contractor agrees to provide the following services ("Services") for the Nation, acting through the Nation's Diabetes Program:

Contractor will instruct three (3) one-hour classes per week (as specified herein), all of which will be held within the Yavapai-Apache Nation communities at the times and locations as specified herein, or otherwise specified in writing by the Diabetes Program Coordinator. More specifically, the Contractor shall:

- (1) Instruct three (3) one-hour dance fitness/yoga classes a week within the Yavapai-Apache Nation Community at Middle Verde for 26 weeks (78 classes);
- (2) Work directly with the class participants in a professional, courteous, and friendly manner;
- (3) Motivate and encourage all class participants;
- (4) Demonstrate and explain to participants the reason behind and/or benefits of proper technique; and
- (5) Submit a monthly written report in a timely manner summarizing class participation and progress.

Contractor will determine the method, details, and means of performing the above-described services. Contractor shall provide the YAN Diabetes Program Coordinator with progress reports on a regular basis.

2. **COMPENSATION:** As full compensation (inclusive of all fees and expenses) for the Services provided by Contractor under this Agreement, the Nation shall pay Contractor the sum of **\$70.00** per hour-long class with total compensation under this agreement not to exceed **Five Thousand Four Hundred Sixty and 00/100 Dollars (\$5,460.00) for the Term**. Compensation shall be payable to Contractor in increments on a monthly basis, upon submittal of an invoice showing satisfactory completion of that portion of the above-referenced Services for which the invoice is being submitted. Compensation shall be payable within thirty (30) days of the Nation's receipt of the Contractor's invoice for services rendered. **Contractor must provide a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by the Nation unless a completed W-9 is on file with the Nation.**
3. **TERM AND TERMINATION:** Services under this Agreement shall commence on **July 1, 2021** (the "effective date") and shall continue through **December 31, 2021** (the "expiration date"). Contractor agrees to perform all work and submit all invoices for payment in accordance with this Agreement and on or before the

expiration date. The Nation reserves the right to terminate this Agreement at any time without cause and without further obligation to Contractor except for any payment due for services satisfactorily performed prior to the effective date of such termination. Except as expressly provided in this Section 3 of the Agreement, no other Compensation shall be due and payable to Contractor upon termination of this Agreement. The General Provisions, stated below, shall survive any termination or expiration of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that he/she is an Independent Contractor and is not an employee of the Nation and understands that as an Independent Contractor, he/she is not entitled to any employee benefits as may be set forth in the Nation's Employee Handbook or otherwise available to employees of the Nation, including but not limited to employee tax withholding, sick leave, vacation, disability or unemployment insurance, worker's compensation or any other employment benefit.
5. **CONTRACTOR 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 as a result 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.

GENERAL PROVISIONS:

6. **Enforcement of Agreement:** Notwithstanding anything in this Agreement to the contrary, If any legal proceeding is brought for enforcement of this Agreement, for a declaration of rights and duties hereunder, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover actual attorneys fees and other costs incurred in connection with that action or proceeding, in addition to any other relief to which the party may be entitled to hereunder.
7. **Indemnification:** 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 any and 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. 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
8. **Confidentiality:** In the course of performing services under this Agreement, Contractor may come in contact with or become familiar with information which the Nation may consider confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate Nation personnel. Upon termination of the Agreement, Contractor will return to the Nation all documents and other materials provided to Contractor by the Nation, unless the Nation has expressly consented to the Contractor's retention of such documents and materials.
9. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with regard to the subject matter contained herein, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, or change of this Agreement shall be binding unless in writing and signed by both parties. In the event of any conflict between the terms and conditions of this Agreement and those of any attached exhibits, the terms and conditions of this Agreement shall govern.

10. **Waiver:** The failure of either party to insist on strict compliance with any of the terms or conditions of this Agreement by the other party shall not be deemed a waiver of that term or condition. If any provision in this Agreement is held by the Nation's Tribal Court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being invalidated.
11. **Ownership:** All ideas, plans, improvements, inventions, or documents developed and produced by Contractor in connection with the services rendered under this Agreement shall belong to and remain the property of the Nation, unless otherwise agreed to in writing.
12. **Jurisdiction:** The Yavapai-Apache Nation is a federally recognized Indian Tribe and possesses sovereign immunity under law and the Nation's Constitution. Any and all disputes arising under this agreement shall be resolved according to the laws of the Yavapai-Apache Nation (including the laws of the state of Arizona where the Laws of the Nation do not address a particular matter), and the Yavapai-Apache Nation's Tribal Courts shall have exclusive jurisdiction to the extent necessary to interpret and enforce this Agreement in any actions brought by the Nation or Contractor and arising under this Agreement. No other court or tribunal shall have jurisdiction over any action arising under this Agreement and brought by Contractor. No third-party shall have any right to bring an action under this Agreement, whether against the Nation or against Contractor. In all actions brought by the Contractor against the Nation, the Tribal Courts shall have jurisdiction only to the extent necessary to determine the amount of any earned but unpaid compensation under this Agreement and to order its payment. The Tribal Courts shall not have jurisdiction for any other purpose in any action brought by the Contractor under this Agreement.

THIS AGREEMENT is executed on the Yavapai-Apache Nation Reservation, this 22nd day of June, 2021.

Yavapai-Apache Nation

By: _____

Jon Huey, Chairman

Independent Contractor

By: _____

Sara Woolsey

Title: Yoga/Zumba Instructor

Approved as to form:

Office of the Attorney General

Suff Certy

Date: _____

June 23, 2021

Originals returned to Human Resources and copies delivered to the Attorney General's Office, and Finance.