

RESOLUTION NO. 165 -23
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

**A Resolution Approving a Grant Agreement Between the Yavapai-Apache Nation and
The Nature Conservancy and Authorizing the Nation's Matching Fund Contribution
Under the United States Bureau of Reclamation WaterSMART Grant No.
R23AP00024-00**

- 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 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:** As authorized under Yavapai-Apache Nation Tribal Council Resolution No. 144-20, adopted August 27, 2020, the Nation and TNC are parties to a Memorandum of Agreement ("MOA") "...for the Development and Use of Hydrological Modeling Tools for the Verde River Basin" and the Nation and TNC jointly own the modeling tools developed under the MOA; and
- WHEREAS:** In furtherance of the MOA's Scope of Work for the development of hydrologic modeling tools, in April 2022 TNC submitted a grant application to the United States Bureau of Reclamation ("Reclamation") under the Bureau's WaterSMART Applied Science Grant Program, with the objective of funding further development of the Model as provided under the MOA, including the development and running of various model scenarios aimed at identifying and comparing various land and water management choices in the Verde River Watershed; and
- WHEREAS:** In February 2023, Reclamation awarded Grant No. R23AP00024-00 to TNC in the amount of \$128,546.00, with \$64,273.00 as the federal share and \$64,273.00 as the Non-Federal matching share (the "Grant Agreement").

WHEREAS: The Nation fully supported the TNC Grant Application, and as authorized by the Tribal Council, on April 12, 2022, the Nation, acting through its then Chairman, Jon Huey, submitted a letter of support for the grant application in which the Nation pledged the sum of \$10,000.00 as a partial matching fund contribution for the grant; and

WHEREAS: The Nation wishes to honor its commitment to provide the grant matching funds in support the TNC Grant by providing grant funding to TNC in the amount of \$10,000.00 for the purpose defined in this Agreement, and to do so in accordance with the terms and conditions of the Nation's Grant Agreement with TNC in the form of agreement attached to this Resolution, and incorporated herein by reference, as **Exhibit A**.

WHEREAS: The Council has determined that the attached Grant Agreement and its provision of \$10,000.00 of grant matching funds to TNC in satisfaction of the Nation's above-referenced commitment 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 terms and conditions of 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 FURTHER RESOLVED that the Council hereby appropriates the sum of \$10,000.00 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"), for payment of said sum to The Nature Conservancy in accordance with the attached Grant Agreement and in full satisfaction of the Nation's commitment to provide the above-referenced grant matching fund contribution.

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.

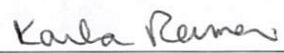
BE IT FINALLY RESOLVED that the Chairwoman, and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

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

**The Nation's Contribution of Matching Funds under
Reclamation WaterSMART Grant No. R23AP00024-00**

September 28, 2023

Grant Agreement between The Yavapai-Apache Nation and The Nature Conservancy

RECITALS

- A. The Yavapai-Apache Nation of the Camp Verde Indian Reservation is a federally recognized Indian Tribal Government located in the Verde Valley of Arizona (the “Grantor” or “Nation”).
- B. The Nature Conservancy (“Grantee”) 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.
- C. As authorized under Yavapai-Apache Nation Tribal Council Resolution No. 144-20, adopted August 27, 2020, Grantor and Grantee are parties to a Memorandum of Agreement (“MOA”) “...for the Development and Use of Hydrological Modeling Tools for the Verde River Basin” and the Grantor and Grantee jointly own the modeling tools developed under the MOA.
- D. As provided in the MOA, Grantor and Grantee have shared the costs to develop, use, and maintain the modeling tools developed under the MOA.
- E. In furtherance of the MOA’s Scope of Work for the development of hydrologic modeling tools, in April 2022 Grantee submitted a grant application to the United States Bureau of Reclamation (“Reclamation”) under the Bureau’s WaterSMART Applied Science Grant Program, with the objective of funding further development of the Model as provided under the MOA, including the development and running of various model scenarios aimed at identifying and comparing various land and water management choices in the Verde River Watershed.
- F. In February 2023, Reclamation awarded Grant No. R23AP00024-00 to Grantee in the amount of \$128,546.00, with \$64,273.00 as the federal share and \$64,273.00 as the Non-Federal matching share (the “Grant Agreement”).
- G. The Nation fully supported the Grant Application, and as authorized by the Tribal Council, on April 12, 2022, the Nation, acting through its then Chairman, Jon Huey, submitted a letter of support for the grant application in which the Nation pledged the sum of \$10,000.00 as a partial matching fund contribution for the grant.
- H. The Nation is pleased to honor its commitment to provide the grant matching funds in support of the Grantee by providing grant funding to Grantee in the amount of \$10,000.00 for the Purpose defined in this Agreement.

THEREFORE, the Parties hereby adopt each of the above recitals as part of this Agreement and do agree to the following terms and conditions:

1. Parties.

- a. This Agreement is funded by the following “Grantor”:

Name of Grantor:	Yavapai-Apache Nation
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

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

Name of Grantee:	The Nature Conservancy
Address:	1510 E. Fort Lowell Rd., Tucson, AZ 85719
Name and Title of Project Manager:	Selena Pao, Verde River Project Manager (Rural Communities)
Telephone:	928-679-0075
Email Address:	spao@tnc.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 expend the grant funds exclusively for the activities described in Attachment A.
3. **Agreement Term.** This Grant shall become effective upon signature by both Parties and will expire on March 31, 2025.
4. **Grant Amount and Disbursement.** Grantor’s disbursement of Grant funds shall occur approximately thirty (30) days following full execution of this Agreement.
5. **Reporting.** Grantee must submit a written report to Grantor documenting the successful completion of the Program described in Exhibit A no later than thirty (30) days after the expiration of the Agreement Term. Grantee’s reporting requirement may be satisfied by submitting to Grantor a copy of all reports submitted to Reclamation under the above-referenced Grant Agreement.
6. **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 Grantor within 60 days following expiration of the Agreement Term (See also the Completion Dates specified in Attachment A).
7. **Intellectual Property.** As provided in the MOA, all rights, title, and interest in and to any materials developed with the Grant funds are the joint and several property of Grantor and Grantee.
8. **Acknowledgements and Name/Logo.** Subject to the requirements of the MOA, Grantee must acknowledge Grantor’s support of the Program in all relevant media announcements, programs, and publications and obtain Grantor’s prior consent to the proposed acknowledgments. However, the parties may not use the other’s name or logo for any other reason without prior written permission from the other.
9. **Miscellaneous.** Grantee must notify Grantor immediately of any change in Grantee’s corporate status, tax-exempt status. Subject to the requirements of the MOA, Grantee may not publish or divulge any information marked as “confidential” without Grantor’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 Grantor’s internal and external auditors upon request. 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.


10. 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.

11. 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.

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

FOR YAVAPAI-APACHE NATION

FOR THE NATURE CONSERVANCY



Tanya Lewis, Chairwoman

Date: September 28-2023

Date: _____

ATTACHMENTS

Attachment A – Work Plan

Attachment A
Work Plan

The Grantee, with support from the Grantor, will engage with stakeholders to develop management scenarios to apply to the Integrated Hydrological Verde Basin Model. These scenarios results will inform future water management decisions.

Task	Description	Completion Date
Develop Scenarios	Facilitate several stakeholder meetings to develop management scenarios to evaluate future land and water management choices	November 2023
Evaluate Scenarios	Run the established scenarios through the Integrated Hydrologic Verde River Basin Model and evaluate the results	April 2024
Dissemination of Results	Provide results of modeling scenarios to stakeholders and hold discussions on the implication of management choices including a release of a technical report and publicly accessible document describing the results.	March 2025
Project Completion Webinar	Reclamation may request to participate in a Reclamation-sponsored webinar to discuss application of deliverable to water management questions.	March 2025