

RESOLUTION NO. 163-23
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving a Contract for Government Relations Representation with Corvid Consulting LLC., to Assist the Nation in Working with the Executive and Legislative Branches of the Arizona State Government, and other Stakeholders, in Achieving a Settlement Agreement Resolving the Nation's Water Rights Claims

- WHEREAS:** The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation"), act on all matters that concern the health and welfare of the Nation, and 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 to appropriate and regulate the use of tribal funds as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Nation is engaged with the United States, the State of Arizona, and various parties and stakeholders in negotiating the terms and conditions of a water rights settlement agreement that will resolve the Nation's water rights claims in the Gila River General Stream Adjudication; and
- WHEREAS:** The Council has determined that a permanent and legally protected water supply for use on the Nation's lands is essential to the future of the Nation and the Council has therefore long-pursued a settlement of the Nation's water rights claims now pending in the courts of Arizona; and
- WHEREAS:** The Council desires to obtain strategic advice and advocacy for the Nation within the Executive and legislative branches of Arizona State Government, and with various stakeholders involved in the Nation's water rights negotiations; and
- WHEREAS:** The Tribal Council has determined that in order to advance the Nation's water rights settlement objectives more effectively, the Nation should retain the assistance of a Government Relations Consultant in Arizona to represent the Nation before the Executive and Legislative branches of Arizona State government on matters related to achieving the Nations' water rights settlement.
- WHEREAS:** The Nation's Executive Office and Attorney General recommend that the Nation contract with Corvid Consulting, LLC., to represent the Nation in Arizona on this issues, and the Council has determined to retain Corvid Consulting, LLC., to provide such representation for the Nation; and
- WHEREAS:** The Council has reviewed the Proposed Contract for Government Relations Representation with Corvid Consulting, LLC., attached to this Resolution as **Exhibit "A"** (the "Corvid Contract") and deems it to be in the best interest of the Nation to approve the Contract as stated therein; and

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby (1) approves the Contract for Government Relations

Representation with Corvid Consulting, LLC., in accordance with the terms and conditions stated therein, with the initial Term of the Contract extending from September 28, 2023 through December 31, 2023, and (2) setting a cap on fees and expenses under the Agreement at an amount not to exceed \$6,600.00 for the Term, inclusive of fees and expenses under the Contract.

BE IT FURTHER RESOLVED that the Council hereby appropriates the sum of Six Thousand Six Hundred and 00/100 Dollars (\$6,600.00) from the General Fund and directs the Nation's Treasurer to add said funds to the Attorney General's FY2023 Budget, General Ledger Account #7213 ("Professional Services"), to fund payment of the above referenced fees and expenses under the Contract for Government Relations Representation with Corvid Consulting, LLC., for FY2023.

BE IT FURTHER RESOLVED that the FY2023 Budget of the Office of Attorney General is hereby amended to reflect the above appropriation of additional funds to the Attorney General's FY2023 Budget.

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 September 28 2023, 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.



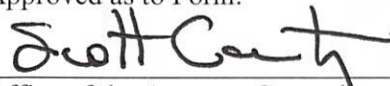
Tanya Lewis, Chairwoman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Yavapai-Apache Nation

**Contract for Government Relations Representation – Corvid
Consulting, LLC.**

(Yavapai-Apache Nation Water Rights Settlement)

September 28, 2023

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Yavapai-Apache Nation

**Contract for Government Relations Representation – Corvid
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(Yavapai-Apache Nation Water Rights Settlement)**

September 28, 2023



Jay Tomkus
Principal

**CONTRACT FOR GOVERNMENT RELATIONS REPRESENTATION
CONSULTING SERVICES
BETWEEN
THE YAVAPAI-APACHE NATION
AND
CORVID CONSULTING, LLC**

(YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT)

BACKGROUND RECITALS

The Yavapai-Apache Nation is a federally recognized Indian Tribe. The Yavapai-Apache Nation is located on 1810 acres of reservation lands in Central Arizona, 90 miles north of Phoenix and 55 miles south of Flagstaff. There are approximately 2,700 enrolled members of the Nation with just over 1,230 members living within the boundaries of or within 10 miles of the Nation's reservation lands at Camp Verde Arizona. The Nation's Tribal Council is the Nation's Governing Body. For many years the Nation has worked to address water rights issues aimed at securing the Nation's lands as a permanent and economically viable homeland for current and future generations of the Nation's members.

The Council has also determined that a permanent and legally protected water supply for use on the Nation's lands is essential to the future of the Nation and the Council has therefore long-pursued a settlement of the Nation's water rights claims now pending in the courts of Arizona. The Nation is currently extensively engaged with the United States, the State of Arizona, and various parties and stakeholders in negotiating the terms and conditions of a water rights settlement agreement that will resolve the Nation's water rights claims in the Gila River General stream Adjudication.

The Tribal Council has determined that in order to advance the Nation's water rights settlement objectives more effectively, the Nation should retain the assistance of a

Government Relations Consultant in Arizona and the Council has determined to retain Corvid Consulting, LLC. ("Corvid") to provide such representation for the Nation.

It is therefore the intent of the parties to enter into a Contract for Government Relations Consulting Services ("Contract") to secure representation of the Nation by Corvid in matters described in Section 2 below. In the event that at any time during said representation a dispute arises regarding the terms of the engagement, this Contract shall control resolution of any such dispute.

NOW THEREFORE, the parties herein agree to the following terms and conditions:

1. **AGREEMENT.** This agreement is made and entered into between the Yavapai-Apache Nation of the Camp Verde Reservation ("Nation"), 2400 West Datsi Avenue, Camp Verde, Arizona 86322, and Corvid Consulting, LLC ("Corvid"), 3301 East Thunderbird Road, Phoenix, Arizona 85032. By this agreement, it is mutually understood and agreed that:
2. **SCOPE OF SERVICES.** The Nation hereby contracts with, authorizes and retains Corvid to:
 - a. Facilitate engagement with state elected officials and stakeholders to build support for the Nation's water rights settlement;
 - b. Represent the Nation before stakeholders on matters related to water rights, settlement and water management, including coordinating with the Salt River Project and other settlement parties on Arizona governmental, stakeholder, and public outreach;
 - c. Provide updates to the Nation, including summaries of the activities related to water policy and presentations to the Chairwoman and Tribal Council upon request with reasonable notice provided;
 - d. Draft correspondence to the Governor, legislators and other stakeholders reflecting the Nation's water rights settlement;
 - e. Work in collaboration with the Nation's attorneys and other experts to assist in development of the water rights settlement and outreach strategy; AND
 - f. Complete all necessary registrations, disclosures and notices if advocacy requires lobbying as defined under Arizona state law.

3. **NATION IS FINAL DECISIONMAKER.** Corvid understands that all positions as to water policy and other public policy matters will be determined solely by the Nation, aided by its attorneys, and with the advice of Corvid. Corvid also understands that all positions will be communicated to Corvid by the Chairwoman of the Nation, the Nation's Attorney General, or any employees to whom the Chairwoman assigns such authority, provided that Corvid receives the Chairwoman's written notice of the assignment of authority.
4. **ADDITIONAL SERVICES** – The Nation understands that it may request Corvid to perform additional services related to political strategy or advocacy on matters other than the Nation's Water Rights Settlement. As these additional services are time intensive and may require additional costs, provision of these services will be separately agreed upon and memorialized in a separate written agreement.
5. **NO GUARANTEES AS TO OUTCOME** – Corvid will carry out the terms of this contract in a professional manner and make all reasonable efforts on behalf of the Nation to achieve the Nation's desired outcome using Corvid's best professional judgment. The Nation understands that Corvid cannot and has not made any guarantee regarding the outcome of any matter.
6. **CONTRACT TERM & RENEWAL** – This contract is effective beginning September __, 2023, and expires December 31, 2023, unless extended by a written amendment to this Contract.
7. **TERMINATION** – Either the Nation or Corvid may terminate this contract at any time upon giving reasonable written notice to the other party. In the event that the Nation terminates this contract, the Nation agrees to pay Corvid its monthly payment for the month in which the notice of termination is given, and any actual costs accrued on the Nation's behalf before the Nation's termination of the contract.

8. FEES – Corvid agrees to perform consulting services as authorized and described in this contract for the following compensation:

\$2,000 per month, plus actual costs (Prorated for the month of September effective with the date of the Nation’s approval of this Contract as evidenced by the Chairwoman’s signature – “Effective Date”).

9. COSTS – In addition to the fees for services described above, the Nation will be responsible for all out-of-pocket disbursements reasonably incurred by Corvid on the Nation’s behalf, including, but not limited to, lobbyist registration, reporting and renewal fees, travel expenses, FedEx, courier services, photocopying and printing. If Corvid determines that an individual expense is expected to cost more than \$50 and is reasonably necessary to carry out the terms of this agreement, Corvid will seek prior approval from the Attorney General of the Nation. Expenses for the initial Term of the Contract shall not exceed \$500.00 without the further approval of the Tribal Council by an amendment to this Contract.

10. BILLING –Corvid will invoice the Nation monthly. The statement for services rendered and costs incurred will be prepared and emailed to the Attorney General during the month following the month in which services are rendered and costs are advanced. Corvid will make every effort to include out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available and, as a result, may not appear on a statement until sometime after the charges were actually incurred. All statements are due and payable upon receipt and considered past due thirty days after the statement date. Corvid reserves the right to decline to perform further services if any account is sixty (60) days or more past due. The Nation agrees that Corvid may terminate its representation in such event.

11. ADVANCE DEPOSIT – As a matter of professional courtesy, Corvid is not requesting an advance deposit from the Nation at this time.

12. NO ATTORNEY-CLIENT RELATIONSHIP – The Nation understands that this contract constitutes a consulting services Agreement and does not create an attorney-client relationship between Corvid and the Nation and that the representation of the Nation under this contract does not constitute an attorney-client relationship. The Nation understands, in the course of representing the Nation, Corvid may disclose information necessary to carry out the scope of this consulting contract, including the fact that Corvid represents the Nation. Since this contract does not create an attorney-client relationship, the Nation acknowledges that no communications, whether written or oral, made under the scope of this contract for consulting services will be protected by attorney-client privilege.
13. CONFIDENCE – Corvid will take reasonable measures to protect the confidence of communications between Corvid and the Nation, subject to paragraph 12, above. The Nation understands that lobbying disclosure requirements may require Corvid to disclose its relationship with the Nation. The Nation also understands that Corvid may, in the course of advocating on behalf of the Nation, disclose information reasonably necessary to carry out the scope of the agreement. Corvid and the Nation may separately agree to confidentiality agreements related to this contract, as confirmed in writing. Corvid shall consult with the Nation on the permissible scope of information that Corvid may disclose in the course of the representation encompassed by this Contract.
14. THE NATION'S RESPONSIBILITIES – Recognizing that Corvid cannot effectively advocate on behalf of the Nation without its cooperation and assistance, the Nation agrees to work closely with Corvid and to promptly provide all non-confidential information known or available to the Nation relevant to Corvid's representation of the Nation, including providing information and documents requested in a timely fashion, responding to telephone calls and correspondence in a timely manner and informing Corvid of changes in the Nation's address and telephone numbers. It is understood by Corvid that the Nation's Attorney General will be Corvid's primary point of contact during the term of this contract and official agent from whom Corvid shall receive all notices, authorizations, and

instruction concerning Corvid's day-to-day work under this Contract. The Attorney General will coordinate all such Notices, authorizations, and instruction through the Executive Office of the Nation's Chairwoman and shall periodically report to the Tribal Council on the progress of the work under this Contract and any issues requiring Tribal Council directives. The Attorney General will periodically involve the Nation's outside water rights legal counsel in discussions and briefings with Corvid, and such other employees and consultants of the Nation as is necessary for Corvid to be fully advised on the scope of the Nation's water issues and in developing appropriate strategies for addressing water issues as described in Section 2 above.

15. Corvid may also meet directly with the Nation's Chairwoman and Vice Chairman, Tribal Council, and employees to fulfill the terms of this contract, as determined by the Chairwoman or Attorney General.
16. STAFFING – Jay Tomkus, Corvid's Principal, will have primary responsibilities to carry out Corvid's obligations under this contract, though Corvid may use other staff where appropriate.
17. REPRESENTATION OF OTHER CLIENTS – Corvid may represent other clients, including Tribes, governmental entities, companies and individuals. As stated in paragraph 12, above, this contract does not create an attorney-client relationship between Corvid or its employees and the Nation. As a result, the Nation understands that the duties and obligations owed to clients of attorneys under the Arizona Rules of Professional Conduct do not apply to the relationship created by this contract.
18. DISPUTE RESOLUTION – If a dispute arises between the Nation and Corvid regarding fees or services provided under the terms of this contract, the parties agree to resolve the dispute through mediation before any suit is filed. The Nation's Tribal Court shall have exclusive jurisdiction for any suits filed by Corvid against

the Nation under this Contract. The jurisdiction of Tribal Court shall be limited to an award of earned but unpaid fees and expenses accrued under this Contract.


19. NO WAIVER OF SOVEREIGN IMMUNITY – In entering this contract, the Nation does not waive and explicitly preserves its right to assert Tribal sovereign immunity in any court in which a claim may be brought under this contract.

The parties to this contract have executed this contract on September 28, 2023 as follows:

Tanya Lewis
Chairwoman
Yavapai-Apache Nation
2400 West Datsi Avenue
Camp Verde, AZ 86322
928-567-1021

Jay Tomkus
Principal
Corvid Consulting, LLC
3301 East Thunderbird Road
Phoenix, AZ 85032
602-790-0153

Approved as to Form



Attorney General,
Yavapai-Apache Nation