

**RESOLUTION NO. 50 -21  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION**

**A Resolution Approving a Grant Agreement Between the Yavapai-Apache  
Nation and The Nature Conservancy to Fund Installation of Irrigation Systems  
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 in 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, as the legislative body of the Nation, is authorized to take all actions necessary and proper for the exercise of its Constitutional powers and duties, including those powers and duties not enumerated, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty, as provided by Article V (w) of the Constitution; and
- WHEREAS:** The Council is authorized to enact laws, ordinances, and resolutions incidental to the exercise of its legislative powers as provided by Article V (v) of the Constitution; and
- WHEREAS:** The Council is authorized to manage all tribal economic affairs and enterprises of the Nation and to appropriate and regulate the use of tribal funds, as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate with Federal, State and local governments and to accept grants and donations from any person, organization, state, or the United States as provided by Article V (b) and (s), respectively, of the Constitution; and
- WHEREAS:** The Nation, acting through its Agricultural Resources Department, is a significant agricultural producer in the Verde Valley, and the Nation places a high priority on continuing its historic agricultural operations while also supporting a healthy and flowing Verde River, which is essential to support the Nation in its permanent tribal homeland on the Yavapai-Apache Reservation; and
- WHEREAS:** The Nature Conservancy (“TNC”) is a non-profit environmental organization active in the Verde River watershed with a focus on preserving the flows of the Verde River and the health of the ecosystems and economies that are supported by a continually flowing Verde River; and
- WHEREAS:** The Nation’s Agricultural Resources Department is working with TNC to develop the Nation’s agricultural operations with new opportunities in the local

and regional agricultural markets, including supporting the development of a small grains market in the Verde Valley and diversifying the Nation's annual farming crop rotation; and

**WHEREAS:** As authorized under Tribal Council Resolution No. 07-20, the Nation and TNC entered into a Memorandum of Understanding ("MOU") to continue their positive working relationship and to facilitate development of additional opportunities for the Nation related to the Nation's agricultural operations in local and regional agricultural markets, including through development of the Nation's agricultural lands; and

**WHEREAS:** Under the terms of the MOU the Nation and TNC have agreed to identify funding sources to assist the Nation in further developing its agricultural operations, including the Small Grains Project and other related projects; and

**WHEREAS:** As authorized under Tribal Council Resolution Nos. 175-20 and 47-21, TNC has provided grant funds that are currently being utilized to rehabilitate and return to service the Center Pivot Sprinkler Irrigation System No. 1 at the Nation's Cloverleaf Farm and Ranch ("Cloverleaf"), and

**WHEREAS:** TNC has identified a funding opportunity to continue assisting the Nation with installation of improved irrigation systems at Cloverleaf, including the rehabilitation and return to service of the Center Pivot Sprinkler Irrigation System No. 2, as set forth in the Grant Agreement attached to this Resolution as **Exhibit A**; and

**WHEREAS:** Under the Grant Agreement TNC will provide grant funding to the Nation in the amount of \$83,000 to be used to fund the installation at Cloverleaf of a center pivot irrigation system with at least 75% water use efficiency on at least 25-acres of irrigable lands owned by the Nation; and

**WHEREAS:** The Grant Agreement does not require a matching financial contribution from the Nation, except for such labor and materials as may be provided by the Nation's Agricultural Department in implementing the work under the Grant Agreement; and

**WHEREAS:** The Council has determined that the proposed Grant Agreement and its facilitation of and further development of the Nation's Cloverleaf Farm-Ranch operation is in the Nation's best interest.

**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 a Grant Agreement with The Nature Conservancy in accordance with the form of Grant Agreement attached to this Resolution as **Exhibit A**, and the Grant Agreement is hereby approved and incorporated into this resolution by reference.


**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 March 25 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, Council Secretary

Approved as to Form:

  
\_\_\_\_\_  
Office of the Attorney General

**EXHIBIT A**

**GRANT AGREEMENT**  
**BETWEEN**  
**THE YAVAPAI-APACHE NATION**  
**AND**  
**THE NATURE CONSERVANCY**  
**RELATED TO**  
**INSTALLATION OF IMPROVED IRRIGATION SYSTEMS**  
**AT THE NATION'S CLOVERLEAF FARM AND RANCH**  
**(IRRIGATION CENTER PIVOT NO. 2)**

**March 25, 2021**



Contract Number:	AZFO-210315
Accounting Information –	
Project Name:	AZ 1 Verde River
Project-Award-Activity Number:	P102125 - Microsoft
Source of funds:	Private Foundation <input type="checkbox"/> Private <input checked="" type="checkbox"/>

**GRANT BY TNC TO GRANTEE – PRIVATE FUNDS – SHORT FORM**

The Nature Conservancy (the “Conservancy”) has agreed to make a grant to **Yavapai-Apache Nation** (“Grantee”) in the amount of **\$83,000** (“the Grant”). If indicated above, this Grant is made under a Grant made to the Conservancy by **Microsoft** (“Prime Grant”). The Grant is also subject to the "Standard Grant Conditions" set out on the attached form (Exhibit A).

**Purpose of this Grant.**

This Grant will provide funds for the Grantee’s agricultural program (“Program”). Specifically, Grantee shall **utilize these funds as cost share for the installation of center pivot irrigation system with at least a 75% water use efficiency on at least 25 acres of irrigable lands owned by the Yavapai-Apache Nation as shown in Exhibit B.**

**Term.**

This Grant shall start on **May 1, 2021** and shall expire on **January 20, 2022**.

**Reporting and Due Dates.**

The Grantee shall submit the following reports using the attached formats (“Attachment B”):

- Interim Financial report** due October 15, 2021. **Final Financial report** is due January 20, 2022.
- Interim Programmatic report** due October 15, 2021. **Final Programmatic report** is due January 20, 2022.

Financial reports shall be submitted to **Tom Stitt, Conservation Financial Specialist (thomas.stitt@tnc.org)**.  
 Programmatic reports shall be submitted to **Kimberly Schonek, Verde River Projects Director (kschonek@tnc.org)**.

**Payment Amount and Schedule.**

- a. For all of the activities described above, the Conservancy shall pay the Grantee up to \$83,000 for reimbursement of project expenses. Payments will be made upon submission and acceptance of the programmatic and financial reports.
- b. Payments will be sent to the Grantee:
  - (i) ***By check payable to the Grantee.***

**CODE OF CONDUCT/HELPLINE**

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnchelpline](http://www.nature.org/tnchelpline).

**Accepted and agreed to by:**

**The Nature Conservancy**

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Yavapai-Apache Nation**

By: \_\_\_\_\_  
Jon Huey

Print Name: Jon Huey

Title: Chairman

Date: 3/25/2021

**Attachment A**  
**Standard Grant Conditions**

**I. PROVIDING FUNDS TO OTHERS**

The Grantee is prohibited from using the Conservancy's funds and/or assets for grants or contracts to others without the Conservancy's written permission. In addition, this Grant may not be assigned by the Grantee in whole or in part without the prior written consent of the Conservancy.

**II. NO AGENCY**

No legal partnership or agency is established by this Grant. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations or conduct of the other.

**III. TERMINATION AND REMEDIES**

The Conservancy shall have the right to terminate this Grant by giving 30 (thirty) days' written notice to the Grantee of intent to terminate. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if in the judgment of the Conservancy, (a) the Grantee defaults in performance of Grantee duties under this Grant, whether for circumstances within or beyond the control of the Grantee, or (b) the action or inactions of Grantee or its officers or directors could tarnish or damage the reputation of the Conservancy or affect its legal standing, the Conservancy may immediately terminate this Grant by written notice to the Grantee. Upon receipt of the termination notice from the Conservancy, the Grantee shall take all necessary action to cancel outstanding commitments relating to the work under this Grant. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay any obligations incurred by the Grantee that could not reasonably be canceled. Any Grant funds not expended or committed at the time of termination must be returned to the Conservancy. If at any time the Prime Grant is terminated, this Grant shall also be automatically terminated as of the termination date of the Prime Grant.

**V. LOBBYING AND POLITICAL CAMPAIGNING**

The Grantee shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this Grant. Should Grantee and the Conservancy agree to such lobbying activities, Grantee shall comply with all local, state, and federal laws related to lobbying, including but not limited to registration with regulating agencies, public reporting and disclosures, fundraising and expenditure activities, media and advertising, tax obligations, elections and campaigns.

The Grantee shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of the law or public policy, to cause any private inurement or improper private benefit to occur or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

**VI. COMPLIANCE WITH LAWS**

Grantee represents, warrants and covenants as follows, wherever applicable to the performance of the Services: (a) Grantee can lawfully work in the United States; (b) Grantee will obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required to perform the Services; and (c) Grantee will comply with all U.S. federal, state and local statutes, laws, executive orders, and other governmental requirements

of the state(s) in which the activities under this Agreement are performed (and the state in which the TNC Business Unit set forth on the first page of this agreement is located, if different), and any other U.S. jurisdiction(s) in which Grantee is organized or authorized to do business (collectively, "Applicable Law"). Grantee must not take any actions that might cause TNC to be in violation of Applicable Law.

#### **VII. PREVENTING TERRORIST FINANCING – IMPLEMENTATION OF E.O. 13224**

Grantee certifies that, to the best of its knowledge, Grantee and its subsidiaries, principals and beneficial owners, if any (referred to collectively in this Section as "Grantee Parties"):

- A. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
- B. (i) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
- C. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
- D. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Grantee Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Grantee Party is pending.

Should Grantee become aware that Grantee or any other Grantee Party is subject to any of the above conditions during the term of this Contract, Grantee must notify TNC immediately. If TNC determines that Grantee or any Grantee Party is subject to any of the above conditions, TNC may terminate this Grant effective immediately, with no further obligation hereunder, including payment. The terms of this Section must be included in all permitted subgrants and subcontracts.

#### **VIII. EXPENDITURE LIMITED TO DESIGNATED PURPOSES**

Grant funds may be spent only in accordance with the provisions of the Grantee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

#### **IX. BINDING EFFECT/AMENDMENTS**

This Grant shall become binding when signed by the parties. This Grant supersedes all prior or contemporaneous communications and negotiations, both oral and written, and constitutes the entire Grant between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

#### **X. INTELLECTUAL PROPERTY LICENSE AND USE OF CONSERVANCY NAME/LOGO**

Title to any Materials developed with Grant funds vests in the Grantee, with the Conservancy getting free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented Materials or inventions, trade secrets or other intellectual property rights. The word "Materials" may include, but is not limited to reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with



all supporting data and material, produced under this Grant. The Grantee agrees to provide the Conservancy with copies of the Materials at no cost.

The Grantee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy.

**XI. LIABILITY/INSURANCE**

The work to be performed under this Grant shall be performed entirely at the Grantee's risk. The Grantee agrees to indemnify and hold the Conservancy harmless from any and all liability or loss arising in any way out of the performance of this Grant. The Grantee shall carry appropriate workers' compensation, hazard, and liability insurance coverage written on an occurrence basis during the term of this Grant.

**Exhibit A**

Form A

**FORM A - CONSOLIDATED FINANCIAL REPORT**

NAME OF ORGANIZATION :	Yavapai Apache-Nation	COUNTRY:	USA
PROJECT NAME:	Center Pivot#2 Irrigation	SITE:	
REPORT PERIOD:		SUBAWARD #:	AZFO-210515

Prior period adjustments require a detailed explanation in the notes section provided below.  
Fill in the yellow shaded areas only.

TNC-FUNDED EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL						
B. FRINGE BENEFITS						
C. TRAVEL						
D. EQUIPMENT						
E. SUPPLIES						
F. CONTRACTUAL						
G. CONSTRUCTION						
H. OTHER (Printing+Office)						
I. TOTAL DIRECT COSTS						
J. INDIRECT COSTS						
K. TOTALS						
<b>PERCENTAGE OF BUDGET SPENT</b>					#DIV/0!	

MATCH EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL						
B. FRINGE BENEFITS						
C. TRAVEL						
D. EQUIPMENT						
E. SUPPLIES						
F. CONTRACTUAL						
G. IN-KIND						
H. OTHER (Printing+Office)						
I. TOTAL DIRECT COSTS						
J. INDIRECT COSTS						
K. TOTALS						
<b>PROJECT TOTALS</b>						

OTHER SOURCES OF INCOME			
	Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C= A+B)
GROSS PROGRAM INCOME			
INTEREST			
<b>TOTAL</b>	0.00	0.00	0.00

Explanation of Prior Period Adjustments:

\_\_\_\_\_  
NAME AND TITLE - PROJECT COORDINATOR

\_\_\_\_\_  
SIGNATURE - PROJECT COORDINATOR

\_\_\_\_\_  
DATE OF SIGNATURE

\_\_\_\_\_  
NAME AND TITLE - FINANCE DIRECTOR

\_\_\_\_\_  
SIGNATURE - FINANCE DIRECTOR

\_\_\_\_\_  
DATE OF SIGNATURE

Note: LOP means Life of Project.

Form B

**FORM B - SOURCE AND USE OF FUNDS**

NAME OF ORGANIZATION: **Yavapai Apache-Nation**  
PROJECT NAME: **Center Pivot#2 Irrigation**  
REPORT PERIOD:

COUNTRY: **USA**  
SITE: **0**  
SUBAWARD #: **AZFO-210315**

Fill in the yellow shaded areas only.

	LINE	Prior Period Expenses	Current Expenses	Cumulative
<b>TOTAL EXPENSES</b>	1	-	-	-
TNC SHARE OF EXPENSES	2	-	-	-
SUBAWARDEE SHARE OF EXPENSES (MATCH)	3	-	-	-
TOTAL TNC FUNDS RECEIVED TO DATE	4			
ADVANCE REMAINING	5			
ADVANCE REQUEST FOR PROJECTED PERIOD EXPENSES: attach a narrative description of need	6			
REQUESTED TNC FUNDS	7			-

\_\_\_\_\_  
NAME AND TITLE - PROJECT COORDINATOR

\_\_\_\_\_  
NAME AND TITLE - FINANCE DIRECTOR

\_\_\_\_\_  
SIGNATURE - PROJECT COORDINATOR

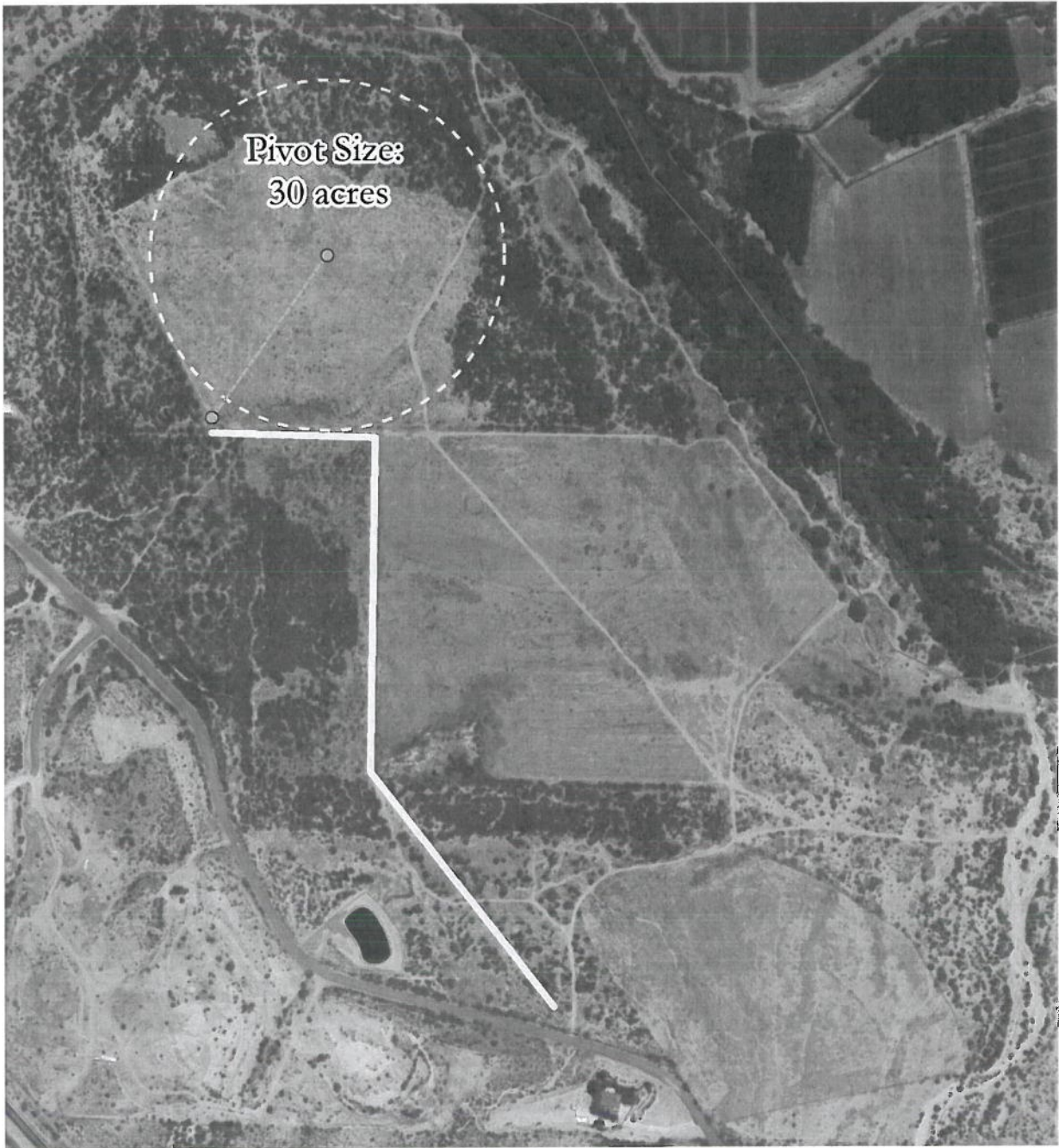
\_\_\_\_\_  
SIGNATURE - FINANCE DIRECTOR




\_\_\_\_\_  
DATE OF SIGNATURE

\_\_\_\_\_  
DATE OF SIGNATURE

Exhibit B

Pivot 2: Yavapai-Apache Nation's Upper Cloverleaf



-  Pivot Boundary
-  Supply Line to be Installed
-  Existing 12" Water Line

Township 14N Range 4E, Section 4,  
Quarter Quarter NWSE, NESE

