

RESOLUTION NO. 21 - 2022
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving a P.L. 93-638 Contract with the United States Bureau of
Reclamation for the Nation's Central Arizona Project (CAP) Water Project,
Contract No. R22AV00004

- WHEREAS:** The Yavapai-Apache Nation (Nation) is a federally-recognized Indian Nation organized under Section 16 of the Indian Reorganization Act of 1934 (48 Stat. 984); and
- 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 authorized to enact laws, ordinances, and resolutions necessary or incidental to the exercise of its legislative powers, and to take all actions necessary and proper for the exercise of its Constitutional powers and duties, as provided under Article V (v) and (w), respectively, of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate and enter into agreements with federal, state, and local governments and to accept grants from any organization, State, or the United States, as provided by Article V (b) and (s), respectively, 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 Nation is entitled to utilize 1,200 acre-feet of Central Arizona Project (CAP) water under the Nation's Central Arizona Project Indian Water Delivery Contract Between the United States and the Yavapai-Apache Nation dated December 11, 1980, and pursuant to the allocation decision of the Secretary of Interior dated March 24, 1983, 48 FR 12446; and
- WHEREAS:** The Nation presently lacks the requisite exchange, delivery and distribution system needed to make use of its CAP water entitlement; and
- WHEREAS:** For many years, the Nation has sought to develop and use its CAP water to meet growing water needs on the Yavapai-Apache Reservation and has worked with the Bureau of Reclamation ("Reclamation") in the planning of the Project: and

WHEREAS: The Nation and Reclamation have agreed to a scope of work to conduct a Value Planning Study and certain Pre-Feasibility tasks to determine options for delivering the Nation's CAP water to the Reservation pursuant to a P.L. 93-638 contract in the form of contract attached to this resolution as **Exhibit A**; and

WHEREAS: the Council has reviewed the proposed P.L. 93-638 contract and finds it in the Nation's best interest to enter into the contract with the Bureau of Reclamation to conduct the work as specified in the contract; and

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the P.L. 93-638 contract with the Bureau of Reclamation, **Contract No. R22AV00004**, in the form attached to this Resolution as **Exhibit A**, and in accordance with the Terms and Conditions provided therein, **Exhibit A** being incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Chairman and Vice-Chairwoman, or either of them, are hereby authorized and directed to execute on behalf of the Nation the P.L. 93-638 contract with the Bureau of Reclamation attached to this Resolution as **Exhibit A**.

BE IT FURTHER RESOLVED that the Tribal Council directs that all fees, expenses, and costs arising under the P.L. 93-638 contract shall be paid from funds provided by the United States Bureau of Reclamation in accordance with the terms of the contract.

BE IT FURTHER RESOLVED that the Tribal Council directs that all work undertaken by the Nation pursuant to the P.L. 93-638 contract approved under this resolution, or as subsequently amended, shall be coordinated through the Nation's Office of Attorney General.

BE IT FURTHER RESOLVED that the Chairman, Vice-Chairwoman, or either of them, are authorized to execute any amendments to the P.L. 93-638 contract providing for no-cost extensions to the performance period as necessary to accomplish the project objectives and in accordance with any extensions granted for the project by the Bureau of Reclamation. However, any future changes to the contract that amend the contract dollar amount shall require further Council authorization by resolution approving any such contract amendment.

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 at a regular meeting of the Tribal Council, with a quorum present, on February, 17, 2022, by a vote of 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation.

Jon Huey
Jon Huey, Chairman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to form:

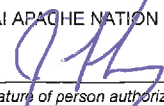
Scott C. [Signature]
Office of the Attorney General

EXHIBIT A

P.L. 93-638 Contract
United States Bureau of Reclamation
And Yavapai-Apache Nation

Contract No. R22AV00004

Approved By Tribal
February 17, 2022

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. R22AV00004				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0020233771	
5. ISSUED BY Bureau of Reclamation Lower Colorado Region Regional Office 500 Fir Street Boulder City NV 89005		CODE R30		6. ADMINISTERED BY (If other than Item 5)		CODE SCD-C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) YAVAPAI APACHE NATION Attn: Scott Canty 2400 W DATSI ST CAMP VERDE AZ 86322-8412				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 0071315698		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR Bureau of Reclamation-LC-PXAO Phoenix Area Office Warehouse/ Receiving 6150 West Thunderbird Road Glendale AZ 85306-4001		CODE		12. PAYMENT WILL BE MADE BY ASAP Automated Standard Application for Payments (US. Dept. or Treasury) must be used. Contact Agreements Officer for more information.		CODE ASAP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA 01			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$775,236.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Jon Huey, Chairman				20A. NAME OF CONTRACTING OFFICER Meagan R. Fyffe			
19B. NAME OF CONTRACTOR YAVAPAI APACHE NATION			19C. DATE SIGNED 2/17/22	20B. UNITED STATES OF AMERICA			20C. DATE SIGNED
BY  (Signature of person authorized to sign)			BY _____ (Signature of the Contracting Officer)				

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 R22AV00004

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

YAVAPAI APACHE NATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.541 DUNS Number: 017872552 R21AV00007 Legacy Doc #: BOR Delivery: 03/31/2023 Account Assignm: K G/L Account: 6100.252I0 Business Area: R000 Commitment Item: 252I00 Cost Center: RR03230000 Functional Area: R03440000.000000 Fund: 19XR0680A1 Fund Center: RR03230000 Project/WBS: RX.03441140.0019200 PR Acct Assign: 01 Period of Performance: 02/11/2020 to 03/30/2023				
00010	Yavapai Apache Value Planning Study Obligated Amount: \$775,236.00 Yavapai Apache Nation Value Planning Study The total amount of award: \$775,236.00. The obligation for this award is shown in box 15G.				775,236.00

Public Law 93-638
SELF-DETERMINATION NON-CONSTRUCTION CONTRACT
between the
Secretary of the Interior
and the
Yavapai Apache Nation Tribal Government

(a) Authority and Purpose and Background-

- (1) Authority-** This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract"), is entered into by the Secretary of the Interior (referred to in this agreement as the "Secretary"), for and on behalf of the United States pursuant to title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) (formerly 25 U.S.C. 450 et seq.) (the "Act"), Colorado River Basin Project Act (P.L. 90-537), Consolidated Appropriations Act, 2008 (P.L. 110-161) and by the authority of the Yavapai Apache Nation tribal government or tribal organization (referred to in this agreement as the "Contractor") pursuant to Resolution No. ~~21-2022~~ 21-2022. The provisions of title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) (formerly 25 U.S.C. 450 et seq.) are incorporated in this agreement. In accordance with 25 CFR 900.2(c), the provisions of 25 CFR Part 900, and any amendment thereto, are also incorporated in this agreement.
- (2) Purpose-** Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) (formerly 25 U.S.C. 450 et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities, and programs (or portions thereof), that are otherwise contractible under section 102(a) of such Act, including all related administrative functions, from the Federal Government to the Contractor:
- Identify at least one viable alternative to deliver the Contractor's Central Arizona Project (CAP) water to the Yavapai-Apache Reservation (Reservation).
 - Update and expand on the Contractor's existing CAP Distribution Appraisal Level Study. The Contractor and Reclamation will jointly develop the scope of work (SOW), budget, and schedule to evaluate the identified alternatives to deliver CAP water to the Reservation.
- (3) Background-** On December 11, 1980, pursuant to the Colorado River Basin Project Act of 1968, the Secretary allocated 1,200 acre-feet per year of Indian Priority CAP water for homeland purposes to the Contractor. Following the allocation of water, the Contractor was eligible to have a CAP distribution system constructed to facilitate delivery and distribution of their CAP water. At the time of allocation, it was clear that delivery of CAP water to the Reservation would require an exchange. In 2008, the Contractor entered into a P.L. 93-638 contract R08AV32140 with Reclamation to conduct an Appraisal level study of methods to deliver the Contractor's CAP water to the Middle Verde District of the Reservation. In 2009, the final report was delivered to Reclamation. The P.L. 93-638 contract was later modified to include a Feasibility level study to study the Contractor's preferred alternative. A preliminary draft of the Feasibility Design Report was submitted to Reclamation; however, the study could not proceed due to an inability to the lack of a viable exchange partner.

Through Reclamation financial assistance agreement R16AP00056, the Contractor began investigating the use of reclaimed water as a potential water source. Based on the findings of the agreement, the Contractor and the City of Sedona entered into a 3-year exclusive option agreement, whereby the Contractor secured the option to take Sedona's effluent water. The Contractor continued to refine information relating to the quality and methods to seek delivery of Sedona effluent water to the Reservation in another Reclamation financial assistance agreement, R20AP00030.

(4) General Scope of Work

The Contractor shall carryout the following as identified in Attachment A of the Funding Agreement and will subcontract for Engineering and Consulting services to aid in the completion of this project.

- Modeling. Modeling of both surface and groundwater on the Verde River will be conducted to develop and better understand the locations and methods effluent could be introduced and conveyed to the Contractor using the Verde River.
- Water Treatment Process Testing. Water quality of effluent produced by Sedona will be evaluated, and potential alterations to the wastewater treatment process will be investigated to identify various metrics to allow Sedona effluent to be introduced to the Verde River.

****The Contractor agrees not to conduct any ground disturbance activities without written notification from Reclamation that all environmental compliance requirements have been met.***

- Participation in the Yavapai Apache Nation Value Planning Study
- CAP Exchange Agreement(s). Work will continue with various entities to identify and negotiate exchange agreements that could exchange the Nation's CAP water for a local source.

(5) Responsibility of Parties

Reclamation shall carry out the activities covered by this Contract as follows:

A. Study Preparation. Meet with participants of the study and study Team to develop the following consistent with this SOW:

- (1) Clearly defined problem statement;
- (2) Scope of the variables for review under the VP Study;
- (3) Limitations of the VP Study; and
- (4) Desired outcomes of VP Study;

B. Tasks prior to Kickoff and Site Visits. The Team shall develop a written list of the documents, that will be required to review and prepare for the kickoff meeting and site visit and identify the person responsible to acquire circulate each document among the VPS Team members. The VPS Team shall gather and analyze data, background information that may be useful to the VP Study, and research and identify previous alternatives which shall be considered by the VP Study.

C. Kickoff Meeting and Site Visits. The VPS Team shall spend 1-2 days touring the reservation and performing a site visit to see as many historical alternatives as possible and formulate new potential alternative. **Subject to federal travel restrictions based on the current pandemic, these activities may be conducted virtually.*

D. Tasks between Site Visit and First Session (1 month). The VPS Team will complete the assemblage and analysis of data and documents related to all identified previous alternatives.

E. First Session. The VPS Team shall spend no more than 5 days meeting at Reclamation's Phoenix Area Office to determine the recommended alternatives. The intent is that by the end of the first session, the VPS Team will have identified the best diversion and exchange alternatives using a decision matrix to rank alternatives based on weighted criteria.

- F. Tasks between Sessions. The VPS Team will develop ideas by writing a description of the alternatives, developing a list of preliminary findings that are technically feasible, and preparing drawings/figures to support each alternative determined to be technically feasible.
- G. Second Session. The VPS Team shall spend no more than 3 days reviewing and presenting all the descriptions, drawings, figures or analytic modeling for all the alternatives. For such purpose, the parties shall mutually identify a location. In addition, the VPS Team may develop another decision matrix ranking alternatives based on weighted criteria. The second session will conclude with a presentation summarizing the study activities and the draft report.
- H. After Second Session. The VPS Team shall spend no more than 30 days to incorporate comments from the VPS Team, Tribe, and Reclamation.

(b) Terms, Provisions, and Conditions-

- (1) **Term-** Pursuant to section 105(c)(1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(c)(1) (formerly 25 U.S.C. 450j(c)(1)), the term of this contract shall be through March 31, 2023. Pursuant to section 105(d)(1) of such Act (25 U.S.C. 5324(d)) (formerly 450j(d)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection (f)(2). The Secretary and the Contractor agree the term of this contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection (f)(2).
- (2) **Effective date-** This Contract shall become effective upon the date of the approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph.
- (3) **Program standard-** The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection (a)(2) of the Contract in conformity with the following standards:
- *The National Environmental Policy Act of 1969 (NEPA), P.L. 91-190 (42 U.S.C. 4321);*
 - *The National Historic Preservation Act (NHPA), P.L. 89-665 (16 U.S.C. 470), as amended by P.L. 94-422 and P.L. 96-515;*
 - *The Archaeological Resources Protection Act (ARPA), P.L. 95-96;*
 - *The American Indian Religious Freedom Act of 1979, P.L. 95-341; and*
 - *The Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), P.L. 101-601*
 - *In performance of authorized activities under this Contract, the Contractor shall meet the minimum procurement, property and financial management standard set forth in 25 CFR 900.35 through 900.60. Established Tribal policies shall be consistent with these standards unless the Contractor requests a waiver from the Assistant Secretary, pursuant to 25 CFR 900.140 through 900.148.*
 - *Compliance with applicable portions of Arizona Revised Statutes Title 49, especially Chapter 2 of said Title.*
 - *Reclamation Manual Policy CMP P05 Reclamation Value Program;*
 - *Reclamation Manual Directive and Standards CMP 06-01 Reclamation Value Program;*

- *The Contractor shall implement procedures to ensure the confidentiality of information relating to financial affairs of individual Indians obtained under this Contract or as otherwise required by law.*
 - *The Contractor agrees that Tribal professionals engaged in work under this Contract (i.e., economist, engineers, attorneys, etc.) shall meet the minimum professional or industry standards for these professional disciplines.*
 - *The Contractor shall implement procedures appropriate to the programs, functions, services, or activities proposed to be contracted, assuring the confidentiality of medical records and of information relating to the financial affairs of individual Indians obtained under the proposal contract, or as otherwise required by law.*
- (4) **Funding amount-** Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection (f)(2). Such amount shall not be less than the applicable amount determined pursuant to section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5325) (formerly 25 U.S.C. 450j-1). **The total estimated project cost is \$1,229,247.48. This amount includes Reclamation Retained Funds in the amount of \$424,011.48 and funds for tribal activities directly related to this Scope of Work in the amount of \$775,236.00 which will be made available in ASAP to the Contractor upon execution of this Contract.**

The Contractor shall be entitled to reimbursement for costs incurred on or after February 11, 2020 through the award of this contract for the following:

- 1) **Technical Assistance for the Scope of Work, Budget and Schedule Development and Contract Negotiations with costs incurred and supported beginning February 11, 2020, totaling \$44,185.00.**
- 2) **Consulting services from Dr. Laurel Lacher for task 3.1.2 Verde Valley Integrated Hydrologic Modeling with an estimated cost of \$5,000.00.**
- 3) **Consulting services from Carollo Engineers for task 3.2.0 Pilot Water Treatment Process Testing, specifically the Bench Jar Testing with an estimated cost of \$17,760.00.**

Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Contract and 2 CFR 200, Subpart E.

- (5) **Limitation of costs-** The Contractor shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds awarded under this Contract. If, at any time, the Contractor has reason to believe that the total amount required for performance of this Contract or a specific activity conducted under this Contract would be greater than the amount of funds awarded under this Contract, the Contractor shall provide reasonable notice to the Secretary. If the Secretary does not take such action as may be necessary to increase the amount of funds awarded under this Contract, the Contractor may suspend performance of the Contract until such time as additional funds are awarded.
- (6) **Payment-**
- (A) **In general-** Payments to the Contractor under this Contract shall--
- (i) be made as expeditiously as practicable; and
 - (ii) include financial arrangements to cover funding during periods covered by joint resolutions adopted by Congress making continuing appropriations, to the extent permitted by such resolutions.

(B) Quarterly, semiannual, lump-sum, and other methods of payment-

- (i) In general- Pursuant to section 108(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5329(b)), and notwithstanding any other provision of law, for each fiscal year covered by this Contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection (f)(2) by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year, in a lump-sum payment or as semiannual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement.
- (ii) Method of quarterly payment- If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection (f)(2), each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions, and activities subject to this Contract.
- (iii) Applicability- Chapter 39 of title 31, United States Code, shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in clause (i).

(7) Records and monitoring-

- (A) **In general-** Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the record keeping system of the Department of the Interior, records of the Contractor shall not be considered Federal records for purposes of chapter 5 of title 5, United States Code.
- (B) **Record keeping system-** The Contractor shall maintain a record keeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.
- (C) **Responsibilities of contractor-** The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the Contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visits shall be limited to not more than one performance monitoring visit for this Contract by the head of each operating division, departmental bureau, or departmental agency, or duly authorized representative of such head unless--
 - (i) the Contractor agrees to one or more additional visits; or
 - (ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist.

No additional visit referred to in clause (ii) shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

Pursuant to clause (i) The Secretary and the Contractor agree to conduct as many "site/office visits" as deemed necessary by either party to satisfactorily and timely accomplish the purposes of this Contract. Although "site/office visits" may be requested by either party, Reclamation will notify the Contractor's contract administrator in advance of the planned site visit pursuant to contract paragraph Part E.1, entitled "Designated Officials or designee."

(8) Property-

- (A) In general-** As provided in section 105(f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(f)) (formerly 25 U.S.C. 450j(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonably divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.
- (B) Records-** The Contractor shall maintain a record of all property referred to in subparagraph (A) or other property acquired by the Contractor under section 105(f)(2)(A) of such Act (25 U.S.C. 5324(f)(2)(A)) for purposes of replacement.
- (C) Joint use agreements-** Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.
- (D) Acquisition of property-** The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgment of the Contractor to support the programs, services, functions, and activities operated pursuant to this Contract.
- (E) Confiscated or excess property-** The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.
- ~~**(F) Screener identification card.**~~—A screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.
- (F) Excess and surplus property -** Pursuant to 25 CFR 900.104(a), the Contractor may request donation of excess and surplus Government property for its authorized use under this Contract. The Contractor may submit such a request to Reclamation's Awarding Official for coordination with the General Services Administration (GSA) and the Bureau of Indian Affairs (BIA).
- (G) Capital equipment-** The Contractor shall determine the capital equipment, leases, rentals, property, or services the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.
- (9) Availability of funds-** Notwithstanding any other provision of law, any funds provided under this Contract-
- (A)** shall remain available until expended; and
- (B)** with respect to such funds, no further-
- (i)** approval by the Secretary, or
- (ii)** justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.
- (10) Transportation-** Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency motor pool vehicles and related services for performance of any activities carried out under this Contract.

(11) **Federal program guidelines, manuals, or policy directives-** Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

(12) **Disputes-**

(A) **Third-party mediation defined-** For the purposes of this Contract, the term 'third-party mediation' means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior or the Contractor, to serve as a third-party mediator to mediate disputes under this Contract.

(B) **Alternative procedures-** In addition to, or as an alternative to, remedies and procedures prescribed by section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331 (formerly 25 U.S.C. 450m-1)), the parties to this Contract may jointly-

- (i) submit disputes under this Contract to third-party mediation;
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor;
- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or
- (iv) use the administrative dispute resolution processes authorized in subchapter IV of chapter 5 of title 5, United States Code.

(C) **Effect of decisions-** The Secretary shall be bound by decisions made pursuant to the processes set forth in subparagraph (B), except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

(13) **Administrative procedures of Contractor-** Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. 1301 et seq.), the laws, policies, and procedures of the Contractor shall provide for administrative due process (or the equivalent of administrative due process) with respect to programs, services, functions, and activities that are provided by the Contractor pursuant to this Contract.

(14) **Successor annual funding agreement-**

(A) **In general-** Negotiations for a successor annual funding agreement, provided for in subsection (f)(2), shall begin not later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(c)(2)) (formerly 25 U.S.C. 450j(c)(2)) the funding for each such successor annual funding agreement shall only be reduced pursuant to section 106(b) of such Act (25 U.S.C. 5325(b)) (formerly 25 U.S.C. 450j-1(b)).

(B) **Information-** The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection (f)(2) of this Contract.

(15) **Contract requirements; approval by Secretary-**

(A) **In general-** Except as provided in subparagraph (B), for the term of the Contract, section 2103 of the Revised Statutes (25 U.S.C. 81), section 16 of the Act of June 18, 1934 (48 Stat. 987, chapter 576; 25 U.S.C. 476), and the Act of July 3, 1952 (25 U.S.C. 82a) shall not apply to any contract entered into in connection with this Contract.

(B) **Requirements-** Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the Contractor under this Contract shall-

- i. be in writing;
- ii. identify the interested parties, the authorities of such parties, and purposes of the Contract;
- iii. state the work to be performed under the Contract; and
- iv. state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

(c) Obligation of the Contractor-

- (1) Contract performance-** Except as provided in subsection (d)(2), the Contractor shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection (f)(2) of this Contract.
- (2) Amount of funds-** The total amount of funds to be paid under this Contract pursuant to section 106(a) of the Act (25 U.S.C. 5325(a)) shall be determined in an annual funding agreement entered into between the Secretary and the Contractor, which shall be incorporated into this Contract.
- (3) Contracted programs-** Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the annual funding agreement under subsection (f)(2).
- (4) Trust services for individual Indians-**
 - (A) In general-** To the extent that the annual funding agreement provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.
 - (B) Trust services to individual Indians-** For the purposes of this paragraph only, the term 'trust services for individual Indians' means only those services that pertain to land or financial management connected to individually held allotments.
- (5) Fair and uniform services-** The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

(d) Obligation of the United States-

- (1) Trust responsibility-**
 - (A) In general-** The United States reaffirms the trust responsibility of the United States to the Yavapai Apache Nation Indian tribe(s) to protect and conserve the trust resources of the Indian tribe(s) and the trust resources of individual Indians.
 - (B) Construction of Contract-** Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the tribe(s) or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.
- (2) Programs retained-** As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the tribe(s) that are not specifically assumed by the Contractor in the annual funding agreement under subsection (f)(2).

(e) Other Provisions-

- (1) Designated officials-** Not later than the effective date of this Contract, the United States shall provide to the Contractor, and the Contractor shall provide to the United States, a written designation of a senior official to serve as a representative for notices, proposed amendments to the Contract, and other purposes for this Contract.

Contractor's Senior Official

Name: Mr. Jon Huey, Chairman
Address: 2400 West Datsi Street
Camp Verde, Arizona 86322
Phone: 928-567-1021

Reclamation's Senior Official (Acting)

Name: Jacklynn Gould
Address: P.O. Box 61470
Boulder City, Nevada 89006
Phone: 702-293-8401

Contractor Designated Technical Representative

Name: Mr. Scott Canty
Address: 2400 West Datsi Street
Camp Verde, Arizona 86322
Phone: 928-301-9160

Reclamation Designated Awarding Official's Technical Representative

Name: Mr. Nathan Lehman
Address: 6150 West Thunderbird Road
Glendale, Arizona 85306
Phone: 623-773-6278

Alternate Contractor Designated Technical Representative

Name: Ms. Robyn Interpreter
Montgomery & Interpreter, Plc
Address: 3301 E. Thunderbird Rd.
Phoenix, AZ 85032
Phone: 480-513-6825

Reclamation Awarding Official

Name: Meagan Fyffe
Address: 500 Fir Street
Boulder City, Nevada 89006
Phone: 702-293-8552

Reclamation Administrative Point of Contact

Name: Jeff Anderson
Address: 500 Fir Street
Boulder City, Nevada 89006
Phone: 702-293-8458

(2) Contract modifications or amendment-

- (A) In general-** Except as provided in subparagraph (B), no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to the Contract, and the Contractor and the Secretary provide written consent for the modification.
- (B) Exception-** The addition of supplemental funds for programs, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection (f)(2), and the reduction of funds pursuant to section 106(b)(2) (25 U.S.C. 5325(b)(2)) (formerly 25 U.S.C. 450j-1(b)(2)), shall not be subject to subparagraph (A).
- (3) Officials not to benefit-** No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

- (4) **Covenant against contingent fees-** The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The following additional provisions shall apply to this Contract-

(5) **Submission of reports-**

- (A) **Single-agency audit report-** The Contractor shall comply with section 5(f)(1) of the Act (25 U.S.C. 5305(f)(1)) (formerly 25 U.S.C. 450c(f)(1)) and 2 CFR 200, Subpart F, for submission of single-agency audit reports. The Contractor agrees to provide a copy of its single-agency audit report directly to Reclamation within 30 days of its completion.

(B) **Interim progress and financial status reports-**

- (i) *Written progress report which shall address all major accomplishments, delay of progress, actions taken, or, decisions made pertaining to the Contractor's performance of the SOW under this Contract or pertaining to the Secretaries activities hereunder;*
- (ii) *Standard Form 425 – Federal Financial Report (SF 425). Within 30 days after the execution of this Contract, the Contractor shall furnish a completed SF 425 for review with all expenditure information as an attachment. The Contractor must provide to Reclamation, Tribal financial ledgers, payroll reports, billing documents, and other documents requested by the Secretary, sufficient to meet the requirement for determining allowable costs as defined in 1 CFR 200, Subpart E.*

For purposes of this Contract, the interim reports will be due as follows:

- 1. *First interim reports will be due not later than 30 business days after the execution of this Contract, covering all activities that occurred during the period of February 11, 2020 through execution.*
- 2. *All additional interim reports will be submitted on a quarterly basis and must be submitted no later than 30 days after the end of the reporting period. For purposes of this Contract, the quarterly reporting periods end on 12/31, 3/31, 6/30, and 9/30.*

All reports and support documents are to be submitted to the Awarding Official at: LCFA@usbr.gov.

- (C) **Final progress and financial status reports. -** *The Contractor shall furnish the Secretary with a final financial and progress report. These reports are due no later than ninety (90) days after termination, suspension, or completion of this Contract.*

- (i) *Final financial reconciliation report- SF 425 Federal Financial Report. The Contractor will provide for review all expenditure information as an attachment to the SF 425 Federal Financial Report on a quarterly basis. The Contractor must provide to Reclamation, Tribal financial ledgers, payroll reports, billing documents, and other documents requested by the Secretary, sufficient to meet the requirement for determining allowable costs as defined in 1 CFR 200, Subpart E.*
- (ii) *Final Progress report summarizing the actual accomplishments in accordance with the SOW during the entire period of the Contract; problems, delays, or adverse conditions noted and actions to be taken; and any other pertinent information.*

- (6) **Use of funds advanced-** Funds advanced to the Contractor shall be used only for purposes authorized under this contract. The funds advanced cannot be used for any purpose other than an authorized project expenditure, even on a temporary basis. Further, funds advanced pending disbursement for a purpose authorized under this contract shall not be transferred to tribal accounts, lent to such tribal accounts, or expended for programs or purposes not specifically authorized under this contract. Pursuant to Sec. 111 of P.L. 107-63, funds advanced, pending expenditure under this Contract, shall be placed in appropriate savings, checking or investment accounts. Such funds when invested or deposited shall be subject to the following:
- (A) Advanced funds not immediately spent for program activities may be invested only in obligations of the United States, in obligations or securities that are guaranteed or insured by the United States, or mutual (or other) funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States or securities that are guaranteed by the United States;
 - (B) If not invested, advanced funds must be deposited into accounts that are insured by an agency or instrumentality of the United States or must be fully collateralized to ensure protection of the funds, even in the event of a bank failure;
 - (C) Interest and investment income that accrue on any funds provided for by contract become the property of the Contractor pursuant to section 105(b) of the Act (25 U.S.C. 5324(b)).

Failure to maintain the integrity of contract funds or to provide timely progress reports and accounts of funds may result in the imposition of one or both of the following, which shall remain in place until the Contractor provides assurance that the impropriety which resulted in their imposition has been rectified and will not reoccur:

- (A) Pursuant to section 5(d) of the Act (25 U.S.C. § 5305(d) (formerly 25 U.S.C. 450c(d)), funds paid to the Contractor and not used for the purposes for which they were paid shall be repaid to the Treasury of the United States; and/or
 - (B) Cancellation of advance payment methodology,
- (7) **Privity of contract-** The Secretary recognizes the contractual relationship between the Contractor and its subcontractors in the performance of this Contract. The Secretary shall not direct, advise or provide technical assistance to the Contractor's subcontractors without specific authorization or without a specific request to do so from an authorized official of the Contractor.
- The Contractor and Reclamation agree that Reclamation may work directly with the subcontracts to prepare scopes of work, budgets, schedules as they pertain to this contract for consideration by the Contractor.**
- (8) **Federal Tort Claims Act coverage-** In accordance with 25 CFR 900.186(a), for purposes of Federal Tort Claims Act coverage, the Tribe and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the contractor to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the contractor.
 - (9) **Insurance and indemnification-** In the event that the Contractor elects to perform field activities utilizing its own forces, the Contractor and the Secretary agree to discuss whether procurement of liability insurance is advisable and in the best interests of the Contractor and the project.
 - (10) **Payments.** All payments under P.L. 93-638 contracts and agreements with Bureau of Reclamation (Reclamation) are made under the Department of Treasury Automated Standard Application for Payments (ASAP) payment system. ASAP is an electronic payment and information system for the request and delivery of pre-authorized P.L. 93-638 award funds.

ASAP is the only allowable method for requesting and receiving payments. The Awarding Official may

determine that payment requests will be reviewed and approved prior to disbursement. Please note that ASAP enrollment is specific to each Agency and Bureau. If your organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, you must initiate and complete enrollment in ASAP through submission of Reclamation's enrollment form located at <http://www.usbr.gov/mso/aamd/asap.html>. For further information regarding ASAP enrollment, please visit Reclamation's website link at <http://www.usbr.gov/mso/aamd/asap.html> or contact the Reclamation ASAP Help Desk at BOR_ASAP_Enroll@usbr.gov.

To receive payment, your organization must:

- i. Have an active registration in ASAP with Reclamation; and
- ii. Have a Data Universal Number System (DUNS) (see <http://fedgov.dnb.com/webform>) ; and
- iii. Have an active registration in GSA's System for Award Management (SAM) (<http://www.sam.gov>).

(11) Administrative Requirements, Cost Principles, and Audit Requirements. Effective December 26, 2014, the joint interim final rule (Federal Register/Vol. 79, No. 244/Friday, December 19, 2014) implemented for all Federal award-making agencies the final guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," published by the Office of Management and Budget (OMB) in 2 CFR part 200 (Uniform Guidance - available at 78 FR 78589). The Department of the Interior adopted 2 CFR 200 at 2 CFR 1402. Effective upon implementation of this final rule, OMB Circulars A-87 (2 CFR 225) and A-133 have been superseded by the requirements of 2 CFR 200, Subpart E (Cost Principles) and Subpart F (Audit Requirements), respectively, which currently apply to this Contract.

With the exception of 2 CFR 200, Subpart F, which is required by the Single Audit Act, in the event of a conflict between statutory and regulatory requirements of P.L. 93-638 (as contained in 25 USC 5301 et seq. (formerly 25 U.S.C. 450 et seq.) and 25 CFR 900, respectively) and 2 CFR 200 subpart E (Cost Principles) (and other 2 CFR 200 subparts negotiated by the Parties as applicable under this Contract), P.L. 93-638 and its implementing regulations will govern.

(12) Responsible Subcontractors. Pursuant to 25 CFR 900.48(e), 25 CFR 900.50, and Executive Orders 12549 and 12689, the Contractor shall ensure that contracts are awarded only to responsible entities. Contracts shall not be awarded to entities that are debarred, suspended, or otherwise excluded from participation in affected Federal programs. Entities listed in GSA's System for Award Management (SAM) website (<http://www.sam.gov>) as excluded parties have been declared ineligible to participate in affected Federal programs on the basis of statutory or other regulatory procedures and shall not be awarded contracts for the period set forth in the statute or regulations.

(f) Attachments-

(1) Approval of contract- Unless previously furnished to the Secretary, the resolution of the Yavapai Apache Nation Indian tribe(s) authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Contract as attachment 1.

(2) Annual funding agreement-

(A) In general- The annual funding agreement under this Contract shall only contain-

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and

- (ii) such other provisions, including a brief description of the programs, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agree.

(B) Incorporation by reference- The annual funding agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as attachment 2.

Attachment 1 to Contract

TRIBAL RESOLUTION

Attachment 2 to Contract

ANNUAL FUNDING AGREEMENT

(a) Authority and Purpose-

- (1) **Authority-** This agreement, denoted an Annual Funding Agreement (hereinafter “AFA”), is entered into by the Bureau of Reclamation (hereinafter “Reclamation”) on behalf of the Secretary of the Interior, and by the Yavapai Apache Nation (hereinafter the “Contractor”) (collectively hereinafter the “Parties”), pursuant to the Indian Self-Determination Act Contract No. R22AV00004 between the Parties for The Yavapai Apache Nation Value Planning and Pre-feasibility Study (hereinafter the “Contract”).
- (2) **Purpose-** The purpose of this AFA is to set forth the specific activities to be performed, the one-time funds to be provided, the time and method of payment, and such other provisions to which the Parties agree.
- Identify at least one viable alternative to deliver the Contractor’s Central Arizona Project (CAP) water to the Yavapai-Apache Reservation (Reservation).
 - Update and expand on the Contractor’s existing CAP Distribution Appraisal Level Study. The Contractor and Reclamation will jointly develop the scope of work (SOW), budget, and schedule to evaluate the identified alternatives to deliver CAP water to the Reservation.

(b) Terms, Provisions, and Conditions-

- (1) **Effective date-** This AFA shall become effective upon approval and execution by the Contractor and Reclamation.

(2) Activities to be performed-

- (A) The general activities covered by this AFA to be performed by the Contractor are:

- Modeling. Modeling of both surface and groundwater on the Verde River will be conducted to develop and better understand the locations and methods effluent could be introduced and conveyed to the Contractor using the Verde River.
- Water Treatment Process Testing. Water quality of effluent produced by Sedona will be evaluated, and potential alterations to the wastewater treatment process will be investigated to identify various metrics to allow Sedona effluent to be introduced to the Verde River.
**The Contractor agrees not to conduct any ground disturbance activities without written notification from Reclamation that all environmental compliance requirements have been met.*
- Participation in the Yavapai Apache Nation Value Planning Study
- CAP Exchange Agreement(s). Work will continue with various entities to identify and negotiate exchange agreements that could exchange the Nation’s CAP water for a local source.

- (B) The general activities covered by this AFA to be performed by Reclamation, if any, are:

1. Study Preparation.
2. Tasks prior to Kickoff and Site Visits. The Team shall develop a written list of the documents, that will be required to review and prepare for the kickoff meeting and site visit and identify the person responsible to acquire circulate each document among the VPS Team members.
3. Kickoff Meeting and Site Visits.
4. Tasks between Site Visit and First Session. The VPS Team will complete the assemblage and analysis of data and documents related to all identified previous alternatives.
5. First Session. The VPS Team shall spend no more than 5 days meeting at Reclamation’s

Phoenix Area Office to determine the recommended alternatives.

6. Tasks between Sessions. The VPS Team will develop ideas by writing a description of the alternatives, developing a list of preliminary findings that are technically feasible, and preparing drawings/figures to support each alternative determined to be technically feasible.
7. Second Session. The VPS Team shall spend no more than 3 days reviewing and presenting all the descriptions, drawings, figures or analytic modeling for all the alternatives.
8. After Second Session. The VPS Team shall spend no more than 30 days to incorporate comments from the VPS Team, Tribe, and Reclamation.

(3) Funds to be provided- Subject to the availability of appropriations, the total funding to be provided for work authorized under this AFA is \$775,236.00.

(4) Time and method of payment- Payment to the Tribe shall be made as expeditiously as possible after the effective date of this AFA, as follows:

Funds for all authorized pre-award expenses, provided appropriate supporting documentation is submitted to Reclamation for review, and shall be made available upon execution of the Contract through the Department of Treasury's ASAP system.

All future payments will be made on a cost reimbursable basis and not as advanced payments. Supporting financial documentation (ie., general ledger, invoices, etc) will be submitted with each Federal Financial Report -SF 425 in accordance with Section(e)(5) Submission of Reports.

(c) Other Provisions-

- (1) Scope of work-** A scope of work which contains a detailed description of the activities to be performed by the Tribe and by Reclamation is provided in Attachment A to this AFA. This scope of work is subject to reasonable modification as deemed necessary and appropriate by the Tribe, as long as the stated goals and purposes of the Contract are met.
- (2) Schedule-** A schedule for performing the work is provided in Attachment B to this AFA. This schedule is subject to reasonable modification as deemed necessary and appropriate by the Contractor.
- (3) Budget-** A budget showing how the Contractor plans to allocate the funds provided is shown in Attachment C to this AFA.
- (4) Reclamation Retained Funding-** Federal Retained Funds Schedule is shown Attachment D to this AFA.

Attachment A to the AFA

SCOPE OF WORK

YAVAPAI-APACHE NATION

PHASE III CAP Value Planning / Pre-Feasibility Study

This Scope of Work (SOW) is for a Value Planning Study and associated efforts to identify at least one viable alternative to deliver the Nation's CAP water to the Yavapai-Apache Reservation. It is anticipated that following the conclusion of these efforts, additional tasks or efforts may be added to this scope of work, by mutual agreement.

As part of the work to be performed under this SOW, the Nation and Reclamation will jointly engage in a Value Planning Study to support the development of Project alternatives that will conform to Reclamation requirements for federally funded projects.

1. OVERVIEW OF SCOPE OF WORK

Value Planning Study. With the Nation's proposal to Reclamation to utilize Sedona's reclaimed water as the local source for the CAP exchange, Reclamation suggested that a Value Planning Study be jointly convened in order to provide further definition related to the mechanisms and infrastructure that would be required to utilize the Sedona reclaimed water as a local source for the CAP exchange. Using the information already collected and analyzed, the Nation will participate in Reclamation's Value Planning Study with the goal of advancing the Nation's CAP Project.

Associated Efforts. In addition to the Value Planning Study, certain additional work will be conducted by the Nation to facilitate an effective and sound Value Planning Study.

The associated efforts include:

- **MODELING.** This task builds upon work being performed by the Nation as part of the Yavapai-Apache Nation Phase II Reclaimed Study, as well as other modeling work being performed independently by the Nation. The task will develop and model certain alternative scenario(s) to help determine the best location and means to introduce the Sedona reclaimed water to the Verde River Watershed.
- **WATER TREATMENT PROCESS TESTING.** This task involves implementing a testing protocol at the Sedona Wastewater Reclamation Plant (WWRP) to determine what, if any, additional treatment of Sedona's reclaimed water at Sedona's WWRP is recommended for the purpose of using the reclaimed water as the local source for the Nation's CAP exchange.
- **CAP EXCHANGE AGREEMENT(S).** The agreement(s) necessary to support the exchange of the Nation's CAP water will be initiated under this SOW and will be carried forward, as necessary.
- **PROJECT MANAGEMENT AND STAKEHOLDER COORDINATION.** Due to the significant complexity of the project and its potential impacts, the Nation will organize a Project Team, conduct regular coordination and task meetings, and interface with stakeholders under this task.
- **ADDITIONAL TASKS - SCOPE OF WORK, BUDGET AND SCHEDULE.** Reclamation and the Nation will coordinate the development of a Scope of Work, Budget and Schedule to update and expand upon the Nation's existing CAP Appraisal Study to evaluate the alternatives to deliver CAP water to the Yavapai-Apache Reservation.

2. VALUE PLANNING (VP) STUDY

This SOW identifies the Nation's role in Reclamation's Value Planning (VP) Study for the Nation's CAP Project. The VP Study will consider the various alternatives and solutions available to meet the Nation's need for the delivery of its CAP water to the Reservation. The VP Study will incorporate all existing data and analysis already performed in the Nation's Phase I and Phase II CAP Project work as well as Phase I and Phase II of the Nation's Reclaimed Studies.

2.1. VALUE PLANNING STUDY TEAM

The Value Planning Study Team (Study Team) will be formed as a joint team between Reclamation and the Nation. The Study Team will consist of Co-Team Leaders and Team Members with relevant expertise related to the topics to be addressed.

Representatives of the Nation with subject matter expertise, which may include a hydrologist, engineer, water quality expert, and/or an environmental compliance specialist, may be appointed by the Nation to the Study Team. Other subject matter experts will interface with the Study Team upon request of the Study Team. The Team Leaders will consist of a representative from Reclamation and representative from the Nation.

Upon formation of the Study Team, the Team Leaders will schedule the dates with the Team Members for the Value Planning Study to take place. The Study Team is expected to meet to conduct the VP Study over one or two uninterrupted periods of time. The cumulative period of time devoted to the Study Team meetings is not expected to exceed 10 days.

2.2. INFORMATION PHASE

2.2.1. PRE-DISTRIBUTION OF MATERIALS TO THE STUDY TEAM

Prior to the Team Meeting, the Team Leaders will gather all existing studies and information pertaining to the Nation's CAP Project and distribute these studies and information to the Team Members for preliminary review.

2.2.2. YAVAPAI-APACHE CAP PROJECT BRIEFING

At the beginning of the Team Meeting, the Team Leaders will brief the Study Team on the Project and the objective of achieving delivery of the Nation's CAP Project water to the Yavapai-Apache Reservation. The Team Leaders may invite those with subject matter expertise to present and answer questions from the Team Members as part of the briefing.

The briefing will include:

- Overview of Reclamation authorities to construct the CAP Project, and other documents related to CAP that will help inform the Study Team about the general requirements related to the development of a CAP project and use of CAP water by the Nation.
- Overview of the past work completed on the Nation's CAP Project and status of current work related to Sedona reclaimed water.
- Overview of the projected schedule for developing the Nation's CAP Project, including timing considerations related to the Nation's IGA with Sedona, potential shortage on the Colorado River, the Nation's water rights settlement negotiations, and other relevant topics.

- Discussion of the financial resources that may be used to plan, design, and construct the Nation's CAP Project, including the Lower Colorado River Basin Development Fund.

2.2.3. CRITERIA AND REQUIREMENTS

The Study Team will review and discuss controlling legal authority and requirements related to CAP water development and use, including, but not limited to, water quality permitting issues, quantification of the availability of local source water for the exchange, legal dynamics of a CAP exchange and permitting requirements, federal reclamation CAP cost allocation and repayment requirements, and NEPA compliance. The Nation's legal counsel for water rights and Reclamation will provide a joint presentation to the Study Team to review these items and will make themselves available as needed during the remainder of the Study Team Meeting to answer any additional legal questions that may arise. The Study Team's objective is to understand any requirements of CAP that would limit the availability of a potential alternative for delivering CAP water to the Nation's Reservation in order to avoid further planning that would result in unrealistic recommendations.

2.2.4. COMPONENT/PROCESS ANALYSIS

The Study Team will identify the significant components and sub-components related to the development of the Nation's CAP Project. Where actual estimated costs can be assigned to each component, the key components will be defined as the few most costly components whose costs add up to 80 percent of the total. If a high cost component also has a low apparent importance/need, it may be considered a value mismatch and may be a target for replacement. If a low-cost item has a high apparent importance/need and has a high user satisfaction, it may be considered a value and may be kept unchanged. Risk models, quality models, or other techniques may be used as needed to define the components of the problem and rank them by need or value. The Team will focus on the components of the problem that are most sensitive to change and user improvement. For the Nation's CAP Project, the component most sensitive to change and potential improvement will likely be focused on the local source water for the exchange and the best mechanism for delivering the local source water to the Reservation.

2.2.5. FUNCTION ANALYSIS

The Study Team will define the key components/process elements in the terms of the functions they perform. For the function analysis, the Reclamation Value Study Team Leader will explain how components or processes can be defined by describing the function(s) that the component/process will perform. The functions can be grouped as primary or secondary by asking the questions: "What must the component do?" and "What else does it do?" Sometimes a secondary function will be undesirable function that requires mitigation, adds complexity, or increases initial or life-cycle costs. In other instances, a secondary function may enhance the overall value of the Project (in other words, result in a "win-win" value). The Study Team will develop a Function Analysis System Technique (FAST) diagram to show the relationships between the various functions of the components.¹ For the FAST diagram, the Study Team will focus their attention on the defined functions with the highest apparent opportunity for improvement and/or cost savings.

¹ For more information on the FAST diagram method, see [Reclamation Value Program Handbook](#), p. 22.

2.3. CREATIVE PHASE

The creative phase of the Value Planning Study during the Study Team Meeting is intended to generate a large number of unconstrained ideas to satisfy the Nation's need for delivery of its CAP water to the Reservation. The Reclamation Value Study Team Leader will moderate the meeting and record all ideas so that they may be explored in the evaluation phase.

2.4. EVALUATION PHASE

In the evaluation phase of the Study Team Meeting, the Study Team will develop screening and selection criteria for identifying the best ideas and determining which ideas to abandon. A criteria matrix will be developed to weight criteria. In certain instances, some ideas may be eliminated if they do not meet basic legal requirements for the use of CAP water, or if they will not accomplish the objective of delivering the Nation's CAP water to the Reservation. Other ideas may be eliminated due to significant negative or adverse impacts they may cause. The Team will rate the ideas against the selection criteria and rank the ideas in order. The highest ranked ideas will be carried forward for further development. Because the Nation has already performed a substantial amount of analysis that has eliminated certain options from further consideration, the Study Team may only briefly review those options that have been eliminated to confirm they should still be eliminated from consideration.

It is expected that the Study Team will be primarily focused with evaluating various options related to the key issue of the best way to deliver the Sedona reclaimed water to the Reservation by exchange.

2.5. DEVELOPMENT PHASE

In the development phase, the Study Team will develop ideas into proposals with sufficient detail to begin to provide a reasonable basis to allow decision-makers to select the best solution to deliver CAP water to the Nation's Reservation. It is expected that the preliminary alternatives developed will focus on the key issue of how to deliver Sedona's reclaimed water to the Reservation by exchange.

2.6. PRESENTATION PHASE

The Study Team Co-Team Leaders will present the Study Team's work to Reclamation and Nation representatives in a 1-2 hour presentation during the last day of the Study. A written Presentation Report will be provided to Reclamation and Nation representatives at that time. Questions will be taken throughout the presentation to allow discussion and understanding of the proposal(s).

Deliverable: Presentation Report.

2.7. STUDY TEAM REPORT

After the conclusion of the Study Team Meeting, the Co-Team Leaders will make any other corrections, clarifications and other changes and finalize the Presentation Report into a Final Study Team Report. Copies of the Final Study Team Report will be distributed to the Team Members, Reclamation and Nation representatives, the Value Planning Review Board and the Reclamation Value Program Manager.

Deliverable: Final Study Team Report

2.8. DECISION ON FINAL STUDY TEAM REPORT

After finalizing the Study Team Report, Reclamation and the Nation will discuss responses to the findings from the Final Study Team Report and make any necessary modifications to each of the Study alternatives.

3. ASSOCIATED EFFORTS

Several key preliminary studies will provide critical information to the VP Study process. These studies will evaluate the minimum treatment needed for discharging Sedona's reclaimed water into the Verde River while meeting state water quality standards. Having this information will allow the VP Study Team to start with baseline data about the viability of treatment and use of Sedona's effluent in its evaluation of alternatives.

3.1. MODELING

3.1.1. TARGETED WATER QUALITY MODELING

An important decision criterion for the Nation's efforts to utilize its CAP water through exchange with Sedona's Class A+ reclaimed water is how the reclaimed water could affect the water quality of any receiving waters. In particular, any direct discharge of the reclaimed water to the Verde River may require an Arizona Pollution Discharge Elimination System (AZPDES) permit. Part of this permitting process involves establishing that the discharge will not substantially degrade the receiving water body.

This task will use a small-scale, localized integrated model of a small reach of the Verde River to simulate the water quality changes that may occur from discharging Sedona's reclaimed water to the Verde River. This small-scale (likely 40-meter grid) model will represent basic low-water conditions in the Verde River near Highway 89A and include both surface water and groundwater components of flow in the reach of interest. The purpose of this model is to simulate the mixing zone that develops at the point of discharge to determine its concentration and downstream extent. In particular, the model will consider a range of input concentrations of controlling contaminants (eg, total phosphorous) to determine the degree of removal required by treatment processes prior to discharge into the Verde River. Long-term water quality changes that are anticipated to occur below the mixing zone would be simulated in the larger-scale Verde Valley model (see Section 3.1.2). These simulations will include chemical reaction processes for a suite of nutrients and other chemical parameters (eg, nitrate, nitrite, BOD) as well as advection-dispersion processes for non-reactive contaminants such as temperature and salinity. Results from these simulations will help drive pilot-scale testing of water quality treatments described in Task 3.2 (Water Treatment Process Testing).

Deliverable: Preliminary CAP Exchange Water Quality Modeling Presentation Report

3.1.2. VERDE VALLEY INTEGRATED HYDROLOGIC MODELING

Integrated hydrologic modeling captures the dynamics of the full hydrologic system from the top of the watershed, with daily to hourly atmospheric inputs, to the deep groundwater basins. This task will use a 100-m grid scale² MIKESHE model of the Verde Valley (VV) with local-scale (eg, 40-m) submodels to examine the various alternatives under development in this SOW for delivery of the Nation's CAP water to the Middle Verde District of the Nation's Reservation.

² This grid scale may vary somewhat as needed to achieve project goals.

Currently, an updated MIKESHE model of the Verde Valley is planned for joint development by the Nation and The Nature Conservancy (TNC) during calendar years 2020-2021.³ This model development will use two USGS gaging stations (“Verde River near Clarkdale” [09504000] and “Oak Cr near Cornville” [09504500]) as boundary conditions to constrain simulated flows in the Verde River. Calibration flow targets will include flows at the USGS gaging stations “Verde River above Camp Verde (09504950) and “Verde River near Camp Verde” (09505800). Time-varying boundary conditions will be supplied by a regional MIKESHE model of the Verde Basin.⁴ Initial runs of the model would include natural processes only – atmospheric inputs, recharge, ET, and discharge to and from the aquifer – to try to capture the natural system unimpacted by human stresses. Next, pumping would be simulated and groundwater levels compared with observed heads in the basin. Once the model is calibrated to groundwater levels across the basin, it would roughly approximate the basin without any agricultural diversions.

Because detailed data on agricultural diversions from the Verde River is generally unavailable, the Nation’s point of compliance gaging station (USGS #0950495 Verde River above Camp Verde) provides the best information on upstream depletions during the irrigation season. Comparing the summer dry-season streamflows measured there with the simulated flows modeled by the MIKESHE model will permit a high-quality estimate of streamflow depletions attributable to agricultural diversions and associated ET losses.

Figure 1 below shows May-June 2020 flows at the three gaging stations above the Middle Verde District of the Nation’s Middle Verde District of the Reservation. The cross-over of the Middle Verde (09504950) gaging station hydrograph (blue) with the Clarkdale (09504000) hydrograph (red) illustrates the seasonal depletions in the Verde Valley above the Nation’s Middle Verde Reservation.

The process of developing the VV Integrated MIKESHE Model will reveal any critical data gaps. While these gaps are not yet identified, they could include any of the following:

- Soil characteristics (depth, soil-moisture retention properties, hydraulic conductivity profiles)
- Depth to bedrock
- Hydraulic properties of aquifers (hydraulic conductivity, storativity)
- Stream geometry (eg, cross-section profiles)
- Vegetation distribution (ag and riparian)
- Diversion structures and operations
- Atmospheric inputs (precip, temp, PET)
- Stream flows between gaging stations
- Streambed characteristics (conductance)
- Topography

For this task, any critical data gaps in the VV Integrated MIKESHE Model that is currently under development which are critical to the analysis required for the Nation’s CAP Project will be identified and a proposal will be developed to address these gaps. Additional funding may be necessary to address any gaps that are identified.

3 TNC is contributing funds to participate with the Nation in the development of the updated MIKESHE model. A final Memorandum of Agreement between TNC and the Nation is expected to be approved by the end of August 2020, with modeling work to begin immediately thereafter. It is not expected at this time that any additional funds will be required to complete the updating of the MIKESHE model upon which the specific scenario runs for this Project would be based.

4 The Regional MIKESHE model of the Verde Basin is in the final stages of development by the Nation’s hydrologist and modeler and should be completed to an intermediate calibration level by the end of 2020. This Regional MIKESHE model development was funded by the Bureau of Indian Affairs (BIA) water resources technical assistance program.

Once developed, the VV Integrated Model will provide a tool for analyzing the sensitivity of the model to various human-related perturbations associated with the VP Study alternatives. These are expected to include, but not be limited to:

- Direct delivery of water to the Verde River (approx. 1.7 cfs or 1200 AFY) near Cottonwood;
- Near-stream recharge of treated effluent in rapid infiltration/polishing basins;
- Replacement of groundwater pumping for irrigation with Sedona effluent.

The sensitivity simulations would be designed to evaluate the efficacy of conveying the Nation's CAP exchange water to its Middle Verde District Reservation lands by direct or indirect means. Specifically, the modeling would estimate important changes in water-budget features associated with the Nation's use of its 1,200 AFY of Sedona reclaimed water, including:

- Total volume and timing of added water conveyed from discharge point to NATION's Middle Verde property
- Changes in ET losses along riparian corridor
- Changes in river losses/gains to/from groundwater
- Impacts to groundwater (subflow zone and elsewhere)
 - Increased river infiltration
 - Rapid-infiltration basins
 - Offset pumping
 - ET changes
- Changes in water quality
- Impacts to groundwater
- Habitat improvements
 - Maintenance of minimum flows during summer irrigation season
 - Shorter duration of no-flow periods and shorter lengths of no-flow reaches
 - Reduced stream temps during low-flow periods
- Risk to project objectives from anticipated climate change conditions.

Deliverable: CAP Exchange Integrated Modeling Report

3.2. PILOT WATER TREATMENT PROCESS TESTING

Water treatment process modeling under this task will determine additional treatment processes which may be required to meet water quality standards established for direct or indirect (via recharge) delivery of Sedona's Class A+ reclaimed water to the Verde River. Water quality parameters of concern have been identified in the Nation's Phase II Reclaimed Study. Prior to any process modeling, the target water quality parameters of concern will be identified using MIKESHE as described in Task 4.1.1 (Modeling).

Based on water quality standards for the Verde River identified in Phase I of the Nation's Reclaimed Study and an extensive laboratory analysis for parameters of concern that is being conducted in Phase II of the Nation's Reclaimed Study, additional treatment may be required to meet targeted water quality concentrations.

There are several treatment approaches to address water quality concerns associated with reducing phosphorus (and addressing other parameters of concern as identified in the Phase II Reclaimed Study) from the A+ reclaimed water generated at Sedona's WWRP. For this task, water treatment process modeling will be used to identify the best treatment approach through laboratory bench scale testing, temporary water treatment pilot testing, optimization of existing treatment processes, and desktop analysis for the performance of engineered wetlands. Any necessary treatment process improvements must be identified with a strong level of confidence and may further influence the selection of the various alternatives and preferred alternative for delivering the Nation's CAP Water to the Middle Verde District of the Reservation by exchange.

The Nation's engineer working on the Phase II Study has extensive experience designing treatment plants and processes for removal of water quality parameters of concern. This water treatment process testing approach is based on an understanding of the best available technology and effective removal mechanisms. Identification of target water quality, flow, required contact time, and how to appropriately "scale up" pilot data to full scale design criteria will need to be developed as part of subsequent analyses.

There are several potential treatment approaches, each with advantages and disadvantages. Testing studies will be geared to provide the information required to evaluate various treatment approaches with several considerations including:

- Removal of multiple contaminants
- Waste disposal
- Footprint and cost of construction
- Media regeneration
- Best design for specific flow rates
- Simplistic operation
- Proven technology

The testing under this task will include a temporary installation at Sedona's WWRP with minimal ground disturbance to provide a level earthen pad for the pilot skid equipment. There will be no onsite discharge outside of current plant operations. The installation will be coordinated with Sedona's operations staff.

Under the existing Sedona IGA, which provides that the parties will work together to support the Project investigations, the Project Team will meet and confer with Sedona regarding the testing plan and coordinate closely with Sedona during testing. Because the Nation's engineer also designed the recent upgrades to the Sedona WWRP, completed recent sewer master plans for the City, evaluated and designed the current effluent discharge mechanisms for the WWRP, and retains an on-call contract with Sedona for engineering and technical support needs, the mobilization of the testing efforts under this task is expected to be relatively seamless.

3.2.1. Pilot Facility Specifications and Design

The Nation's engineer will coordinate installation of the testing equipment at the Sedona WWRP, which includes the following services and equipment:

- **Bench Jar Testing.** The Nation's engineer will obtain water from Sedona's UV Basin for testing at the engineer's Water ARC® facility. Testing will include up to 24 conventional jar tests to evaluate chemicals and dosages for phosphorus reduction (and additional parameters of concern identified in

Phase II of the Reclaimed Study) prior to soil aquifer column testing. This testing may be conducted prior to, or concurrently with, other tasks included in Water Treatment Process Testing.

- **Pilot Testing Site.** A weather-proof structure will be constructed onsite at the Sedona WWRP facility to accommodate the testing equipment, chemical and process tanks, and their electrical and process requirements. The level of site preparation and building size will depend on the number of pilot skids that will be evaluated. The City of Sedona is expected to be able to provide as-built drawings where the proposed test site(s) will be located to determine internal dimensions and any potential obstructions within Sedona's WWRP facilities.
- **Pilot Testing Design.** It is anticipated that Sedona will provide operational coordination with Carollo Engineers and Subcontractors to construct the plumbing, electrical, and miscellaneous components to support a fully functional pilot testing apparatus. The Nation's engineer will prepare the following necessary information to allow for installation of the testing components:
 - One line drawings indicating electrical supply and feed requirements
 - Process flow schematics indicating the arrangement of components, pipe sizes, valves and fittings, and other important information
 - Raw water supply general layout drawings
 - Disposal of treated water plans
 - General plan view showing arrangement of equipment and key components in the building where pilot equipment will be installed
 - **Equipment Selection and Procurement:** The Nation's engineer will select and procure the pilot equipment pursuant to the Nation's contractual requirements. Equipment will be leased from a third-party process equipment manufacturer/integrator, the engineer or other equipment manufacturer, for the duration of the testing. The equipment will consist of One (1) pretreatment skid (coagulation, flocculation, sedimentation).

3.2.2. Equipment Mobilization and Assembly

The Nation's Engineer will coordinate installation of the pilot testing equipment at Sedona's WWRP, which will include the following tasks:

- **Shipping & Unloading.** The Engineer will arrange and pay for shipping of the pilot equipment to the testing site and supervise unloading upon arrival. Sedona is expected to provide appropriate personnel and equipment for unloading the pilot equipment.
- **Equipment Set-up.** The Engineer will oversee installation of pilot testing equipment at Sedona's WWRP. The Engineer will monitor installation of ancillary equipment and be available to answer questions from Sedona during this task. Additionally, the Engineer will participate in start-up by coordinating with Sedona to make final equipment connections and confirm that systems are operational. Sedona is expected to provide appropriate personnel and equipment for the assembly and mobilization of the pilot testing equipment.

3.2.3. Pilot Facility Disassembly, Demobilization and Site Clean-up

At the conclusion of pilot testing, the Engineer will coordinate shutdown of the pilot testing facilities at the Sedona WWRP, which will include the following tasks:

- **Equipment Break-down.** The Engineer will break-down the pilot skids by removing chemicals, removing filter media, flushing the systems, terminating piping connections, and securing the equipment for pick-up and shipping. The Engineer will arrange for delivery of the equipment from the testing site. Sedona is expected to provide appropriate personnel and equipment for loading the pilot equipment.
- **Clean-up.** After removing the pilot equipment and plumbing, the testing site at the WWRP will be cleaned up. The site will be restored to a condition acceptable to Sedona. Sedona is expected to assist Engineer by providing assistance with clean-up, including modifying any mechanical, electrical or other items that were added as part of the initial installation.

3.2.4. Soil Aquifer Column Testing

Two (2) soil aquifer treatment columns will be constructed by the Engineer for testing in Engineer's Water ARC® Laboratory. The columns will be utilized to test two different column loading rates. Each column will be two inches in diameter and will include a saturated and unsaturated zone. Basalt sand will be used as the testing media in each column. Column operations will include two months for acclimation of the testing media and two months for performance monitoring. The City of Sedona will assist the Engineer with monthly collection and shipping of water for testing in 55-gallon drums. Water quality samples will be collected on the influent (10 per month) and effluent (approximately 20 per column per month) for TOC, nitrate, Total P, orthoP, conductivity, ORP, and limited sampling for E. coli, TTHMs, HAA5, CECs, PFAS, and NDMA. The duration for lab analysis of soil aquifer column testing is anticipated to be four months.

3.2.5. Pilot Study Protocol Development

A Pilot Study Protocol and Work Plan will be developed by the Nation's engineer that will serve as a comprehensive guide to the activities to be undertaken as part of this testing task. The pilot study protocols and work plan will outline and address the following:

- Objectives and goals
- Pilot layout, design criteria, ancillary requirements
- Procedures
- Description of operations
- Testing matrix outlining the conditions, flows, loadings, duration, runs, and other relevant information for each proposed testing series
- Water quality sampling, testing, and monitoring
- Quality Assurance/Quality Control (QA/QC) procedures
- Roles, responsibilities, and communications
- Reporting
- Safety Plan

The pilot study protocol will be reviewed by the Project Team, Reclamation and Sedona. Comments will be incorporated into the Final Protocol prior to implementation.

Deliverable: Pilot Study Protocol and Work Plan

3.2.6.Plant Operations

Pilot-scale testing at Sedona's WWRP will be performed to characterize the treatment performance of the selected process configurations under a range of raw water quality conditions. The results from piloting will be evaluated to develop a recommended treatment process for Sedona's reclaimed water in relation to the Nation's CAP exchange needs.

The following treatment train configuration and condition will be analyzed:

- One (1) pretreatment skid (coagulation, flocculation, sedimentation)

The Nation's engineer anticipates that up to 1 full-time staff member (eight hours per day, five days per week) will be required to maintain operations and collect the data required from the pilot equipment.

- Initial start-up: Following completion of the equipment set-up activities, two weeks of piloting will be performed to validate operations, establish procedures, and prepare for routine pilot operations.
- Routine Pilot Operations: Pilot operations will be conducted for up to 8 weeks and will be focused on:
 - Documenting performance of the various treatment configurations and developing operating and process criteria for the configurations in accordance with the Protocol.
 - Validating treatment performance through variation in influent water quality. The ability to sustain treatment performance and the robustness of treatment will be investigated during this phase.
- Special Sampling: Special sampling will occur periodically throughout Pilot Operations. Anticipated testing includes:
 - Perfluorinated Chemical Analysis on both raw influent wastewater and treated effluent wastewater, up to 4 samples.
- Quality Assurance/Quality Control (QA/QC): QA/QC procedures will be developed and documented in the Protocol. Procedures will include regular validation of flow rates, transmitters, and on-line water quality monitoring equipment.
- Ongoing Reporting: Regular communications will be conducted as follows:
 - Conference calls will be conducted twice a month with CITY and ENGINEER personnel to review ongoing operations, challenges, issues, findings, and upcoming activities. It is assumed each call will last up to one hour.
 - A monthly pilot summary report will be prepared to summarize operations and results for inclusion with the monthly status report.

3.2.7.Environmental Compliance

Any necessary environmental compliance reviews will be completed prior to proceeding with installation of the testing equipment at Sedona's WWRP and conducting the pilot tests.

3.2.8. WORKSHOP

At the completion of the pilot testing and during the preparation of the Pilot Testing Study Report, the Nation's Engineer will conduct a workshop with the Project Team, the Nation, Reclamation and Sedona to summarize the pilot plant operations, results, and design criteria for any recommended improvements.

3.2.9. PILOT TESTING STUDY REPORT

The Nation's Engineer will prepare a draft and final Pilot Study Report. A draft report of results and recommendations from the pilot testing will be submitted to the Project Team, Reclamation and Sedona.

The draft report will contain a summary of the results of evaluations previously presented. The report will be finalized based on comments received. The Final Report will be distributed to the Project Team, Reclamation and Sedona and included in the design analysis for the Project.

Deliverables: Draft and Final Pilot Study Report

3.3. SEDONA WWRP TREATMENT IMPROVEMENTS ANALYSIS

The Nation's Engineer will conduct an evaluation of the mechanisms required to remove any water quality parameters of concern identified during Phase II of the Nation's Reclaimed Study, from the A+ effluent generated at Sedona's WWRP, via optimization of existing operations at Sedona's WWRP. This task will include:

- Development of Blue Plan-it® model to simulate existing operations at the Sedona WWRP
- Utilization of the Blue Plan-it® model to:
 - a. Identify any required plant process improvements
 - b. Identify any operational changes that will optimize removal of water quality parameters of concern
 - c. Identification of any Operations and Maintenance (O&M) requirements associated with the operational modifications
- Development of a Class 5 Capital Cost Estimate
- Development of O&M costs for the proposed improvements

Deliverable: This analysis will be included in the CAP Exchange Delivery System Preliminary Design Report.

3.4. CAP EXCHANGE AGREEMENT(S)

To effectuate delivery of the Nation's CAP water to the Reservation, a CAP exchange agreement with the exchange partner must be developed. The Nation contemplates that a third-party entity will also accept Sedona's CAP water and serve as the exchange partner. Under this task, the Nation's attorneys, and consultants as necessary, will continue engagement with the prospective third party exchange partner to develop the necessary arrangements and essential terms of the exchange agreement. The Nation and the third party exchange partner will work toward the development and definition of principals of agreement, terms sheets, and/or other documentation further defining the potential CAP exchange. Furthermore, any related agreements that would be necessary to fulfill exchanges, including an Intergovernmental Agreement with the City of Sedona, similar principals of agreement, term sheets, and/or other documentation further defining the potential roles and responsibilities would be developed.

Deliverable: A narrative describing the contemplated agreements, and the associated actions. Principals of agreement, term sheets, and or other documentation outlining the framework for the exchange and affiliated arrangements will be provided.

4. PROJECT MANAGEMENT AND STAKEHOLDER COORDINATION

A Project Team has been established consisting of representatives of the Nation's Attorney General and appointed legal counsel (Attorneys), the Nation's Engineer, Carollo Engineers, Inc., and the Nation's Hydrologist, Lacher Hydrologic Consulting (LHC), and other necessary consultants which may be appointed to the Project Team by the Nation.

Carollo Engineers, Inc will manage the Project by planning and leading meetings in coordination with the Project Team, coordinating with project stakeholders and project staff, monitoring project progress, preparing monthly progress reports, and updating the Project schedule as necessary.

A Kick-off Meeting of the Project Team will be held to initiate the work associated with this phase of the Project. Overall project goals will be reviewed, team members and associated project roles will be introduced, data requests will be provided and reviewed, project schedule and milestones will be established, and lines of communication will be determined.

Conference calls will be held with the Project Team, as required to review progress, discuss issues and determine direction.

The Project Team will have bi-weekly (every other week) meetings for the duration of the Project schedule unless fewer Project Team meetings are required to accomplish project objectives. Meetings of Project Team members involved in a particular topic area may also be held in lieu of the bi-weekly Project Team meetings for all Team Member, as appropriate.

- Kickoff Meeting (1)
- Bi-Weekly Meetings (24)

Project Team Members will also regularly conduct meetings with state, federal and local government entities and agencies and other stakeholders to provide information and coordinate tasks which require input or approval in order to improve the overall potential for success of the Project.

This task includes meeting preparation for presentations specific to each stakeholder.

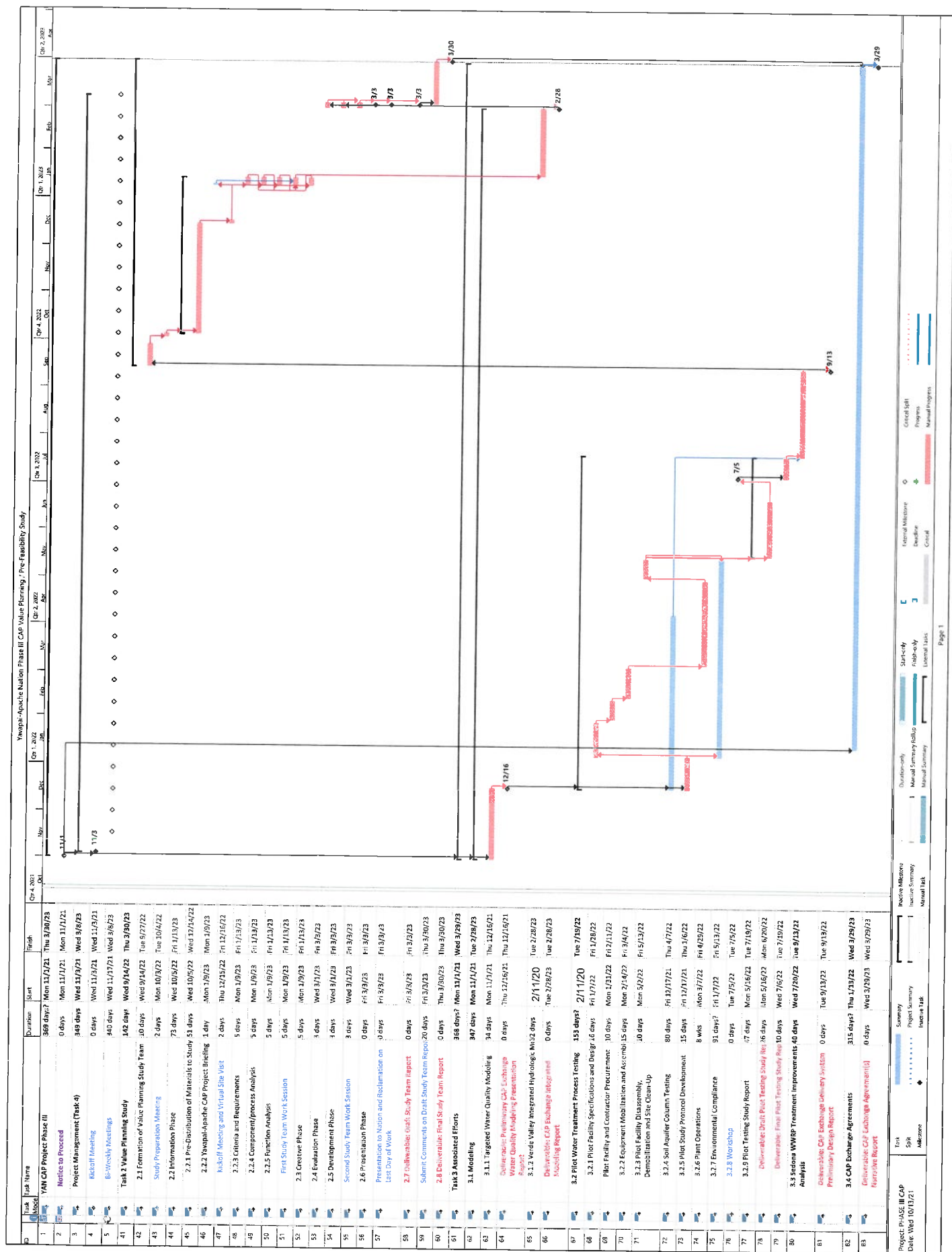
Deliverables: Meeting Presentation Materials and Meeting Minutes

5. ADDITIONAL TASKS - SCOPE OF WORK, BUDGET AND SCHEDULE PREPARATION

While the tasks are underway in this Scope of Work, the Nation and Reclamation will prepare a scope of work for the Nation and Reclamation to delineate the Nation's CAP Project to a level that is ready for the additional study compliance tasks to be undertaken. As these tasks are underway, the Nation and Reclamation will work together to develop the scope of work, budget, and schedule for these additional tasks. In addition, where certain additional tasks are defined as necessary to achieve the objective of defining at least one viable Project alternative to deliver CAP water the Yavapai-Apache Reservation by exchange, the Nation and Reclamation will prepare a scope of work, budget and schedule for such task or tasks to be added to the funding agreement between the Nation and Reclamation for the development of the Nation's CAP Project.

Attachment B to the AFA

PERFORMANCE SCHEDULE



Attachment C to the AFA

BUDGET

BUDGET ITEM DESCRIPTION	COMPUTATION			TOTAL COST
	Price/Rate	Unit	Quantity	
SALARIES/ WAGES				
Project Manager (S. Canty)	\$250.00	hr	120	\$30,000.00
			Subtotal	\$30,000.00
CONTRACTUAL/ CONSTRUCTION				
Carollo Engineering				\$559,806.00
Project Direction- D. Sobeck	\$250.00	hr	58	\$14,500.00
Project Manager-A. Esmay	\$225.00	hr	362	\$81,450.00
Project Engineer	\$195.00	hr	64	\$12,480.00
Associate Engineer	\$155.00	hr	56	\$8,680.00
QM Engineer	\$250.00	hr	12	\$3,000.00
Process Engineer	\$215.00	hr	146	\$31,390.00
Document Processing	\$115.00	hr	18	\$2,070.00
CAD/Graphics/GIS	\$135.00	hr	24	\$3,240.00
Carollo Water ARC Lab	\$402,996.00	ls	1	\$402,996.00
Lacher Engineering Consultants				\$99,150.00
Sr. Modeler/ Engineer- B. Prucha	\$150.00	hr	216	\$32,400.00
Project Manager/ Hydrologist- L. Lacher	\$150.00	hr	378	\$56,700.00
Modeling/ GIS Tech	\$100.00	hr	80	\$8,000.00
Pilot Water Treatment Process Testing	\$2,050.00	ls	1	\$2,050.00
Montgomery & Interpreter				\$116,280.00
legal services/Consultation	\$275.00	hr	239	\$65,725.00
Research Assistant	\$130.00	hr	34	\$4,420.00
Document Processing	\$75.00	hr	16	\$1,200.00
Printing	\$250.00	ls	1	\$250.00
travel	\$500.00	ls	1	\$500.00
Pre-award contract negotiations	\$44,185.00	ls	1	\$44,185.00
			Subtotal	\$775,236.00
YAN TOTAL DIRECT COSTS:				\$805,236.00
INDIRECT COSTS -				
No indirect costs are being applied	0.00%	PER		\$0.00
YAN TOTAL DIRECT & INDIRECT COSTS:				\$805,236.00
RECLAMATION RETAINED COSTS:				\$424,011.48
TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:				\$1,229,247.48

Attachment D to the AFA

RECLAMATION RETAINED FUNDS

Federally Retained Funds Schedule
Yavapai Apache Nation - Arizona Water Settlements Act

On December 11, 1980, pursuant to the Colorado River Basin Project Act of 1968, the Secretary of the Interior allocated 1,200 acre-feet per year of Indian Priority Central Arizona Project (CAP) water for homeland purposes to the Yavapai Apache Nation (Nation). Following the allocation of water, the Nation was eligible to have a CAP distribution system constructed to facilitate delivery and distribution of their CAP water. This distribution system would be constructed pursuant to Reclamation Law, and as is identified in Section 14 of the 1939 Reclamation Extension Act exchanges of water, subject to certain provisions, can be used to facilitate economic construction of projects.

Under a P.L. 93-638 Indian Self-Determination and Education Assistance Act Agreement (638 Contract) with Reclamation, the Nation will participate in a value planning study to investigate possible project alternatives for their CAP distribution system. The 638 Contract will also fund associated efforts useful to the investigation of possible sources of exchange water and delivery methods. Inherent federal functions have been identified in carrying out the Value Planning Study, conducting analysis pursuant to the National Environmental Protection Act (NEPA), contract administration, a safety inspection and associated post award monitoring activities. The following table is a summary of the funds that will be retained by Reclamation with estimates of staff time and narratives to explain these required responsibilities. These estimates are based on the Statement of Work (SOW) provided to Reclamation by the Nation.

Federal Activities	Hours	Labor	Expenses	Cost
Value Planning Study	2,424	\$ 350,760.00	\$ 8,785.72	\$ 359,545.72
NEPA & Environmental Compliance	114	\$ 14,320.00	\$ -	\$ 14,320.00
Contract Administration	156	\$ 19,700.00	\$ -	\$ 19,700.00
Construction Safety & Site Inspection	100	\$ 13,320.00	\$ 725.76	\$ 14,045.76
Regional Oversight	140	\$ 16,400.00	\$ -	\$ 16,400.00
Total Federal Activities	2,794	\$ 398,100.00	\$ 9,511.48	\$ 424,011.48

R21AV00007 638 CONTRACT FUNDS

Funding for 638 Contract R21AV00007 is from the Lower Colorado River Basin Development Fund (Development Fund). Reclamation retained funds are not transferred to the Contractor but are included as part of the 638 Contract. The transfer amount is reduced by the amount shown in the Table and described below. The total estimated contract amount is \$1,299,247.48, of which \$424,011 is being retained, resulting in the amount reimbursable to the Nation of \$775,236.00.

VALUE PLANNING STUDY

Reclamation's Phoenix Area Office (PXAO) Native American Affairs Office (NAAO), the Contractor, and the Technical Services Center (TSC) will facilitate a Reclamation Value Planning Study (VP Study). The VP Study is intended to identify and provide preliminary evaluation of structural and nonstructural alternatives to the Contractor's CAP distribution system. The VP Study will develop potential alternatives that will supply water from various sources to the Reservation. Retained funds will be used to facilitate the VP Study, fund Reclamation technical experts participation and development of pre-appraisal level engineering designs, produce cost estimates, and compile a VP Study report.

NEPA & CULTURAL RESOURCE COMPLIANCE

PXAO environmental and cultural resource staff will prepare a Categorical Exclusion (CE) and review cultural survey reports. Reclamation will, at the request of the Contractor, provide technical support associated with environmental and cultural resource compliance programs. Staff hours for these tasks are estimated at 64 with no expenses. A description of the specific requirements for the NEPA and cultural resource compliance activities are discussed below.

National Environmental Policy Act (NEPA) (P.L.91-190, 42U.S.C.4321-4347)

The Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 CFR Parts 1500 to 1508) are binding on all federal agencies. The Departmental Manual 516 DM 1-7 provides additional guidance on NEPA requirements for Interior agencies. NEPA and the CEQ regulations require that federal agencies assess the environmental impact of federal actions and document such analysis in Environmental Assessments or Environmental Impact Statements, prior to taking the federal action. The federal agency is identified as the entity responsible for compliance. The Contractor will not be authorized to sign Findings of No Significant Impact, Categorical Exclusion Checklists, file EIS's, or Records of Decision. Reclamation will file and sign such documents and will be responsible for their adequacy. Accordingly, Reclamation staff will need to maintain sufficient involvement to concur with the adequacy of the NEPA process and documentation.

Endangered Species Act (ESA) (P.L. 93-205)

This Act requires federal agencies to consult with Fish and Wildlife Service, under Section 7 of the Act for federal actions which may affect a threatened or endangered species. Reclamation will carry out surveys, data collection, and the preparation of any required biological assessments.

National Historic Preservation Act (NHPA) (Public Law 89-665 as amended; 16 U.S.C 470)

Section 106 of the NHPA provides for, “the head of any federal agency having direct or **indirect** (emphasis added) jurisdiction over a proposed federal or federally assisted undertaking . . . prior to the approval of the expenditure of any federal funds on the undertaking . . . take into account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register.”

Because of a 1983 Programmatic Agreement (PA) between Reclamation, the Arizona State Historic Preservation Office (SHPO), and the Advisory Council on Historic Preservation of all CAP related cultural resource activities, Section 106 consultation is done directly between PXAO and the SHPO. Recent amendments to the NHPA, however, allow for Indian tribes to assume all or any part of the functions of a SHPO with respect to tribal lands. Tribes must meet various criteria described in Section 101(d)(2) in order to assume SHPO role, and comply with regulations issued by the Secretary. Federal responsibility for cultural resource identification, assessment, determination of eligibility, nomination to the National Register, and mitigation is still retained by Reclamation.

Section 110 of the NHPA stipulates that each federal agency shall ensure that “. . . properties not under the jurisdiction or control of the agency, but subject to be potentially affected by agency actions are given full consideration in planning”

Section 112 of the NHPA stipulates that each Federal agency that is responsible for archaeological resources ensure that, “All actions taken by employees or contractors . . . shall meet professional standards under regulations developed by the Secretary”

In each case, federal responsibility cannot be delegated to another entity. The federal role, however, can be limited to oversight, appropriation of funds, and coordination.

638 CONTRACT GENERAL ADMINISTRATION AND REVIEW

PXAO staff will provide for general administration of the 638 Contract, including supplemental agreements, administration of payments, issue resolutions, and preparation of support documentation. Staff will meet with Contractor representatives to address ongoing issues, needs and/or requests as well as to keep informed on the progress of the project.

The PXAO will review the Contractor’s quarterly progress and Federal financial reports showing activities and expenditures of work identified in the 638 Contract. This will involve associated Contractor staff input and will be consolidated into a report format. Staff will also track, monitor, and update VP Study and construction activities in order to understand and report to management specific progress details.

These costs include the participation of the Manager of the NAAO (20 hours) and Indian Self Determination Specialist position (40 hours), Civil Engineer (40), Project Manager (40 hours) to monitor and track project activities as well as a limited amount of administrative time.

CONSTRUCTION AND OPERATION SAFETY

Reclamation will provide monitoring and consultation on safety at the pilot wastewater treatment facility. The PXAO Safety staff shall review the construction contractor's safety plan and provide comments and assistance as needed. PXAO safety staff will work with the Contractor's water treatment engineers and operators to ensure safety plans are implemented. The Safety Officer may also, on an as needed basis, visit the construction sites or provide support as requested by the Contractor or Reclamation Program Manager. (40 hours)

CONSTRUCTION AND OPERATION INSPECTION

Reclamation will conduct construction and operation inspections at the pilot wastewater treatment facility. The PXAO Engineer will inspect the pilot wastewater treatment facility at time of assembly and disassembly to ensure schedule, and environmental policy is followed. Engineering staff will visit work site up to 4 times and document progress and completion of proposed work. (60 hours)

REGIONAL OVERSIGHT

The Lower Colorado Regional Office has an oversight role associated with the drafting of the 638 Contract, coordinating solicitor and policy office reviews. Typically, the Contract is drafted and reviewed over the course of one month and it is assumed that the Regional Office will spend cumulatively up to 140 hours drafting and reviewing the Contract, ensuring compliance with financial management policies, approving and facilitating funding transfers as well as review and oversight over the course of the year.