

**RESOLUTION NO. 118 -22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION**

**A Resolution Approving the Second Amendment to the Independent Contractor Agreement Between Yavapai-Apache Nation Tribal Housing and Sharie Benson**

**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 under Article V(a) of the Constitution; and

**WHEREAS:** The Council is authorized to “appropriate and regulate the use of tribal funds” as provided under Article V (k) of the Constitution; and

**WHEREAS:** The Yavapai-Apache Nation Tribal Housing Plan of Operation, Article IV, Section 4.b., requires contracts having a contract amount greater than \$20,000.00 shall be subject to Tribal Council approval; and

**WHEREAS:** On June 13, 2022, Yavapai-Apache Nation Tribal Housing ("YANTH") and Sharie Benson entered into an Independent Contractor Agreement ("Agreement") under which Sharie Benson agreed to provide independent contractor services to assist YANTH with compliance with Low Income Housing Tax Credit, HUD, and other requirements applicable to YANTH operations ("Services"), which was amended on June 28, 2022 through a First Amendment (*the Independent Contractor Agreement and the First Amendment to the Independent Contractor Agreement are attached to this Resolution as Exhibit A and incorporated herein by reference*); and

**WHEREAS:** YANTH wishes to amend the Agreement again to add additional Services and to increase the not-to exceed compensation amount to \$40,000.00 as set forth in the Second Amendment to the Independent Contractor Agreement (*attached to this Resolution as Exhibit B and incorporated herein by reference*); and

**WHEREAS:** The Council has determined that it is in the best interest of the Nation to approve the Second Amendment to the Independent Contractor Agreement between Yavapai-Apache Nation Tribal Housing and Sharie Benson (*attached to this Resolution as Exhibit B*) to add additional Services and to increase the not-to exceed compensation amount to \$40,000.00.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the Second Amendment to the Independent Contractor Agreement between Yavapai-Apache Nation Tribal Housing and Sharie Benson to add additional Services and to increase the not-to exceed compensation amount to \$40,000.00 as set forth in the Second Amendment attached to this Resolution as Exhibit B.

**BE IT FURTHER RESOLVED** that funds shall be appropriated from the General Fund in the amount of \$20,000.00 to pay for the additional compensation set forth in the Second Amendment.

**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 July 14 2022, by a vote of 8 8 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 Between Yavapai-  
Apache Nation Tribal Housing  
and Sharie Benson  
and First Amendment

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
YAVAPAI-APACHE NATION TRIBAL HOUSING  
and SHARIE BENSON  
(Attach copy of the W-9 Form)**

The undersigned, Sharie Benson, 13063 E. Cancun Street, Dewey, Arizona 86327 ("Contractor") and Yavapai-Apache Nation Tribal Housing, 1500 E. Cherry Creek Road, Camp Verde, AZ 86322 ("YANTH") hereby enter into this Independent Contractor Agreement ("Agreement"), under which Contractor agrees to provide services for the Nation as an Independent Contractor subject to the following terms and conditions:

1. **SERVICES TO BE PERFORMED:** Contractor agrees to provide the following independent contractor services ("Services") for the benefit of YANTH:
  - a. Provide an assessment of the status of deliverables for compliance with Low Income Housing Tax Credit, HUD, and other requirements applicable to YANTH operations; and
  - b. Prepare a report outlining the findings of the assessment with recommendations; and
  - c. Complete the Tax Credit #7 cost certification.

Contractor will determine the method, details, and means of performing the above described Services, provided that Contractor shall report to the YANTH Acting Executive Director and provide him with progress reports on a regular basis, as applicable.
2. **COMPENSATION:** As full compensation (inclusive of all fees and expenses) for the Services provided under this Agreement, YANTH shall pay Contractor **\$150.00 per hour**, with total payment under this Agreement not to exceed **\$10,000.00** for the Term. Such compensation shall be payable within 30 days of YANTH's receipt of Contractor's invoice for services rendered, supported by reasonable documentation. **Contractor must provide a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by YANTH unless a completed W-9 is on file with the Nation.**
3. **TERM:** Services under this Agreement shall commence effective **June 6, 2022** and shall continue through **June 30, 2022** (the "expiration date"). Contractor agrees to perform all work and submit all invoices for payment in accordance with this Agreement on or before the expiration date. YANTH reserves the right to terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for services satisfactorily performed prior to the effective date of such termination. Except as expressly provided in this Section 3, 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 YANTH or the Yavapai-Apache Nation and understands that as an Independent Contractor, he/she is not entitled to any employee benefits set forth in the Nation's Employee Handbook, or otherwise available to employees of YANTH or 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 YANTH and the Nation for any claims, costs, losses, fees, penalties, interest, or damages suffered by YANTH or the 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 attorney's 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:** YANTH 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 YANTH and 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, Contractor will come in contact with or become familiar with information which YANTH or the Nation considers confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate YANTH or Nation personnel. Upon termination of the Agreement, Contractor will return to YANTH all documents and other materials, unless YANTH 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 the 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 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 by Contractor in connection with the services rendered under this Agreement shall belong to YANTH, unless otherwise agreed to in writing.

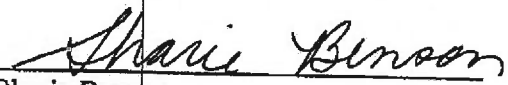
12. **Jurisdiction:** YANTH is a department of the Yavapai-Apache Nation, a federally recognized Indian Tribe that possesses sovereign immunity under law and the Nation's Constitution. Any and all disputes arising under this Agreement shall be resolved according to the laws of the Yavapai-Apache Nation (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 YANTH 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 YANTH or against Contractor. In all actions brought by the Contractor against YANTH, 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 13 day of June, 2022.

**Yavapai-Apache Nation Tribal Housing**

By:   
David Schreiner, Acting Executive Director

**Independent Contractor**

By:   
Sharie Benson

**FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
YAVAPAI-APACHE NATION TRIBAL HOUSING  
and SHARIE BENSON**

This FIRST AMENDMENT ("Amendment") is by and between Yavapai-Apache Nation Tribal Housing ("YANTH") and Sharie Benson ("Contractor").

**RECITALS**

**WHEREAS**, on June 13, 2022, YANTH and Contractor entered into an Independent Contractor Agreement ("Agreement") under which Contractor agreed to provide certain independent contractor services ("Services") for the benefit of YANTH; and

**WHEREAS**, YANTH and the Contractor wish to amend the Agreement in order to add Services, increase the not-to-exceed amount, and extend the Term, all as set forth hereinbelow.

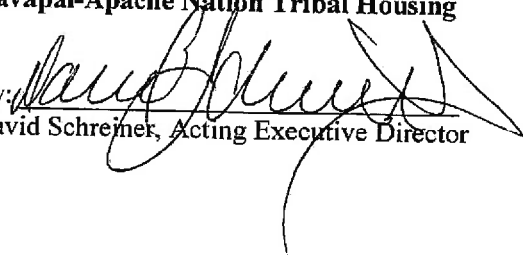
**NOW THEREFORE**, in consideration of the foregoing, and the mutual covenants herein contained, the parties agree to amend the Agreement as follows:

1. Section 1, SERVICES TO BE PERFORMED, is amended to add the following:
  - d. Tax Credit #7: Contractor shall:
    - Conduct an internal audit of all expenses and charges posted to Tax Credit #7 and make adjustments where necessary;
    - Finalize the Tax Credit #7 Cost Certification;
    - Finalize the 2021 financials in order for the 2021 taxes to be completed;
    - Review all entries for 2022 in order for the 1<sup>st</sup> quarter financials to be submitted; and
    - Review the outstanding requests and submit necessary items in order for YANTH to receive the two outstanding draws of \$224,000 and \$551,000.
  - e. Indian Housing Plan: Contractor shall prepare the Annual Performance Report for the 2021 IHP.
2. Section 2, COMPENSATION, is amended to increase the not-to-exceed amount from \$10,000.00 for the Term to \$20,000.00 for the Term.
3. Section 3, Term, is amended to extend the expiration date from June 30, 2022 to September 30, 2022.

All other terms and conditions of said Independent Contractor Agreement, not expressly amended herein, shall remain in full force and effect.

This First Amendment to the Independent Contractor Agreement is executed on the Yavapai-Apache Nation Reservation this 28 day of June, 2022.

**Yavapai-Apache Nation Tribal Housing**

By:   
David Schreiner, Acting Executive Director

**Independent Contractor**

By:   
Sharie Benson

## EXHIBIT B

Second Amendment to Independent Contractor  
Agreement Between Yavapai-Apache Nation Tribal  
Housing  
and Sharie Benson



**SECOND AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
YAVAPAI-APACHE NATION TRIBAL HOUSING  
and SHARIE BENSON**

This SECOND AMENDMENT ("Second Amendment") is by and between Yavapai-Apache Nation Tribal Housing ("YANTH") and Sharie Benson ("Contractor").

**RECITALS**

**WHEREAS**, on June 13, 2022, YANTH and Contractor entered into an Independent Contractor Agreement ("Agreement") under which Contractor agreed to provide certain independent contractor services ("Services") for the benefit of YANTH, which was amended on June 28, 2022 to add Services, increase the not-to-exceed amount, and to extend the Term; and

**WHEREAS**, YANTH and the Contractor wish to amend the Agreement again to add additional Services and increase the not-to-exceed amount, all as set forth hereinbelow.

**NOW THEREFORE**, in consideration of the foregoing, and the mutual covenants herein contained, the parties agree to amend the Agreement as follows:

1. Section 1, SERVICES TO BE PERFORMED, is amended to add the following:
  - f. Contractor shall perform the services set forth in the scope of work attached to the Agreement as **Exhibit A** and incorporated herein by reference.
2. Section 2, COMPENSATION, is amended to increase the not-to-exceed amount from \$20,000.00 for the Term to \$40,000.00 for the Term.

All other terms and conditions of the Independent Contractor Agreement and First Amendment, not expressly amended herein, shall remain in full force and effect.

This Second Amendment to the Independent Contractor Agreement is executed on the Yavapai-Apache Nation Reservation this 14~~th~~ day of July, 2022.

**Yavapai-Apache Nation Tribal Housing**

**Independent Contractor**

By: \_\_\_\_\_  
David Schreiner, Acting Executive Director

By: \_\_\_\_\_  
Sharie Benson

Exhibit A to  
Second Amendment to the Independent Contractor Agreement  
Between YANTH and Sharie Benson

Scope of Work

Coordinate with the involved parties to collect and submit all documentation necessary in the identification of fraudulent charges processed through the Housing credit cards.

Draft letter/memo to use in the discussion with HUD and the Tax Credit investors regarding the fraudulent charges.

After the meeting with HUD and guidance from Novogradic, finalize and post the journal entries to be made to reflect the fraudulent charges.

Finalize and post the 2021 adjusting entries for Tax Credit #7 so the quarterly and year-end reporting and taxes can be completed. Work with Novogradic on the required documentation.

Clean up the Comptroller's office so files necessary for the upcoming audit are more organized.

Identify what needs to be done for audit prep and recommend assignments.

Review the 2022 financials to identify miscoded or erroneous entries.

Recommend assignments for the 2023 Indian Housing Plan.

Complete other tasks as they arise and as agreed to between Contractor and the Acting Executive Director of YANTH.