

**RESOLUTION NO. 72 -21
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION**

**A Resolution Approving the Yavapai-Apache Nation Contract for Expert
Consulting Services with Springs Stewardship Institute for Water-Rights Matters –
Ethnoecology Project**

- 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 as the legislative body of the Nation, is empowered 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, as the legislative body of the Nation, 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 appropriate and regulate the use of the Nation’s funds, as provided by Article V (k) of the Constitution; and
- WHEREAS:** The water resources of the Nation provide a critical water supply in support of the Nation’s permanent tribal homeland needs; and
- WHEREAS:** The Yavapai-Apache Nation, and the United States on the Nation’s behalf, have claims for water rights pending in the case titled *In Re the General Adjudication of All Rights to Use Water in the Gila River System and Source, W1-4* (“Gila River Adjudication”), Maricopa County Superior Court, Arizona; and
- WHEREAS:** The Nation requires an independent expert to assist the Nation in further compiling and reviewing its ethnoecology information in support of the Nation’s water rights settlement negotiations and for potential presentation of an expert report in the Gila River Adjudication case; and
- WHEREAS:** The Bureau of Indian Affairs has provided funding for the Nation to hire technical experts under the Nation’s Public Law 93-638 Section 108 Contract with the Bureau of Indian Affairs, Contract No. A20AV0058, Water Resources Program (“638 Contract”); and

WHEREAS: The Nation has identified Springs Stewardship Institute (Dr. Larry Stevens, PhD) (“Consultant”) as qualified to perform the expert work required by the Nation and Consultant has agreed to perform the work in accordance with the Terms and Conditions of the Yavapai-Apache Nation Contract for Expert Consulting Services (Springs Stewardship Institute – Ethnoecology Project) (“Expert Consulting Contract”), in the form attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS: The Council has determined that the fees, expenses and costs arising under the Expert Consulting Contract with the Consultant shall be paid out of funds available under the Nation’s above-referenced 638 Contract; and

WHEREAS: The term of the Expert Consulting Contract with the Consultant shall be for the period beginning April 22, 2021 and ending on December 31, 2022, subject to all terms and conditions required by the Nation’s 638 Contract, and all fees, expenses and costs paid under the Contract shall be capped at **\$25,000** for the services to be provided, unless otherwise provided by the Tribal Council in an amendment to said Contract; and

WHEREAS: The Council has reviewed the Nation’s Expert Consulting Contract with the Consultant, attached to this Resolution as **Exhibit A**, and deems it to be in the best interest of the Nation to enter into the Contract in accordance with the Terms and Conditions provided therein.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the Expert Consulting Contract with Springs Stewardship Institute in the form attached to this Resolution as **Exhibit A**, and in accordance with the Terms and Conditions provided therein.

BE IT FURTHER RESOLVED that the Tribal Council directs that all fees, expenses and costs arising under the Expert Consulting Contract shall be paid by the Nation from funds received (currently and in the future) by the Nation from the United States Bureau of Indian Affairs under the Nation’s Public Law 93-638 Section 108 Contract with the Bureau of Indian Affairs, Contract No. A20AV0058 (Water Resources Program).

BE IT FURTHER RESOLVED that the Chairman, Vice-Chairwoman, or either of them, are authorized to execute amendments to the Consulting Contract providing no-cost extensions to the performance period of the Consulting Contract as necessary to accomplish the project objectives and in accordance with any extensions granted for the project by the Bureau of Indian Affairs under Contract No. A20AV0058 (Water Resources Program). Any contract amendments that provide for additional funds must be approved by the Tribal Council.

BE IT FURTHER RESOLVED that the Tribal Council directs that all services provided by Springs Stewardship Institute under the Expert Consulting Contract shall be

reviewed by and coordinated through the Nation's Office of Attorney General, with progress reports provided to the Council from time to time.

BE IT FINALLY RESOLVED that the Chairman, 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.

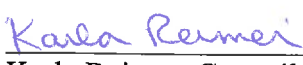
CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, presented for approval on April 22, 2021, by a vote of 7 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation.




Jon Huey, Chairman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Attorney General

EXHIBIT A

YAVAPAI-APACHE NATION

CONTRACT FOR EXPERT
CONSULTING SERVICES

(Springs Stewardship Institute – Ethnoecology Project)

April 22, 2021

**YAVAPAI-APACHE NATION
CONTRACT FOR EXPERT CONSULTING SERVICES
(Springs Stewardship Institute – Ethnoecology Project)**

THIS CONTRACT is between the YAVAPAI-APACHE NATION (NATION), a federally recognized Indian Tribe, acting by and through the Nation's Tribal Council, whose address is 2400 West Datsi Street, Camp Verde, Arizona 86322, and SPRINGS STEWARDSHIP INSTITUTE, A 501(c)(3) non-profit, whose address is 2830 W. Forest Hills Dr., Flagstaff, Arizona 86001 (Consultant).

WITNESSETH

WHEREAS, the Tribal Council is authorized under the Constitution of the Yavapai-Apache Nation to represent the Nation and to act in all matters that concern the health and welfare of the Nation;

WHEREAS, the Tribal Council adopted Resolution No. 72-202 on April 22, 2021, authorizing the Nation to enter into a contract with Consultant for the purposes set forth in this Contract; and

WHEREAS, Consultant wishes to enter into a Contract to provide expert consulting services to the Nation's Attorneys under the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. **Term of Contract.** The term of this Contract is for the period:

April 22, 2021 (the "Effective Date") through December 31, 2022

2. **Scope of Services.** For the term of this Contract, and for any extensions, modifications or amendments hereto, the Consultant shall provide expert consulting services ("Services") to the Nation's Attorneys pursuant to the *Scope of Services and Budget* attached hereto and incorporated by reference as **Exhibit A**. Amendments may be made to the *Scope of Services and Budget* through mutual written agreement of the parties.
3. **Status as a Consulting Expert; Potential as a Testifying Expert.** Consultant's Services shall be undertaken as a Consulting Expert for the Nation. Notwithstanding the foregoing, Consultant acknowledges and agrees that the Nation's Attorneys may or may not request that Consultant be designated as the Nation's Testifying Expert with regard to the Nation's water rights claims in the case captioned, *In Re the General Adjudication of All Rights to Use Water in the Gila River System and Source*, W1-4, Maricopa County Superior Court (Gila River Adjudication). In the event the Nation's Attorneys seek designation of Consultant as a Testifying Expert in the Gila River Adjudication, Consultant and Nation agree that this Contract will be amended and/or extended to for such Services which may include, but not be limited to, preparing expert reports, attending depositions, and providing expert testimony related to the matters for which Consultant has provided Services to the Nation.
4. **Schedule.** Consultant and the Nation agree that due to the nature of the Services contemplated in this Contract, it is difficult to determine exact completion dates for all tasks. Consultant agrees to faithfully and diligently pursue the Scope of Services in recognition that the Nation has placed a high priority on the completion of the Services in a timely fashion. Annual schedules for the completion of Services shall be as defined in the *Scope of Services and Budget* attached as **Exhibit A** or as directed and agreed upon by the parties during the course of work performed.
5. **Supervision and Direction by the Nation's Attorney General and Special Legal Counsel.** The Consultant, in the performance of the Services under this Contract shall be subject to the coordinated supervision and direction of (a) the Nation's Attorney General and (b) the Nation's Special Legal

Counsel for Water Rights representing the Nation in the Gila River Adjudication (collectively, "the Nation's Attorneys"). Notwithstanding the foregoing, the Nation, acting through the Tribal Council, reserves the right to amend, extend, modify or terminate this Contract pursuant to Sections 21 and 25 hereinbelow.

6. **Performance by Consultant.** Except as otherwise provided, or as may be agreed upon in writing by the Nation and the Consultant, or their properly authorized representatives, Services performed under this Contract shall be performed by or personally supervised and directed by DR. LARRY STEVENS PhD. Consultant shall use his/her best professional efforts and judgment in providing Services to the Nation under this Contract.
7. **Compensation to Consultant for Professional Services.** Consultant shall be compensated for Consultant's Professional Services (Services) at the rates established in the *Scope of Services and Budget* attached as **Exhibit A**.
8. **Compensation to Consultant for Costs and Expenses.** Consultant shall be compensated for all reasonable and necessary costs and expenses (Costs) under this Contract, including, but not limited to, costs for models, copy, printing, postage and delivery expenses, travel expenses, but not including office expenses such as rent, light, etc. Rates for certain specific costs shall be applied as established in the *Scope of Services and Budget* attached as **Exhibit A**.
9. **Cap on Consultant Services and Costs.**
 - A. Consultant's Services and Costs to be paid under this Contract shall not exceed the amount set forth in the *Scope of Services and Budget* ("Total Cap on Services and Costs") attached hereto as **Exhibit A**.
 - B. Consultant shall have no obligation to provide Services or incur Costs in excess of the sums provided under this Contract and Nation shall have no obligation to make payment on invoices for Services and Costs which exceed the Total Cap on Consultant's Services and Costs.
10. **Invoicing and Payment for Services and Costs.**
 - A. Consultant agrees to submit invoices to the Nation every month for Services and Costs under this Contract with a breakdown of hours spent by Consultant and other personnel in support of the Services provided. Consultant shall provide a short (1-2 paragraphs) narrative write-up of the activities accomplished during the month for which the invoice is provided. Invoices which include costs and expenses incurred by subcontractors used by Consultant shall include a copy of such subcontractor's invoice for rendering services, along with reasonable supporting documentation in support of the cost or expense incurred.
 - B. Invoices shall be submitted to the Chairperson of the Yavapai-Apache Nation (via U.S. Mail), with a copy to the Attorney General (via email) and a copy to the Nation's Special Legal Counsel for Water Rights (via email). The Chairperson, or his/her designated representative, is authorized to review and approve the invoices for Services and Costs.
 - C. Upon receipt of each invoice, the Nation agrees to promptly review each invoice and pay all undisputed amounts within thirty (30) days of receipt of such invoice.
 - D. In the event the Nation disapproves of any item for Services or Costs submitted, the Nation will submit a statement, in writing, to Consultant within thirty (30) days of receipt of each invoice which states the specific portion of the invoice and the specific reason for the disapproval. If the Nation does not provide this statement to Consultant in writing within thirty (30) days of receipt of the submitted invoice, the disputed item shall be deemed approved and shall be due and payable to Consultant. The parties agree to attempt to resolve any disputed amount informally. If the dispute cannot be informally resolved, the parties agree to resolve the dispute pursuant to

11. Confidential Information.

- A. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means any data or information that is not generally known to the public, whether in tangible or intangible form, including, but not limited to, oral communications, letters, emails, facsimiles, originals, copies, drafts, works-in-progress, supporting documents, notes, models, studies, drawings, research, data, compilations, plans, reports, designs, concepts, specifications, flow charts, databases, any other information that should reasonably be recognized as Confidential Information of the Nation, and any other work generated or collected by Consultant under this Contract.
- B. Ownership of Confidential Information.** Consultant acknowledges and agrees that all Confidential Information is proprietary to the Nation and comprises privileged and confidential attorney work product of the Nation to the extent permitted by law.
- C. Exemption from Definition of Confidential Information.** Notwithstanding anything in this Section to the contrary, Confidential Information shall not include information which: (i) was known to the Receiving Party prior to receiving the Confidential Information; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to the Nation to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation in a publicly available manner; and (v) is or has been independently developed outside of Consultant's Scope of Services without violation of the terms of this Contract or with reference or access to any Confidential Information of the Nation.
- D. Approval Required Prior to Disclosure of Confidential Information.** In any matter or case in which disclosure of Confidential Information is or may be appropriate, no disclosures shall be made without prior written approval of the Nation's Attorneys. This prohibition includes, but is not limited to, communications with any person representing the media, any industry representatives, and any colleagues or fellow researchers.
- E. Limitation of Disclosure of Confidential Information to Subcontractors, Research Assistants and Other Personnel.** Disclosure of Confidential Information may be made to persons or entities serving in the capacity as a subcontractor, research assistant, or other support personnel to Consultant as part of Consultant's need for such services as permitted by Section 16 of this Contract. Consultant shall limit the scope of disclosure of Confidential Information to subcontractors, research assistants, and other personnel to the minimum extent required for such person or entity to perform the work necessary in support of Consultant. Consultant shall make it clear to such persons or entities the importance of confidentiality and safekeeping of the Confidential Information during the course of performing work for Consultant and that such person or entity must return all Confidential Information in his/her/its possession at any time upon request by Consultant or the Nation and at the termination of work being provided by such person or entity. Prior to any disclosure under this paragraph E, the Subcontractor, research assistant or other support personnel shall be required to enter into a *Yavapai-Apache Nation Confidentiality and Nondisclosure Agreement for Water-Related Project* in the form attached to and incorporated herein as **Exhibit B**.
- F. Safekeeping of Confidential Information.** Consultant covenants and agrees: (i) to treat all Confidential Information as strictly confidential and to take such measures as may be necessary and appropriate to protect such Confidential Information from disclosure; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever, except as provided for in this Contract, or as may be specifically approved in

writing by the Nation's Attorneys; and (iii) not to access or use any Confidential Information for economic, personal or professional gain for himself/herself or any third party.

- G. **Duty to Notify.** In the event Consultant is subject to a claim or request for Confidential Information by any person or entity, Consultant shall promptly notify the Nation's Attorneys in writing of said request in order to provide the Nation with an opportunity to review or contest such a request.
 - H. **Lost, Missing, Stolen or Improperly Transferred Confidential Information.** Should any Confidential Information be lost, discovered missing, or mistakenly or inadvertently released without the Nation's Attorneys' consent to any unauthorized person or third party, the Consultant shall immediately report the details of such incident to the Nation's Attorneys and take such steps as may be reasonably necessary to retrieve or request the destruction of such Confidential Information, except where destruction would result in the loss of the original of the Confidential Information.
 - I. **Term for Nondisclosure of Confidential Information.** Consultant's obligations under this Contract regarding any particular Confidential Information shall commence immediately upon first having access to such Confidential Information and shall continue during and after the term of this Contract until such Confidential Information has become public knowledge other than as a result of any breach of this Contract by Consultant.
 - J. **Strict Compliance.** Consultant acknowledges and agrees that the improper use or disclosure of the Confidential Information by Consultant or by its employees, agents, subcontractors, research assistants and other support personnel is likely to cause the Nation to incur financial costs, loss of advantage, liability under confidentiality agreements with third parties, civil damages and/or other penalties. Consultant therefore agrees to maintain strict compliance with the disclosure and use restrictions set forth herein. The damages to the Nation that would result from the unauthorized dissemination of the Confidential Information may be impossible to calculate. Therefore, the Parties agree that the Nation shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available, whether at law or in equity.
12. **Format of Files; Transfer of Files.** Consultant shall keep the Nation's files, including all Confidential Information, in an electronic format, except for any original documents, which must be kept in their original format as a result of their value as an original for which a digital copy cannot be substituted. At the termination of this Agreement, subject to any amendments thereto, or at any time during the pendency of this Contract if requested by the Nation or its Attorneys, Consultant shall transfer the Nation's files to the Nation's Attorneys in an organized and readily identifiable electronic format, except for any original documents which must also be transferred to the Nation's Attorneys in their original format. Upon the Nation's receipt of the files, except as to files that are no longer confidential and privileged in accordance with Section 11, the Consultant shall delete and remove the files and Confidential Information from all paper, computer and electronic storage systems.
13. **Recordkeeping; Access to Records.** Consultant shall maintain the Nation's files and Confidential Information so that, in the event disclosure is required, the files and Confidential Information are readily accessible by the Nation and its Attorneys. The Nation shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent to the Services provided under this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. **Email Use Policy.** Consultant, including its employees, agents, subcontractors, research assistants and other support personnel, agrees that Consultant will endeavor to limit the use of email to administrative matters pertaining to this Contract and to scheduling matters for carrying out the Services contemplated hereunder. Documents, drafts and other substantive matters may be transmitted by email or uploaded to a secure file sharing service upon receiving further instruction from the Nation's Attorneys.

15. Avoiding Conflicts of Interest.

- A. The Consultant acknowledges that the Services provided under this Contract may be used to support the Nation's water rights claims in the Gila River Adjudication, and as such, the Nation has a substantial interest in maintaining the Consultant's independence and avoiding any conflicts of interest which could be used by another party in the Adjudication to seek to disqualify the Consultant should the Consultant ultimately be designated as a Testifying Expert for the Nation in the Gila River Adjudication. Based upon the consideration provided under this Contract, Consultant agrees that he/she will not testify as a witness or participate as a consultant or expert in any federal, state or administrative proceeding involving the Nation's water rights or the issues relevant to the Nation's water rights on behalf of any other person or third party without the express written permission of the Nation's Attorneys.
- B. Consultant agrees not to enter into any agreement for the performance of work or provision of services with any person or party who is a litigant or a potential litigant in the Gila River Adjudication without prior notification and written approval of the Nation's Attorneys.
- C. Consultant agrees to disclose to the Nation's Attorneys any potential or actual conflicts of interest during both the term of this Contract as well as after the expiration or termination of this Contract.
- D. At the time of entering into this Contract, the Nation acknowledges that Consultant has an active practice in water-related matters, and the Nation does not wish to unduly impede Consultant's ability to conduct business but it is important to the Nation that Consultant will not be able to serve as a technical or testifying expert to anyone else in the Gila River Adjudication without the Nation's permission, if they enter into this Agreement.

- 16. Authorization to Subcontract, Utilize Research Assistants and Other Personnel Required.** The Nation acknowledges that Consultant, from time to time, may require the assistance of subcontractors, research assistants and other personnel (collectively "subcontractors") to complete certain tasks as described in the Scope of Services. In the event a subcontractor is required; the Consultant shall obtain the prior written approval from the Nation's Attorneys prior to engaging the services of a subcontractor to perform such work. Prior to any subcontractor being utilized by Consultant, such entity or individual shall also execute the *Yavapai-Apache Nation Confidentiality and Nondisclosure Agreement for Water-Related Project* in the form as attached hereto as **Exhibit B** or as the same may be amended from time to time by the Nation's Attorneys, and Consultant shall provide a digital copy of the Confidentiality and Non-Disclosure Agreement to Attorneys. Consultant expressly assumes all responsibility and liability for all acts or obligations of the subcontractor and agrees to indemnify and hold harmless the Nation from any claims related thereto.

- 17. Status as an Independent Contractor.** Consultant is an Independent Contractor to the Nation under this Contract and nothing in this Contract shall be construed to establish any other legal relationship between the Nation and Consultant. Neither Consultant (nor any of Consultant's employees or subcontractors) shall have the status as an employee of the Nation for any purpose whatsoever, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, any applicable state revenue and taxation law, Workers' Compensation law, or any applicable state unemployment insurance law or for any other purpose. The Nation shall not be responsible for withholding any amounts for social security, state or federal unemployment insurance, worker's compensation insurance, or any other expenses from the compensation paid to Consultant under this Contract. In addition, because Consultant is engaged in Consultant's own independent business, Consultant acknowledges that it is not eligible for, and shall not participate in, any of Nation's pension, health, or fringe benefit plans or any other benefits accruing to Nation's employees. Consultant shall indemnify and hold harmless the Nation from and against any tax or other liability arising against Consultant and its subcontractors

because of compensation paid to Consultant under this Contract.

18. **No Joint Venture or Partnership.** Nothing in this Contract shall be construed to establish a partnership or joint venture, and the Nation shall not be liable for any obligations incurred by Consultant unless specifically authorized in writing by the Nation. Consultant shall not act as an agent of the Nation ostensibly or otherwise, except as provided for herein or as may be specifically authorized in the Scope of Services, nor shall Consultant bind the Nation in any manner, unless specifically authorized to do so in writing by the Nation.
19. **Workers' Compensation.** The Parties agree that Consultant is solely responsible to supervise its employees and subcontractors and control the work being performed under this Agreement. By executing this Contract, Consultant acknowledges and agrees it is not entitled to Workers' Compensation insurance coverage provided by the Nation and affirms that Consultant is a sole proprietor, doing business as a sole proprietor. Consultant agrees that it is performing work as an independent contractor for the Nation, Consultant is not an employee of the Nation for workers' compensation purposes, and, therefore, Consultant is not entitled to workers' compensation benefits from the Nation. Consultant understands that if Consultant has any employees working for Consultant, that Consultant must maintain workers' compensation insurance for them.
20. **Indemnification.** To the fullest extent permitted by law, Consultant shall hold harmless, defend at his/her/its own expense, and indemnify Nation, its officers, employees, agents, attorneys and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Consultant or its officers, agents, employees, or subcontractors in rendering services under this Contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Nation's sole negligence or willful acts.
21. **Termination.** Either party may terminate this Contract, with or without cause, at any time by providing ten (10) calendar days written notice to the other party.
22. **Notices.** All notices pursuant to this Contract shall either be hand-delivered or sent by federal express or certified mail, return receipt requested. Notice shall be deemed given upon receipt. The following are the representatives designated in connection with this Contract, whose addresses for notices are:

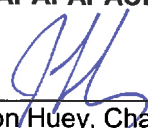
<p>For Yavapai-Apache Nation: Chairperson YAVAPAI-APACHE NATION 2400 W. Datsi Street Camp Verde, Arizona 86322</p> <p>With a Copy To: Mr. Scott Canty, Attorney General YAVAPAI-APACHE NATION 2400 W. Datsi Street Camp Verde, Arizona 86322 Ph. (928) 567-1040 Email: acanty@van-tribe.org</p> <p>And an Email Copy to: Ms. Robyn L. Interpreter Ms. Susan B. Montgomery MONTGOMERY & INTERPRETER, PLC 3301 E. Thunderbird Rd. Phoenix, Arizona 85032 <i>Special Legal Counsel for Water Rights</i> Ph. (480) 513-6825 Email: rinterpreter@milawaz.com and smontgomery@milawaz.com</p>	<p>For Consultant: Dr. Larry Stevens Springs Stewardship Institute 2830 W. Forest Hills Dr. Flagstaff, Arizona 86001 Larry@SpringStewardship.org</p>
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The parties may designate alternate addresses and persons identified to receive Notice pursuant to this Section by providing advance written notice to the other party.

23. **No Waiver of Sovereign Immunity.** Nothing in this Contract shall be deemed to establish a waiver of the Nation's sovereign immunity to unconsented lawsuits, claims or actions of any kind.
24. **Dispute Resolution.** In the event of any dispute between Consultant and the Nation regarding any aspect or provision of this Contract, the parties agree to use their best efforts to resolve the dispute informally. In the event the parties are unable to obtain an informal resolution of such dispute, Consultant and the Nation agree that all disputes regarding any aspect or provision of this Contract shall be resolved in the Tribal Courts of the Yavapai-Apache Nation in accordance with applicable Tribal Law.
25. **Amendments.** The Nation and Consultant agree that all writings the parties intend to make a part of this Contract are referenced and attached to this Contract. Any such writings are hereby incorporated by reference. The parties agree that no oral statements or admissions shall be usable as evidence to contradict or modify the terms of this Contract. The parties agree that this Contract may be amended by the execution of a written amendment approved by the Nation's Tribal Council and Consultant.
26. **Assignment Prohibited.** Assignment of the obligations of this Contract shall not be made without the written consent, previously obtained from the Nation. No assignment or encumbrance shall be made of any interest of the Consultant in the compensation, costs or expenses to be paid under this Contract without such consent. In the event Consultant requires a subcontractor to assume a significant portion of the Scope of Services, or to provide a portion of the Scope of Services that could potentially require such subcontractor to become a separate Testifying Expert on behalf of the Nation in the Gila River Adjudication (*i.e.* in instances where Consultant may not be a qualified expert for a particular subject matter), Consultant shall confer with the Nation and the Nation, in its sole discretion, shall determine whether the Nation will enter into a separate contract with such person or entity to carry out those portions of the work specified in the Scope of Services that are best-suited to such person or entity. Should the Nation so choose to issue a separate contract, then the Scope of Services and the amount of Compensation to be paid to Consultant under this Contract shall be amended and reduced accordingly.
27. **Severability.** If any term or provision of this Contract is found by a court of competent jurisdiction to violate any provision of any applicable law, statute or regulation, said provision shall be deemed by the parties to be severed from the Contract and the Contract shall continue in full force and effect. If any consideration specified as compensation to Consultant is determined by a court of competent jurisdiction to violate any applicable federal statute, regulation or law, the parties agree that such law, statute or regulation shall be applied to this Contract in lieu of such provision and the consideration specified by such law, regulation or statute shall be applicable and this Contract will thereafter remain in full force and effect.
28. **Binding Effect.** The obligations of this Contract shall apply to and be binding upon the Consultant, the Consultant's company, business, employees, agents, officers, research assistants, subcontractors, successors and assigns, and any person acting on behalf of the Consultant in relation to the Services provided hereunder.
29. **Affirmations.** Any false affirmations in this Contract shall be grounds for immediate termination of this Contract by the Nation or Consultant.
30. **Headings.** The headings of this Contract are for reference only and shall not limit or define the meaning of any provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date provided hereinabove.

YAVAPAI-APACHE NATION

By 
Jon Huey, Chairman


Date 4/22/21

SPRINGS STEWARDSHIP INSTITUTE

By _____
Dr. Larry Stevens, Director

Date _____

Approved as to Form:


Attorney General – Yavapai-Apache Nation

**SCOPE OF SERVICES & BUDGET
FOR AN ANALYSIS OF
THE ETHNOECOLOGY OF THE YAVAPAI-APACHE RESERVATION**

Springs Stewardship Institute
(A 501c3 not-for-profit Arizona ecological corporation)
2830 W. Forest Hills Dr.
Flagstaff, AZ 86001
SpringStewardshipInstitute.org
Contact: Larry@SpringStewardship.org

INTRODUCTION

Dr. Larry Stevens, PhD and Director of the Springs Stewardship Institute (SSI), a 501c3 not-for-profit corporation based in Flagstaff, Arizona, will coordinate and oversee four (4) tasks related to the compilation of information and mapping the ethnoecology of the Yavapai-Apache Nation (“Nation”) Reservation. These tasks are designed, amongst other objectives, to assist the Nation’s expert consultant Dr. Abe Springer with determining the ecological function and cultural importance of the Verde River for quantifying an instream flow right for the Nation. Because the ancestral territory of the Yavapai and Apache People of the Nation is far more extensive than the Nation’s current Reservation lands, this Project will also include a review of portions of the Nation’s ancestral lands near each district of the Yavapai-Apache Reservation¹ to provide the necessary ethnobiological and cultural context for the Nation’s current Reservation land base. SSI’s interest and expertise in this project is due to the overwhelming role of springs in supplying baseflow to the Verde River basin, its ecosystems, and associated species.

DESCRIPTION OF TASKS

Task 1: Compilation of Information on the Ethnobiology of Reservation and Nearby Lands

This task will involve compilation of information on the historical and current biological resources of the Yavapai-Apache Reservation (“Reservation”) in the vicinity of Camp Verde, Arizona, using available literature, interviews with Tribal staff, and field data collected during initial data collection. The compilation will entail development of an annotated bibliography on all macro-species historically or presently reported on or adjacent to the Nation’s Reservation, as well as assemblages and landforms of interest to the Tribes. The species list will be reviewed in relation to habitat requirements and relationships to Verde River flows (e.g., aquatic, wetland, riparian, and upland taxa, assemblages, and landforms), and ethnoecological significance to the Yavapai and Apache people. Along with the annotated bibliography, all source documents referenced in the Report prepared in Task 3 will be compiled into organized digital files and provided to the Nation’s water rights attorneys. Dr. Springer will assist with review of the bibliography.

Deliverables: Draft bibliography and source documents files.

Due Date: December 2021, Final with submission of Final Report.

¹ The Yavapai-Apache Nation has five distinct areas which comprise the Yavapai-Apache Reservation, the Lower Verde, Middle Verde, Clarkdale, Rimrock and Montezuma Districts.

Springs Stewardship Institute
Improving Understanding and Stewardship of Springs-supported Ecosystems and Species

Task 2: Mapping of Vegetation, Land Forms, and Selected Cultural Site Localities on Reservation and Adjacent Lands

This task will be completed by first assembling a boundary provided by the Yavapai-Apache Nation, along with recent and historical data and aerial imagery of Reservation and nearby adjacent lands, and importing that imagery into a geographic information system (GIS). From that imagery, our GIS Analysts will identify and visually map polygons across the Reservation. The vegetation cover and structure, the landform context, and the location of sites of cultural and religious significance to the Yavapai and Apache Nation will then be visited and mapped for each identified polygon at a spatial resolution of 9 m². Vegetation will be mapped during the springtime flush of the early growing season (prior to the onset of the summer monsoon, and selected polygons will be revisited in the post-monsoon period in 2021 to account for vegetation change in relation to pre-monsoon versus post-monsoon seasons. In each polygon, vegetation will be identified to the species level, and the visually-estimated percent cover, stature, and wetlands status of each species will be compiled and mapped. The resulting vegetation map will be accurate to the scope of the available imagery (likely < 30 m), and entered into the Nation's GIS system. A map of vegetation cover, habitat structure, and wetland vegetation distribution will be developed. The ethnobotanical characteristics of each species also will be noted for each plant species, and a map of the concentration of ethnobotanical value will be developed through discussion with Tribal staff and informants, and included with the reports. A geodatabase, complete with related tables and metadata, will be provided to the Nation for integration into the Nation's existing GIS system. Dr. Springer will be available for consultation and review on the construction and analysis of the geodatabase.

Deliverables: Draft and final Annotated Landform and Vegetation (including structure and wetland status) Map, including electronic appendices. GIS files for integration into the Nation's existing GIS system.

Due Date: Draft Report December 2021; Final with submission of Final Report.

Task 3: Convene two meetings with Nation's members to determine species, assemblages, and landforms related to the cultural well-being of the Nation. With the services of anthropology subcontractor Dr. Robert Breunig, we will convene two meetings with qualified Nation members to: a) present the findings of the species lists and preliminary mapping data, b) solicit feedback from those members on species and landforms and traditional cultural properties that are regarded as essential to the cultural integrity of the Nation and its members, and c) during the second meeting, review and finalize those findings back to the participating Nation member participants. Dr. Springer will participate in these meetings and the discussion of the findings.

Deliverables: Draft and final meeting notes for both meetings.

Due Date: Draft meeting notes December 2021; Final with submission of Final Report.

Task 4: Project Synthesis Report A draft and final annotated Report titled *Ethnoecology of the Yavapai-Apache Reservation, Arizona*, with annotated appendices summarizing and synthesizing the information will be prepared, reviewed by the Nation and then provided to the Nation's legal team. SSI will communicate and coordinate with Dr. Springer incorporation of the results into a separate YAN Instream flow assessment report. The Report will also include the Bibliography

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(Task 1) and both the Annotated Landform and Vegetation Map and a Reservation geodatabase, prepared in Task 2 as Appendices to the Report. In the Report, all sources referenced will be hyperlinked to the digital file of the source. The Report will be prepared for peer-reviewed publication.

Deliverables: Draft and Final Report and Appendices.

Due Date: Draft Final Report February 2022, Final Report June 2022.

SCHEDULE

Task 1	Compilation of Information on the Ethnobiology of Reservation and Nearby Lands	Draft Annotated Bibliography and Appendices: December 2021 Final Annotated Bibliography with Appendices and Source Documents: with submittal of Final Project Report, June 2022
Task 2	Mapping of Vegetation, Land Forms, and Selected Cultural Site Localities on Reservation and Nearby Lands	Draft Mapping: December 2021 Final Mapping: At submittal of Final Project Report, June 2022
Task 3	Convene two meetings with Nation members to determine and confirm species, assemblages, and landforms of cultural significance to the Nation.	Draft Report: October 2021 Final Report: June 2022
Task 4	Project Report: <i>Ethnoecology of the Yavapai-Apache Reservation</i>	Draft Report: February 2022 Final Report: June 2022

PROJECT PERSONNEL

SSI will subcontract this project to Dr. Larry Stevens, PhD (Principal, Stevens Ecological Consulting, LLC). Dr. Stevens is the Director of SSI and has nearly 50 years of research experience in western North American ecosystem ecology, and has published more than 120 peer-reviewed scientific and popular articles on a wide array of water resources, biodiversity, endangered species, ecosystem ecology, and cultural topics. He will oversee the activities of several SSI consultants, including: anthropologist Dr. Robert Breunig (private consultant); Jeri D. Ledbetter (MGIS, Principal for Ecological Research Solutions, LLC, GIS Analyst); Jeffrey Jenness (MGIS; Jenness Enterprises, GIS Analyst); Andrea Hazelton (private botany consultant), Brianna Mann (private

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vertebrate biology consultant). Curriculum vitae are available for each of these individuals upon request.

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BUDGET

Proposed SSI budget for YAN ethnoecology project.

Consultants	Description	Count	Unit	Rate	Total
	Larry Stevens, PI (SEC)	100	hr	\$50	\$5,000.00
	Jeri Ledbetter, GIS Analyst (ERS)	80	hr	40	3,200.00
	Andrea Hazelton, Botanist	80	hr	40	3,200.00
	Jeff Jenness, GIS Analyst (JE)	80	hr	30	2,400.00
	Brianna Mann, Biologist	60	hr	20	1,200.00
	Robert Breunig, Anthropologist	100	hr	25	2,500.00
Subtotal Payroll					\$17,500.00

Travel					
	Mileage (8 RTs)	1100	mi	0.56	\$616.00
	Lodging	8	day	96	\$768.00
	Per Diem	20	day	55	\$1,100.00
Subtotal Travel					\$1,384.00

Supplies					
	Subscriptions (Esri, Adobe, etc)		all		\$305.13
	Lab supplies		all		1,250.00
	Office supplies		all		1,300.00
Subtotal Supplies					\$2,855.13
Total Direct Expenses			all		\$21,739.13
Indirect to SSI (15%)			15%		3,260.87
Total Cap on Services and Costs			all		\$25,000.00

EXHIBIT B
to
YAVAPAI-APACHE NATION
CONTRACT FOR EXPERT CONSULTING SERVICES
(Springs Stewardship Institute. – Ethnoecology Project)

YAVAPAI-APACHE NATION
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT
FOR WATER-RELATED PROJECT

This Confidentiality and Nondisclosure Agreement (this "Agreement") is entered into between the following Parties:

Yavapai-Apache Nation ("Nation") Attn: Mr. Scott Canty, Attorney General 2400 W. Datsi St. Camp Verde, Arizona 86322 Ph. (928) 567-1040 Email: acanty@yan-tribe.org
Springs Stewardship Institute ("Consultant") Attn: Dr. Larry Stevens 2830 W. Forest Hills Dr. Flagstaff, Arizona 86001 Larry@SpringStewardship.org
Subcontractor ("Subcontractor") _____ _____ _____ Ph. (____) _____ - _____ Email: _____

RECITALS

- A. The Nation has engaged Consultant to perform work on a water-related project ("Project") that requires Consultant to obtain the assistance of additional personnel to perform certain tasks related to the Project.
- B. Consultant has identified Subcontractor as an individual or firm that is qualified to provide assistance to Consultant to achieve the objectives of Consultant's Scope of Services to be provided to the Nation for the Project.
- C. By signing this Agreement, the Nation concurs in Consultant's choice of Subcontractor to perform work related to the Scope of Services, provided that Subcontractor enters into this Agreement as a condition of performing such work and having access to the confidential, proprietary and privileged attorney work product of the Nation.
- D. The Parties desire to enter into this Agreement in order to assure the confidentiality of confidential, proprietary and attorney work product information and for other related purposes in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Term.** This Agreement shall remain in effect for the period of time that Subcontractor provides services or works in fulfillment of Consultant's Scope of Services to the Nation for the Project. Notwithstanding the foregoing, Subcontractor's duty to hold in confidence the Confidential Information shall remain in effect indefinitely.
2. **Purpose.** The purpose of this Agreement is to provide the Parties with assurances that Confidential Information (as defined herein) disclosed by the Parties to each other will be used by the Parties solely to perform work on the water-related Project in fulfillment of Consultant's Scope of Services for the Project.
3. **Confidential Information.**
 - A. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means any data or information that is not generally known to the public, whether in tangible or intangible form, including, but not limited to, oral communications, letters, emails, facsimiles, originals, copies, drafts, works-in-progress, supporting documents, notes, studies, models, drawings, research, data, compilations, plans, reports, designs, concepts, specifications, flow charts, databases, any other information that should reasonably be recognized as Confidential Information of the Nation, and any other work generated or collected by Subcontractor under this Agreement.
 - B. **Ownership of Confidential Information.** Subcontractor acknowledges and agrees that the Confidential Information is proprietary to the Nation, and comprises privileged and confidential attorney work product of the Nation to the extent permitted by law. Subcontractor shall not receive any right, title or interest in, or any license or right to use, the Confidential Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise.
 - C. **Exemption from Definition of Confidential Information.** Notwithstanding anything in this Section to the contrary, Confidential Information shall not include information which: (i) was known to the Receiving Party prior to receiving the Confidential Information; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to the Nation to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation in a publicly available manner; and (v) is or has been independently developed outside of subcontractor's services or work without violation of the terms of this Agreement or with reference or access to any Confidential Information of the Nation.
 - D. **Approval Required Prior to Disclosure of Confidential Information.** In any matter or case in which disclosure of Confidential Information is or may be appropriate, no disclosures shall be made without prior written approval of the Nation's Attorneys. This prohibition includes, but is not limited to, communications with any person representing the media, any industry representatives, and any colleagues or fellow researchers.
 - E. **Safekeeping of Confidential Information.** Subcontractor covenants and agrees: (i) to treat all Confidential Information as strictly confidential and to take such measures as may be necessary and appropriate to protect such Confidential Information from disclosure; (ii) not to directly or indirectly disclose, publish, communicate about or make available Confidential Information, or allow it to be disclosed, published, communicate or make available, in whole or part, to any entity or person whatsoever, except as provided for in this Agreement, or as may be specifically approved in writing by the Nation's Attorneys; and (iii) not to access or use any Confidential Information for economic, personal or professional gain for Subcontractor or any third party.

- F. **Duty to Notify.** In the event Subcontractor is subject to a claim or request for Confidential Information by any person or entity, Subcontractor shall promptly notify the Nation's Attorneys in writing of said request in order to provide the Nation with an opportunity to review or contest such request. Subcontractor agrees that it shall not oppose and shall cooperate with efforts by the Nation with respect to any request for a protective order or other judicial relief.
- G. **Lost, Missing, Stolen or Improperly Transferred Confidential Information.** Should any Confidential Information be lost, discovered missing, or mistakenly or inadvertently released without the Nation's Attorneys' consent to any unauthorized person or third party, the Subcontractor shall immediately report the details of such incident to the Nation's Attorneys and take such steps as may be reasonably necessary to retrieve or request the destruction of such Confidential Information, except where destruction would result in the loss of the original of the Confidential Information.
- H. **Term for Nondisclosure of Confidential Information.** Subcontractor's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon first having access to such Confidential Information and shall continue during and after the term of this Agreement until such time as such Confidential Information has become public knowledge other than as a result of any breach of this Agreement by Subcontractor.
- I. **Strict Compliance; Remedies for Breach.** Subcontractor acknowledges and agrees that the improper use or disclosure of the Confidential Information by Subcontractor or by its employees, agents or subcontractors, is likely to cause the Nation to incur financial costs, loss of advantage, liability under confidentiality agreements with third parties, civil damages and/or other penalties. Subcontractor therefore agrees to maintain strict compliance with the disclosure and use restrictions set forth herein. Further, the damages to the Nation that would result from the unauthorized dissemination of the Confidential Information may be impossible to calculate. Therefore, the Parties agree that the Nation shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available, whether at law or in equity.
4. **Format of Files; Transfer of Files.** Subcontractor shall keep the Nation's files, including all Confidential Information, in an electronic format, except for any original documents which must be kept in their original format as a result of their value as an original for which a digital copy cannot be substituted. At the termination of this Agreement, subject to any amendments thereto, or at any time during the pendency of this Agreement if requested by the Nation or its Attorneys, Subcontractor shall transfer the Nation's files to the Nation's Attorneys in an organized and readily identifiable electronic format, except for any original documents which must also be transferred to the Nation's Attorneys in their original format. Upon the Nation's receipt of the files, except as to files that are no longer confidential and privileged in accordance with Section 3, the Subcontractor shall delete and remove the files and Confidential Information from all paper, computer and electronic storage systems.
5. **Recordkeeping; Access to Records.** Subcontractor shall maintain the Nation's files and Confidential Information so that, in the event disclosure is required by law, the files and Confidential Information are readily accessible by the Nation and its Attorneys. The Nation shall have access to any books, documents, papers, and records of the Subcontractor that are directly pertinent to the work provided to Consultant under this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
1. **Email Use Policy.** Subcontractor, including any of its employees and subcontractors, agrees that the use of email among the Parties and their representatives shall be limited to administrative matters pertaining to this Agreement and to scheduling matters for carrying out the work and services in furtherance of Consultant's Scope of Services for the Nation's Project. Documents, drafts and other substantive matters may be transmitted by email or uploaded to a secure file sharing service upon receiving further instruction from the Nation's Attorneys.

- 6. Avoiding Conflicts of Interest.**
- A. Subcontractor acknowledges that the work and services provided to Consultant may be used to support the Nation's water rights claims in the Gila River Adjudication, and as such, the Nation has a substantial interest in avoiding any conflicts of interest. Based upon the consideration provided to Subcontractor, Subcontractor agrees that he/she/it will not testify as a witness or participate as a consultant or expert in any federal, state or administrative proceeding involving the Nation's water rights or the issues relevant to the Nation's water rights on behalf of any other person or third party without the express written permission of the Nation's Attorneys.
 - B. Without prior notification to the Nation, Subcontractor will not enter into any agreement for the performance of work or provision of services for any person or party, or consultant thereto, who is a litigant or a potential litigant in the Gila River Adjudication.
 - C. Subcontractor agrees to make disclosures of any potential or actual conflicts of interest during both the term of this Agreement as well as after the expiration or termination of work or services being provided by Subcontractor to Consultant in furtherance of the Project.
- 7. Subcontractor Not an Employee of Nation.** Neither Subcontractor (nor any of Subcontractor's employees or subcontractors) shall have the status as an employee of the Nation for any purpose whatsoever, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, any applicable state revenue and taxation law, Workers' Compensation law, or any applicable state unemployment insurance law or for any other purpose. The Nation shall not be responsible for withholding any amounts for social security, state or federal unemployment insurance, worker's compensation insurance, or any other expenses. Subcontractor acknowledges that it is not eligible for, and shall not participate in, any of the Nation's pension, health, or fringe benefit plans or any other benefits accruing to Nation's employees. Subcontractor shall indemnify and hold harmless the Nation from and against any tax or other liability arising against Subcontractor and its subcontractors because of compensation paid by Consultant to Subcontractor.
- 8. No Joint Venture or Partnership.** Nothing in this Agreement shall be construed to establish a partnership or joint venture, and the Nation shall not be liable for any obligations incurred by Subcontractor unless specifically authorized in writing by the Nation. Subcontractor shall not act as an agent of the Nation ostensibly or otherwise, nor shall Subcontractor bind the Nation in any manner, unless specifically authorized to do so in writing by the Nation.
- 9. Workers' Compensation.** The Parties agree that Subcontractor is solely responsible to supervise any of its employees and subcontractors and control the work being performed for Consultant in furtherance of Consultant's Scope of Services provided to the Nation for the Project. By executing this Agreement, Subcontractor acknowledges and agrees it is not entitled to Workers' Compensation insurance coverage provided by the Nation. Subcontractor agrees that it is not an employee of the Nation for workers' compensation purposes, and, therefore, Subcontractor is not entitled to workers' compensation benefits from the Nation. Subcontractor understands that if Subcontractor has any employees working for him/her/it, that Subcontractor must maintain workers' compensation insurance for them.
- 10. Indemnification.** To the fullest extent permitted by law, Subcontractor shall hold harmless, defend at his/her/its own expense, and indemnify Nation, its officers, employees, agents, attorneys and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Subcontractor or its officers, agents, employees, or subcontractors in providing work or services to Consultant; excluding, however, such liability, claims, losses, damages, or expenses arising from Nation's sole negligence or willful acts.

11. **Notices.** All notices pursuant to this Agreement shall either be hand-delivered or sent by certified mail, return receipt requested. Notice shall be deemed to have been given upon receipt. The following are the representatives designated in connection with this Agreement, whose addresses for notices are:

For Yavapai-Apache Nation: Mr. Scott Canty, Attorney General YAVAPAI-APACHE NATION 2400 W. Datsi Street Camp Verde, Arizona 86322 Ph. (928) 567-1040 Email: acanty@yan-tribe.org (or his Successor)	For Consultant: Dr. Larry Stevens SPRINGS STEWARDSHIP INSTITUTE 2830 W. Forest Hills Dr. Flagstaff, Arizona 86001 Larry@SpringStewardship.org
With an Email Copy to: Robyn L. Interpreter Susan B. Montgomery MONTGOMERY & INTERPRETER, PLC 3301 E. Thunderbird Rd. Phoenix, Arizona 85032 Ph. (480) 513-6825 Email: rinterpreter@milawaz.com and smontgomery@milawaz.com	For Subcontractor: Ph. (____) _____ - _____ Email: _____

The parties may designate alternate addresses and persons identified to receive Notice pursuant to this Section by providing advance written notice to the other party.

12. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed to establish a waiver of the Nation's sovereign immunity to unconsented lawsuits, claims or actions of any kind.
13. **Assignment Prohibited.** Assignment of the obligations of this Agreement shall not be made without the written consent, previously obtained from the Nation.
14. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to violate any provision of any applicable law, statute or regulation, said provision shall be deemed by the parties to be severed from the Agreement and the Agreement shall continue in full force and effect. If any consideration specified as compensation to Consultant is determined by a court of competent jurisdiction to violate any applicable federal statute, regulation or law, the parties agree that such law, statute or regulation shall be applied to this Agreement in lieu of such provision and the consideration specified by such law, regulation or statute shall be applicable and this Agreement will thereafter remain in full force and effect.
15. **Binding Affect.** The obligations of this Agreement shall apply to and be binding upon the Subcontractor, the Subcontractor's company, business, employees, agents, officers, research assistants, subcontractors, successors and assigns, and any person acting on behalf of the Subcontractor in relation to the Services provided hereunder.
16. **Headings.** The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
17. **Counterparts and Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or email or other electronic signature by any of the parties to any other party and the

receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

YAVAPAI-APACHE NATION

By 
Jon Huey, Chairman

Date 4/22/21

SPRINGS STEWARDSHIP INSTITUTE

By _____
Dr. Larry Stevens

Date _____

SUBCONTRACTOR

Company Name _____

Signature _____

Print Name _____

Title _____

Date _____