

RESOLUTION NO. 151-28
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 Webpage for Inclusion on the
Nation's Website Dedicated to the Nation's Land and Water Conservation Activities**

- 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 has a long history of working to recover and conserve the land and water resources of the Nation, including the restoration of lands that are part of the Nation's historic homelands but that were lost as a result of past failed policies of the United States toward the Yavapai and Apache people, and the Nation works tirelessly to preserve the flows of the Verde River and the overall Verde River Watershed, thereby 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 is currently engaged with the United States Forest Service in a land exchange under which the Nation seeks to recover approximately 3,200 acres of land within the Nation's historic homelands and within the Nation's former 1871 reservation; and
- WHEREAS:** The Land Exchange will not only return lands to the Nation, it will also provide the Nation with additional opportunities to protect the riparian habitat along the Verde River, and conserve and protect the flows of the river; 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 and TNC to cooperate on land and water conservation projects; and
- WHEREAS:** TNC has identified grant funds available from TNC under TNC Grant Number AZ-230825, attached to this Resolution as **Exhibit A** (the "Grant Agreement"), to assist the

Nation in development of public facing website that includes materials communicating the importance to the Nation, both culturally and ecologically, of certain lands and places, including, but not limited to the lands that will be recovered by the Nation under the pending Land Exchange; 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 development of a public facing webpage on the Nation's existing website, to enhance the Nation's capacity to effectively communicate its cultural and ecological priorities within the Verde River watershed, including the ongoing efforts to recover some of the Nation's historic homelands along and near the Verde River; and

WHEREAS: By developing a comprehensive and engaging website/webpage dedicated to important land and water issues, the Nation will strengthen connections within its communities and with the wider public, fostering a greater understanding and appreciation of the Nation's land recovery and water conservation efforts.

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, acting through the Executive Office and the Attorney General, 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 a website/webpage dedicated to the Nations land and water conservation activities 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 August 31 2023, by a vote of 8 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.


Tanya Lewis, Chairwoman

ATTEST:


Karla Renner

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 a Webpage on the Nation's Website Dedicated
to the Nation's Land and Water Conservation Activities**

August 31, 2022



Grant number:	AZ-230825
TNC ACCOUNTING INFORMATION	
Project Name:	AZ 1 Water Policy
Project ID:	P119501
Award-Activity ID:	
Book ID or Unique ID:	
Source of funds:	<input type="checkbox"/> Private Foundation <input checked="" 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 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"):	Kim Schonek
TNC PM Telephone:	928-925-9221
TNC PM Email Address:	kschonek@tnc.org

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

Name of Grantee:	Yavapai-Apache Nation
Type of Entity:	Government
Country/State of Incorporation:	Arizona
Registered Address:	2400 W. Datsi St., Camp Verde, AZ 86322
Name and Title of Authorized Representative:	Anthony Scott Canty Attorney General
Telephone:	928-301-9160
Email Address:	acanty@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 the signature by both Parties and will expire on July 31, 2024.

4. Term of Activities. The Program activities that can be charged to the Grant may start on the date of the final signature below and may continue until June 30, 2024 (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 fixed-price grant, which means TNC will provide funds in a fixed amount of US \$20,000 for the successful completion of the Program. TNC will make disbursements according to the following schedule:

#	Disbursement Amount	Description of Milestone required for Disbursement
1	\$10,000	Upon contract execution
2	\$10,000	Upon receipt of Final Grant Report per item #6a below, and successful verification by TNC of website's completion

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 to Kim Schonek, Water Program Director, kschonek@tnc.org.

- a. A Final Grant Report, notifying TNC of completion of the website, and including the website address, must be submitted in accordance with the following schedule:


Description	Reporting Period	Report due date
Final Grant Report	Entire Term of Activities	June 30, 2024

7. Choice of Law; Forum.

This Grant shall be interpreted, construed, and governed by the laws of the state in which the TNC Business Unit set forth on the first page of this Grant is located (excluding its choice of law principles, if any), and such other U.S. laws as are applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Grant, the parties agree that litigation will be conducted in state in which the TNC Business Unit set forth on the first page of this Grant is located.

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

FOR YAVAPAI-APACHE NATION



Name:
Title:
Date: August 31, 2023

FOR THE NATURE CONSERVANCY

Name:
Title:
Date: _____

ATTACHMENTS

Attachment A – Work Plan

Attachment B – TNC Standard Terms & Conditions for Grants

**Attachment A
Work Plan**

Project Summary:

The Nature Conservancy seeks to support the Yavapai-Apache Nation in the development of public facing website that includes materials communicating the importance to the Nation, both culturally and ecologically, of certain lands and places in Arizona. This primarily will be accomplished through the development of a public facing website, or a dedicated webpage on the Nation's existing website. This effort aims to enhance the Nation's capacity to effectively communicate its cultural and ecological priorities within the Verde River watershed, including the ongoing efforts to recover some of the Nation's historic homelands along and near the Verde River. By developing a comprehensive and engaging website dedicated to important land and water issues, the Nation will strengthen connections within its communities and with the wider public, fostering a greater understanding and appreciation of the Nation's land recovery and water conservation efforts. TNC's shared vision with YAN for the conservation of the Verde River Watershed aligns both organizations in their goal to safeguard Arizona's unique biodiversity and freshwater resources.

Deliverables:

- **Mid-Point Check-In Conference Call:** A conference call will be conducted in January 2024, to evaluate the progress of the website development. This checkpoint will facilitate communication between TNC and YAN, ensuring alignment with project goals and addressing any potential challenges. The conference call is subject earlier scheduling should the Nation's progress in development of the website be accelerated.
- **Final Deliverable:** The final product will be a fully functional and responsive website accessible to the public. The website will showcase YAN's ecological priorities and conservation priorities within the Verde River watershed.
- Other deliverables may include development of printed materials, materials for TNC and Nation partner social media, or other interpretive material identified by the Nation.

Timeline:

Event/Activity	Date
Initial \$10,000 payment	Upon contract execution
Mid-Point Check-In Conference Call	January 2024
Final Deliverable and Report	June 2024
Final \$10,000 payment	Within 30 days of receipt and approval by TNC of Final Grant Report

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. 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 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 must acknowledge TNC's support of the Program in all relevant media announcements, programs, and publications and 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 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 corporate status, tax-exempt status, or information provided in the Conflict Inquiry Form, which is included herein as Attachment B-1. Grantee may not publish or divulge any information marked as "confidential" without TNC's prior written consent 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. 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.

8. Compliance with Laws and other Safeguards. Grantee represents, warrants, and agrees that Grantee:

1. will work with, and require all authorized subgrantees to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation of free, prior, and informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;
2. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Grantee. Furthermore, in executing the Program activities, the Grantee shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, subgrantees, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Grantee represents and warrants that neither Grantee nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
3. will not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status;
4. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this section (collectively, "Applicable Laws"); and
5. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this section change before or during the Agreement Term.

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether the Grantee is at fault or not, TNC may terminate this Grant effective immediately upon written notice to Grantee, with no further obligation by TNC under this Grant, including payment, and TNC may pursue all available remedies under Applicable Laws.

9. Binding Effect; Amendments. This Agreement supersedes all prior or contemporaneous oral or written communications relating to the Grant and constitutes the entire agreement between the Parties relating to the Grant. No amendment to this Agreement will be effective except in writing signed by both Parties.

[End of Attachment B for Grants < US \$300,000]