

RESOLUTION NO. 208 -22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Approving a Grant Agreement Between the Yavapai-Apache Nation and  
The Nature Conservancy to Fund Development of a Comprehensive Farm Plan for  
Operation of the Nation's Cloverleaf Farm and Ranch**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act in all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided by Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to manage all tribal economic affairs and enterprises of the Nation and to appropriate and regulate the use of tribal funds, as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate with Federal, State, and local governments and to accept grants and donations from any person, organization, state, or the United States as provided by Article V (b) and (s), respectively, of the Constitution; and
- WHEREAS:** The Nation, acting through its Agricultural Resources Department, is a significant agricultural producer in the Verde Valley, and the Nation places a high priority on continuing its historic agricultural operations while also supporting a healthy and flowing Verde River, which is essential to support the Nation in its permanent tribal homeland on the Yavapai-Apache Reservation; and
- WHEREAS:** The Nature Conservancy (“TNC”) is a non-profit environmental organization active in the Verde River watershed with a focus on preserving the flows of the Verde River and the health of the ecosystems and economies that are supported by a continually flowing Verde River; and
- WHEREAS:** The Nation’s Agricultural Resources Department is working with TNC to develop the Nation’s agricultural operations with new opportunities in the local and regional agricultural markets, including supporting the development of a small grains market in the Verde Valley and diversifying the Nation’s annual farming crop rotation; and
- WHEREAS:** As authorized under Tribal Council Resolution No. 07-20, the Nation and TNC entered into a Memorandum of Understanding (“MOU”) to continue their positive working relationship and to facilitate development of additional opportunities for the Nation related to the Nation’s agricultural operations in local and regional agricultural markets, including through development of the Nation’s agricultural lands; and
- WHEREAS:** Under the terms of the MOU the Nation and TNC have agreed to identify funding sources to assist the Nation in further developing its agricultural operations; and
- WHEREAS:** TNC has identified a funding opportunity to assist the Nation in developing a farm plan to assist the Nation with comprehensive farm decision-making that takes into account the Nation’s economic, crop production, and environmental goals; and

**WHEREAS:** Engineering costs associated with development of the farm plan include field layout and conceptual planning and design for the infrastructure improvements needed for the Nation's agricultural irrigation systems at the Nation's Cloverleaf Farm and Ranch, and the engineering work will include design, costs estimates, and field surveying activities associated with laying out three (3) priority irrigation areas, as described in the Grant Agreement attached to this Resolution as **Exhibit A**; and

**WHEREAS:** Under the Grant Agreement TNC will provide grant funding to the Nation in an amount up to \$20,000 to be used to fund the engineering design cost associated with development of the farm plan at the Nation's Cloverleaf Farm and Ranch; and

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

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

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Yavapai-Apache Nation to enter into a Grant Agreement with The Nature Conservancy in accordance with the form of Grant Agreement attached to this Resolution as **Exhibit A**, and the Grant Agreement is hereby approved and incorporated into this resolution by reference.


**BE IT FINALLY RESOLVED** that the Chairwoman, and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

#### CERTIFICATION

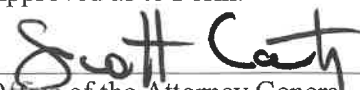
I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on November 10 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
\_\_\_\_\_  
Tanya Lewis, Chairwoman

**ATTEST:**

  
\_\_\_\_\_  
Karla Reimer, Council Secretary

Approved as to Form:

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

**EXHIBIT A**

**GRANT AGREEMENT  
BETWEEN  
THE YAVAPAI-APACHE NATION  
AND  
THE NATURE CONSERVANCY  
RELATED TO**

**Development of the Cloverleaf Farm and Ranch  
Farm Plan – Engineering Costs**

**November 10, 2022**



Grant number:	AZ-220728
<b>TNC ACCOUNTING INFORMATION</b>	
Project Name:	AZ 1 Verde River; WFF9
Project ID:	P102125
Award-Activity ID:	F107362
Book ID or Unique ID:	
Source of funds:	<input checked="" type="checkbox"/> Private Foundation <input type="checkbox"/> Private

**Grant Agreement between The Nature Conservancy  
And Yavapai-Apache Nation**

**WHEREAS** The Nature Conservancy (“TNC”) is a U.S. 501(c)(3) non-profit organization, incorporated in the District of Columbia, whose mission is to conserve the lands and waters on which all life depends;

**WHEREAS** The Yavapai-Apache Nation (“Nation”) is a federally recognized Indian Tribal Government located in the Verde Valley of Arizona, comprised of five tribal communities: Tunlii, Middle Verde, Rimrock, Camp Verde and Clarkdale (the “Grantee”); and

**WHEREAS** the Yavapai-Apache Tribal Council has approved this Grant Agreement by Council Resolution, a copy of which is attached to this Agreement.

**WHEREAS** TNC is pleased to support the Grantee by providing grant funding in the amount and format described in this Grant Agreement (the “Agreement”) for the Purpose defined below.

**THEREFORE**, the Parties hereby agree to the following terms and conditions:

**1. Parties.**

- a. This Agreement is funded by and will be managed through the following TNC Business Unit (“BU”):

TNC BU Name:	Arizona Business Unit
TNC BU Office Address:	1510 E. Fort Lowell Rd., Tucson, AZ 85719
TNC Project Manager (“PM”):	John Ford
TNC PM Telephone:	(707) 483 - 8697
TNC PM Email Address:	John.ford@tnc.org

- b. The following entity shall receive the funds as the “Grantee”:

Name of Grantee:	Yavapai-Apache Nation
Type of Entity:	Tribal Government
State:	Arizona
Address:	2400 West Datsi Ave., Camp Verde, AZ 86322
Name and Title of Authorized Representative:	Yolanda Trujillo, Agricultural Resources Department Manager (For Grant Administration and Reporting)
Telephone:	(928) 592 -7158
Email Address:	ytrujillo@yan-tribe.org

**2. Grant Purpose and Program.** This Grant provides funds to the Grantee for the activities described in the work plan in Attachment A (the “Program”). The Grantee shall comply with the Standard Terms and Conditions in Attachment B.

**3. Agreement Term.** This Grant shall become effective upon final signature of TNC and Grantee and will expire on July 14, 2023.

**4. Term of Activities.** The Program activities authorized to be charged to the Grant may commence upon final signature below and may continue until June 30, 2023 (the “Term of the Activities”). With the exception of staff time for the preparation of the final report(s), Grantee may not engage in or charge any activities to the Grant before or after the Term of the Activities.

**5. Grant Amount and Disbursement.** TNC’s disbursement of Grant funds is contingent upon (a) Grantee making satisfactory progress with regard to the Program, and (b) Grantee’s timely submission and TNC’s approval of any required reports.

This is a cost-reimbursable grant, which means TNC will provide Grantee with funds up to a maximum amount of US \$20,000.00 to be spent in accordance with the approved budget included in Attachment A-1. The final amount will depend on Grantee’s actual costs incurred in the successful completion of the Program as detailed in its financial reports. Any unused Grant funds must be returned to TNC within 60-days following expiration or earlier termination of the Agreement and said obligation shall survive the expiration or earlier termination of the Agreement.

TNC shall make an initial disbursement of US \$10,000 following the signing of this Agreement by both Parties. Subsequent disbursements will be made upon receipt and approval of financial and interim reports as scheduled below.

**6. Reporting.** TNC reserves 30 days for the review and approval of each report. TNC is not obligated to make any disbursements for reports submitted after the Agreement Term.

Grantee must submit the following reports to TNC by delivering them by email to John Ford, Verde River Project Manager, john.ford@tnc.org and Tom Stitt, Conservation Financial Specialist, thomas.stitt@tnc.org.

- a. Programmatic report(s) must be submitted in accordance with the following schedule:

#	Description of Report	Report due date
1	Interim Programmatic Report	February 15, 2023
2	Final Programmatic Report	July 14, 2023

- b. Financial report(s) must be submitted in accordance with the following schedule:

#	Description of Report	Report due date
1	Interim Financial Report (Attachment C)	February 15, 2023
2	Final Financial Report (Attachment C)	July 14, 2023

**7. Information on TNC’s Donor.** As this Grant uses funds provided to TNC from the following donor agreement (the “Prime Grant”), the rights retained by TNC or assigned by Grantee to TNC under this Agreement may also be assigned by TNC to the identified donor. If the Prime Grant expires or is terminated, TNC will have the right to terminate this Agreement as of the expiration date or termination date of the Prime Grant.

Name of Donor	Walton Family Foundation
Title of Prime Grant (if any)	The Nature Conservancy
Term of Prime Grant	07/01/2021 – 06/30/2023
Additional Terms and Conditions included in Attachment C?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**8. Choice of Law; Forum.** This Agreement will be governed by the laws of the state of TNC's address on the first page (excluding choice of law principles, if any) and litigation, if any, will be conducted in that same state (See Section 1a above).

Grantee and TNC have executed this Agreement, effective as of the later date written below.

**FOR YAVAPAI-APACHE NATION**

**FOR THE NATURE CONSERVANCY**

  
\_\_\_\_\_

\_\_\_\_\_

Print Name: Tanya Lewis

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

Title: Chairwoman

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

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

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

**ATTACHMENTS**

Attachment A – Work Plan

Attachment A-1 – Budget

Attachment B – TNC Standard Terms & Conditions for Grants

Attachment C – Financial Report Template

## Attachment A

### Workplan

The Yavapai-Apache Nation's Agricultural Resources Department is working with the Nation to create a 5-year farm plan ("farm plan"). The farm plan will be a comprehensive approach to farm decision-making, considering the Nation's economic, production and environmental goals. Under the Grant Agreement TNC's funding for the farm planning process will be applied toward engineering costs associated with the farm plan.

Engineering costs associated with the farm plan include field layout and infrastructure for the Nation's agricultural irrigation. This will include working with a consultant to develop concept plans for layout of the Nation's agricultural fields and individual comprehensive designs for at least three priority irrigation areas within the Nation's farm lands.

1. **Objective** – The objective of this grant is to produce a conceptual irrigation field and infrastructure design for the Nation's agricultural irrigation. Additionally, the grant will cover three comprehensive plans for priority irrigation areas, which will include engineering field visits, surveying, and cost estimates for materials and labor.
2. **Grant Activities** – Activities covered under this grant are related to engineering contracting and include design, cost estimates, surveying and site visits.
3. **Desired Outcomes** – The expected outcomes from this grant are:
  - a. Conceptual engineering plans ("plans") for the Nation's irrigation, including budget estimates for construction and materials.
  - b. Comprehensive designs for 3 priority irrigation areas, including complete budget estimates for construction and materials.
4. **Timeline** – The expected plans will be completed by the end of the grant period.

**Attachment A-1**

**Budget**

<b>A. Personnel</b>	
<b>B. Fringe Benefits</b>	
<b>C. Travel</b>	
<b>D. Equipment</b>	---
<b>E. Supplies</b>	
<b>F. Contractual</b>	\$20,000
<b>G. Construction</b>	---
<b>H. Other (printing, office)</b>	
<b>I. Total Direct Costs</b>	
<b>J. Indirect Costs</b>	
<b>K. Totals</b>	\$20,000



**Attachment B**  
**Standard Terms and Conditions for Grants < US \$300,000**

1. **Use and Management of Funds.** The Grantee agrees to use the Grant funds exclusively for the Program as defined in the Grant Agreement and Attachment A. Any disallowed expenditures or Grant funds not expended or committed for the Program must be returned to TNC within 60 days following the end of the Term of Activities under the Grant Agreement.
2. **Intellectual Property.** All rights, title, and interest in and to any materials developed with the Grant funds vests in Grantee with TNC receiving a fully paid, non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sublicensable, transferable, assignable license to modify, publish, reproduce, distribute, make derivative works from, make publicly available, share, and otherwise use in all media, whether now known or otherwise, the same. Grantee must provide TNC with copies of all materials at no cost.
3. **Acknowledgements and Name/Logo.** Grantee agrees to acknowledge TNC's support of the Program in all relevant media announcements, programs, and publications and to obtain TNC's prior consent to the proposed acknowledgments. However, Grantee may not use TNC's name or logo for any other reason without prior written permission from TNC.
4. **Termination.** TNC has the right to terminate this Grant Agreement by giving 30 days written notice to Grantee of intent to terminate, which shall allow 15 days to conclude Program activities and another 15 days for the preparation of any final report(s) before the revised expiration date of the Agreement Term. Payment for activities satisfactorily completed, as determined by TNC, will be adjusted accordingly and, if applicable, Grantee must promptly return unused funds to TNC.
5. **Miscellaneous.** Grantee must notify TNC immediately of any change in Grantee's Tribal Government or tax-exempt status. Grantee may not, without TNC's prior written consent, use, copy, publish, or divulge any information marked as "confidential", and agrees to use confidential information solely in furtherance of the Program. Grantee must maintain accurate records of its costs and expenses for three (3) years and make the same available to TNC's internal and external auditors upon request. Grantee may not use or allow others to use any portion of the Grant Funds to cause any impermissible private benefit or any private inurement to occur or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code. Unless specifically authorized in Attachment A, Grantee may not use any portion of the Grant funds to engage in any lobbying activities, attempt to influence legislation, or to participate or intervene in any political campaign, on behalf of or in opposition to any candidate for public office. Grantee expressly assumes all liability for the Grant activities including personal injury, property damage, and injury to third persons and agrees to hold TNC harmless from the same. Neither this Agreement nor the Grant may be assigned by Grantee in whole or in part without TNC's prior written permission.
6. **Compliance with Laws.** Grantee represents that it can lawfully work in the jurisdiction where the Program activities will be performed and has or will obtain (at Grantee's expense) any necessary permits, licenses, or authorizations. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to ensure TNC has any future permissions necessary for completion of the Program, if applicable. The Grantee agrees to comply with all applicable laws including, but not limited to, human rights laws, anti-discrimination laws, anti-bribery laws, anti-corruption laws, anti-money laundering laws, counterterrorism laws, and economic sanctions laws. The Grantee confirms it is not presently debarred, suspended, or declared ineligible for awards from any government agency.
7. **Code of Conduct and Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnchelpline](http://www.nature.org/tnchelpline).

**Attachment C**

**[attach financial report template here]**

**FORM A - CONSOLIDATED FINANCIAL REPORT**

NAME OF ORGANIZATION : **Yavapai-Apache Nation**  
 PROJECT NAME: **Farm Plan**  
 REPORT PERIOD:

COUNTRY: **USA**  
 SITE:  
 SUBAWARD #: **AZ-220728**

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

TNC-FUNDED EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL					-	-
B. FRINGE BENEFITS				-	-	-
C. TRAVEL					-	-
D. EQUIPMENT	-				-	-
E. SUPPLIES				-	-	-
F. CONTRACTUAL	20,000.00				-	20,000.00
G. CONSTRUCTION					-	-
H. OTHER (Printing+Office)					-	-
I. TOTAL DIRECT COSTS	20,000.00	-	-	-	-	20,000.00
J. INDIRECT COSTS					-	-
K. TOTALS	20,000.00	-	-	-	-	20,000.00
<b>PERCENTAGE OF BUDGET SPENT</b>					<b>0%</b>	

MATCH EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL					-	-
B. FRINGE BENEFITS				-	-	-
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL					-	-
G. IN-KIND					-	-
H. OTHER (Printing+Office)					-	-
I. TOTAL DIRECT COSTS	-	-	-	-	-	-
J. INDIRECT COSTS	-				-	-
K. TOTALS	-	-	-	-	-	-
<b>PROJECT TOTALS</b>	<b>20,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000.00</b>

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

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: LOP means Life of Project.