

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF CAMP VERDE AND THE YAVAPAI-APACHE NATION  
FOR LANDS INTO TRUST**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Town of Camp Verde, Arizona, a municipal corporation of the State of Arizona (“Camp Verde” or “Town”), and the Yavapai-Apache Nation (“Nation” or “YAN”), a federally recognized Indian Tribe under the Indian Reorganization Act of 1934, 48 Stat. 484 *et seq.*, acting by and through its governing body, the Tribal Council (singularly, “Party” and collectively, the “Parties”).

**RECITALS**

- A. Camp Verde is authorized by A.R.S. Title 11, Chapter 7, Article 3 to enter into this Agreement.
- B. The Nation is authorized under Article V(a), (b), (e), (f), and (i) of the Constitution of the Yavapai-Apache Nation, as specified in Tribal Council Resolution No. 109-2022, to enter into this Agreement and has, by said resolution, a copy of which is attached hereto and incorporated herein by reference, resolved to enter into this Agreement and authorized the undersigned Chairman of the Tribal Council to execute this Agreement on behalf of the Nation.
- C. The Yavapai-Apache Reservation and the lands of the Town of Camp Verde are closely intertwined within the Verde Valley.
- D. The Parties recognize and appreciate the importance of a viable, sustainable Verde River as a critical element and shared resource of our community.
- E. The Nation and the Town recognize each is a governmental entity with mutual responsibility for the welfare of its people and the right to exercise jurisdictional control and sovereign authority within its jurisdictional limits.
- F. Over the years, the Parties have established a cooperative and mutually respectful and beneficial government-to-government relationship that enhances the quality of life for all residents of the area.
- G. The Nation and Town share a common vision for their communities that emphasizes the need to maintain the rural, friendly, scenic, historic, and culturally diverse character of the area, while meeting the economic needs of both communities and local residents.
- H. The Parties further recognize that the future of their communities is intertwined with the health and vitality of the Verde River, the preservation of open space, and the continuation of agricultural and ranching practices.

- I. While the historic homelands of the Yavapai and Apache once spanned much of what is now the State of Arizona, the Nation's current Reservation is less than three square miles, though its population is young and growing.
- J. In an effort to provide much-needed additional land for its Tribal Members and their families for housing, economic development, open space, and cultural purposes, the Nation has identified certain lands, primarily U.S. Forest Service Lands, contiguous to the Nation's Reservation boundaries, that the Nation may one day like to acquire and transfer to the United States pursuant to 25 C.F.R, Part 151, or as otherwise permitted by law, to be held in trust for the benefit of the Nation ("Future Trust Lands").
- K. Consistent with the spirit of mutual respect and cooperation between the Parties, the Nation and Town have negotiated this Agreement to clarify the future relationship of the Parties relative to these potential Future Trust Lands, and to address certain land use, development, and in lieu of taxes issues associated with the Nation's future acquisition of these lands, which will be placed into trust with the United States and added to the Yavapai-Apache Reservation.
- L. The Nation also recognizes the Town's interest in acquiring the forest service lands identified in Attachment C to this Agreement for the primary purpose of providing services to protect the public health and safety of local residents (both in the Town and on the Nation) as well as those persons who visit or travel through the area, and the Nation wishes to support this acquisition as more fully outlined in Section 5 of this Agreement.
- M. Given the importance of the Verde River and the Parties' common interest in managing regional water supplies for the benefit of their respective communities, the Nation and Town further pledge to continue negotiations in the same spirit as this Agreement, to work toward a mutually acceptable and equitable water rights settlement between the Parties for submission to the U.S. Congress and the Gila River Adjudication Court. The discussions will include, but are not limited to, mutual beneficial projects, the use of reclaimed water, the diversion, delivery, and use of water pursuant to water rights, and possible debt relief related to the acquisition of water systems by the Town.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties covenant and agree as follows:

## **1. Definitions**

- 1.1. "Forest Service Lands" collectively means any of the U.S. Forest Service Lands managed by the Prescott National Forest or the Coconino National Forest identified in dark green, pink, and light green on the Middle Verde Map (Attachment A) and on the Camp Verde Map (Attachment B).
- 1.2. "FS 260 Lands" means the approximately 1,199.76 acres of Prescott National Forest lands identified by the Nation as extending on the west side of I-17 from about the General Crook exit to the interchange of I-17 and Highway 260 and then

west to about Tunlii on the Nation's Existing Reservation Lands, all of which is shown in pink as the EDC lands on the Middle Verde Map (Attachment A).

- 1.3. "Future Trust Lands" means those Forest Service Lands, Private Party Lands, and YAN Existing Fee Lands to be added to the Nation's Existing Reservation Lands under the terms of this Agreement and applicable law.
- 1.4. "Private Development(s)" means all commercial retail development owned or operated by a private entity, party, or individual under a lease or other arrangement with the Nation that would typically generate retail sales tax under Arizona law. The term Private Development(s) does not include a development owned by an individual Tribal Member, unless the development is a branded franchise overseen by a national or international company (e.g., McDonalds, Ace Hardware, etc.).
- 1.5. "Private Party Lands" collectively means the approximately 292.71 acres of privately-owned fee lands, contiguous to the Nation's Existing Reservation Lands, that the Nation may one day wish to acquire from willing sellers and add to the Nation's Existing Reservation Lands.
- 1.6. "Tribal Development(s)" means all commercial retail development within the Yavapai-Apache Nation - Camp Verde Economic Development Corridor owned or operated by the Nation or any subordinate economic organization of the Nation. The term Tribal Development does not include a development owned by an individual Tribal Member.
- 1.7. "Tribal Member" means an enrolled member of the Yavapai-Apache Nation.
- 1.8. "YAN" means the Yavapai-Apache Nation.
- 1.9. "YAN Existing Fee Lands" means the approximately 116.81 acres of land (not including the Hood Allotment) depicted in blue on the Middle Verde Map (Attachment A) owned by the Nation in fee simple. These fee lands are generally located on both sides of the I-17 and Middle Verde Road interchange (Distant Drums RV Resort and the White Hills Sonic/Chevron property) and at the intersection of N. Montezuma Castle Highway and North Arena Del Loma Road.
- 1.10. "YAN Existing Reservation Lands" collectively means the Nation's existing reservation trust lands located within Camp Verde town boundaries as of the date of this Agreement and shown in beige on the Middle Verde Map (Attachment A) and the Camp Verde Map (Attachment B).
- 1.11. "Yavapai-Apache Nation - Camp Verde Economic Development Corridor" or the "EDC" means the area that is shown in pink on Attachment A to be used for commercial purposes within the FS 260 Lands. The EDC lands will generally be used for commercial purposes as determined by the Nation, although the Nation may develop non-commercial developments, including housing and administrative

offices, within the EDC at the Nation's discretion, subject to any applicable terms of this Agreement.

2. **In Lieu of Taxes.** To accommodate the Town's interest in generating sales tax revenue needed to support Town services, the Nation agrees to provide certain in lieu of tax payments to the Town based on retail sales occurring on any Future Trust Lands taken into trust by the Nation under this Agreement as follows:
  - 2.1. **Private Development(s).** When Private Party Lands or Forest Service Lands, including the EDC lands, are taken into trust by the Nation and added to the YAN Existing Reservation Lands, all Private Development on these Future Trust Lands will be required to collect from consumers (other than individual Tribal Members) and either pay to the Town or the Arizona Department of Revenue (ADR), as applicable, the then-applicable Transaction Privilege Tax (referred to herein as "retail sales tax" or "sales tax") for Camp Verde (currently 3.65% of the overall total 10% tax rate), which may, except with regard to the YAN Existing Fee Land discussed in subsection 2.3, be increased or decreased under applicable law in the future based upon the sales tax rate established by Camp Verde.
  - 2.2. **Additional in Lieu of Sales Tax Payments to be Made for Tribal Development Within the EDC.** In addition to requiring each Private Development within the EDC to collect and pay the Town's then-applicable sales tax (currently 3.65%) for the benefit of the Town, the Nation shall also collect and pay to the Town 1% of all retail sales generated from Tribal Development within the EDC. In no event shall the 1.0% in lieu of tax payment agreed to in this section apply to those businesses owned by individual Tribal Members.
  - 2.3. **YAN Existing Fee Land.** The Nation currently collects and pays retail sales tax for those commercial activities located on the YAN Existing Fee Lands (the Distant Drums RV Resort and the White Hills Chevron property). To preserve the status quo for the Town, the Nation will continue to collect and pay to the Town in lieu sales tax for these developments in the amount of 3.65% (the Town's current sales tax rate). This rate shall not be increased, but may be decreased, should the Town decrease its sales tax rate for Camp Verde in the future.
  - 2.4. **In Lieu of Sales Tax Payment Method and Schedule.** All in lieu of sales tax payments required by this Section 2.0 shall be collected and paid for the benefit of the Town in a manner and pursuant to a regular schedule mutually agreed to by the Parties.
  - 2.5. **No Payments to Arizona Department of Revenue Authorized by Agreement.** Nothing in this Agreement shall be construed to require the Nation to pay or cause to be paid any tax payments of any kind to the Arizona Department of Revenue or make any other filing with the Arizona Department of Revenue that would not otherwise be required by law.

- 2.6. **YAN Existing Reservation Land.** Nothing in this Agreement shall be construed to authorize the assessment of any tax against the Nation, or any Tribal Member of the Nation, for any development or activity located on the YAN Existing Reservation Land.
3. **Audits.** Each year, the Nation will provide the Town with a certification from a Certified Public Accountant (CPA) licensed in the State of Arizona confirming (a) the CPA has conducted an independent audit for the preceding 12-month period for each Tribal Development and Private Development that is required to pay in lieu of sales tax payments under this Agreement; and (b) the appropriate amount of in lieu of sales tax payments has been paid by each Private Development and Tribal Development for the preceding 12-month period as required by this Agreement. The Nation will pay the cost of the annual audit required by this section.
- 3.1. **Independent Audit Permitted.** Notwithstanding subsection 3.0, above, if the Town reasonably believes there is an error in the annual audit for the prior year, the Town may, within thirty (30) days of receiving the certification described above, select a separate CPA licensed in the State of Arizona to conduct an independent review of the audit and any records associated with the audit. The cost of the independent review shall be paid by the Town. This independent review shall be performed at such location within the lands of the Yavapai-Apache Nation as the Nation designates in writing and all records disclosed during the review shall be made available only to the CPA selected by the Town to perform the independent review. The Town agrees that all records disclosed to the CPA as part of the independent review shall remain confidential and proprietary to the Nation. In the event the independent review identifies a material discrepancy in the original audit, the Parties shall promptly meet and confer in good faith to resolve the discrepancy and fairly allocate any overpayment or underpayment of in lieu of sales tax payments to the appropriate party as required by this Agreement.
- 3.2. **For Tribal Development(s).** If the annual audit or an independent review required by this section determines that a Tribal Development located within the EDC has failed to collect and pay in lieu of sales tax payments owed under this Agreement, the Nation shall promptly pay or cause to be paid any outstanding amount of unpaid in lieu of sales tax payments to the Town.
- 3.3. **For Private Development(s).** If the annual audit or an independent review required by this section determines that a Private Development has failed to collect and pay in lieu of sales tax payments owed under this Agreement, the Town shall provide written notice to the Private Development of the outstanding amount of unpaid in lieu sales tax payments, with a copy to the Nation, along with a request for payment. If prompt payment is not made, the Nation will work jointly with the Town to seek the full remittance of the outstanding in lieu of sales tax payments; however, in no event will the Nation be responsible for the payment of in lieu of sales tax payments owed by a Private Development to the Town. Notwithstanding the foregoing, the Nation agrees to include terms in any lease or other terms of agreement with the responsible party for each Private Development mandating that the Private

Development collect and pay the agreed upon sales tax rate to the Town or Arizona Department of Revenue, as applicable, or be subject to an enforcement action in courts with jurisdiction, including courts of the Nation, federal courts, or state courts as applicable.

- 3.4. **Overpayment.** If the audit or independent review determines that the amount of in lieu sales tax payments paid under this Agreement for a Tribal Development or Private Development exceeds the amount due, the Parties shall promptly meet and confer to determine a system for crediting any such overpayment back to the Tribal Development or Private Development under terms mutually acceptable to the Parties. If mutually acceptable terms cannot be reached, the Parties agree a credit shall be applied for the benefit of the Nation or the Private Development against the next in lieu of tax payment(s).
4. **Trust Lands Subject to all Valid, Pre-existing Easements and Rights of Way.** Consistent with existing requirements of federal law and regulation, Future Trust Lands shall be subject to all valid, pre-existing easements and rights of way. The Nation will meet and confer with the Town prior to taking any of the identified lands into trust to ensure continued access by the public.
5. **The Town's Desire to Acquire Forest Service Lands for Town Purposes.** The Town has identified certain Forest Service lands the Town wishes to include in potential Congressional legislation to authorize a land exchange between the Forest Service and the Nation, which are generally depicted on the attached map (Attachment C). The Nation recognizes the Town's goal to have the identified lands conveyed to the Town for public purposes, primarily for a police or fire substation, and for open space. Prior to the introduction of Congressional legislation for the land exchange, the Nation will meet and confer with the Town to discuss whether and under what terms the lands identified by the Town could be included in the legislation.
6. **Land Use Planning and Zoning.** The Town has expressed its desire for development on the Future Trust Lands to be generally consistent with the Town's zoning standards, the Land Use Character Areas set forth in the Town's 2016 General Plan ("General Plan"), and Town development standards. Because the proposed Future Trust Lands will be owned by the United States for the benefit of the Nation, future development on these lands will not be governed by the above-described standards. The Nation therefore provides the following assurances to the Town pertaining to how the Nation will develop and maintain its Future Trust Lands:
  - 6.1. **Majority of Future Development on New Trust Lands Anticipated to be Compatible with Town Standards.** The Nation anticipates that development on the Future Trust Lands will be generally compatible with the Town's current zoning requirements and Land Use Character Areas as expressed in the General Plan. In the event the Nation's development on the Future Trust Lands would be in variance with the Town's current zoning standards and Land Use Character Area, the Nation agrees to meet and confer with the Town, upon request, as set forth below.

- 6.1.1. **Nation to Meet and Confer with Town/Town Community Development Department.** The Nation will take into specific consideration the Town's General Plan and zoning requirements as it develops plans for a proposed development on the Future Trust Lands. Where the development is compatible with the Town's existing zoning standards and the General Plan, the Nation will provide the Town with advanced written notice of the planned development and coordinate with the Town as provided for in this Agreement. In the event the development is incompatible with the Town's General Plan or zoning standards, the Nation will share its development plans with the Town prior to finalizing such plans for Town's review and comment. The Nation will then meet and confer with the Town Manager and Town representatives, upon timely request, to review the development and carefully consider how the proposed development might better:
- 6.1.1.1. Protect and promote the general health, safety, and welfare of present and future residents in the area.
  - 6.1.1.2. Be generally consistent with the policies of Town's General Plan, development standards, and "dark sky" policy.
  - 6.1.1.3. Protect and enhance the natural, cultural, historical, and scenic resources of the area.
  - 6.1.1.4. Support trail connectivity for recreational purposes.
  - 6.1.1.5. Address mutual transportation, drainage or other concerns.
  - 6.1.1.6. Promote the economic stability of both the Nation and the Town, as well as the Camp Verde region as a whole.
- 6.2. **Future Trust Lands to be Nuisance Free.** Future Trust Lands shall not be developed or maintained in any manner that would create imminent peril to public health, safety or welfare or otherwise unreasonably interfere with the comfortable enjoyment of life or property for a community or neighborhood within the Town.
- 6.3. **Town to Notify Nation of Non-Conforming Development Contiguous to YAN Existing Reservation Lands and Future Trust Lands.** To promote continued cooperation and coordination between the Parties, the Town agrees to provide advance notice to the Nation, through informal communications between the Town Manager or a Town staff person specifically appointed by the Town Manager, of any commercial, industrial or other development that is contiguous to the YAN Existing Reservation Lands or Future Trust Lands, where the development is incompatible with the Town's General Plan or zoning requirements. The Town agrees to meet and confer with the Nation, upon timely, written request, to review the development and carefully consider and seek to address the Nation's concerns about the development.
7. **Traffic Impact Analysis Performed Upon Request.** Upon the reasonable request of the Town or upon the initiative of the Nation, the Nation will prepare a Traffic Impact Analysis (TIA) for proposed developments on the Future Trust Lands consistent with traffic access management guidelines. The TIA shall be submitted to the Town for review and comment. Thereafter, the Parties agree to meet and confer to jointly review the TIA and fairly allocate

the cost of any mitigation measures identified in the TIA between the Nation and Town (e.g., turn lanes, signage, traffic signals, etc.). Nothing in this Agreement shall prohibit either Party from working out traffic impact issues with the Arizona Department of Transportation (ADOT) for roads under the jurisdiction of ADOT. It is the intent of the Parties to notify one another of issues being addressed by ADOT that may materially impact the other Party.

8. **Building Standards.** The Nation employs qualified contractors to design and build developments for the Nation that meet or exceed standard industry practices. The Nation will continue to impose building standards for developments on the Future Trust Lands that meet or exceed standard industry practices. In addition, the Nation will ensure that appropriate inspections of new development occur prior to occupancy as follows:

8.1. **Building Inspectors.** The Nation will engage a qualified building inspector to conduct building inspections for developments on the Future Trust Lands prior to occupancy to verify that the construction meets or exceeds standard industry practices. The Nation will provide the Town copies of the inspection reports upon written request. Should the Nation's development plans substantively deviate from the minimum industry standards, the Nation agrees to meet and confer with the Town, upon request, to work in good faith to resolve any concerns.

8.2. **Camp Verde Fire District Inspections.** The Nation agrees to cooperate with the Camp Verde Fire District, consistent with then existing agreements between the Nation and the District, to protect the interests of Tribal residents and Town residents, alike, as follows:

8.2.1. Prior to construction, the Nation will provide Camp Verde Fire District with a copy of its development plans for the new construction or significant remodeling of any commercial building on the Future Trust Lands. Upon the request of the Fire District, the Nation agrees to promptly meet and confer with the Fire District representatives, to jointly review any matters of concern regarding the Nation's development plans and to work in good faith to resolve any safety concerns that the Camp Verde Fire District may have regarding the plans.

8.2.2. So long as the Nation has an existing agreement for fire service with the Fire District, the Nation will permit the Camp Verde Fire District to perform a pre-planned walk-through or similar activities for any commercial building constructed or significantly remodeled on the Future Trust Lands. The Nation reserves the right in the future to perform its own fire inspections for its developments. Such inspections shall ensure the Nation's compliance with standard industry practices, which will include compliance with appropriate national or international fire codes.

9. **Good Faith and Best Efforts Required.** In performing their respective obligations under this Agreement, the Nation and the Town shall act in good faith and use their best efforts to consider and resolve concerns expressed by the other Party regarding future developments under their jurisdiction. If a Party believes the other Party is not acting in



good faith or using their best efforts, this matter may be resolved using the dispute resolution and enforcement process prescribed by Section 13 of this Agreement.

**10. No Permits or Approvals Required from Town.** Unless expressly provided for in this Agreement, nothing in this Agreement shall be interpreted to require the Nation or its Tribal Members to pay a fee or secure any form of zoning determination, variance, building permit, plan approval, certificate or other permission from the Town for development on the YAN Existing Reservation Lands or the Future Trust Lands.

**11. Mutual Cooperation and Regional Planning.**

11.1. The Town and the Nation work together on a wide variety of matters that are in their local and regional interests and the Parties reaffirm this commitment here. To this end, the Nation and Town commit to maintain open communications on issues of mutual concern, including, but not limited to, regional planning and growth, protection of the Verde River, trail connectivity, changes to the Town's General Plan, economic development, transportation infrastructure, utilities, and the development of other collaborative opportunities that benefit the Verde Valley as a whole.

11.2. **Community Planning Group.** In furtherance of their joint desire to achieve mutual benefits for their respective communities, the Town and Nation hereby establish the Community Planning Group which shall meet at least semi-annually or additionally, upon the request of either Party, at a mutually convenient location and time to (a) engage in any of the communications or negotiations required by this Agreement; (b) explore opportunities for regional cooperation, planning, funding, and economic development, including the preparation of economic development studies, that might be mutually beneficial to the Parties; and (c) coordinate the construction of infrastructure, facilities, including recreational facilities, throughout the region. The Community Planning Group shall be comprised of the following:

11.2.1. For the Nation. The Chairperson and the Nation's Attorney General or their designees, and such other persons as may be appointed by the Nation in writing who have specific authority or expertise in matters relevant to mutual cooperation, regional planning, and the administration of this Agreement.

11.2.2. For the Town. The Mayor and Town Manager and (if desired) the Town Attorney or their designees, and such other persons as may be appointed in writing by the Town who have specific authority or expertise in matters relevant to mutual cooperation, regional planning, and the administration of this Agreement.

11.3. **Staff Level Planning.** Nothing in this Agreement is intended to limit the ability of the Parties' authorized staff to meet and confer on day-to-day planning matters for their respective communities. The Community Planning Group may designate specific staff members to work on issues of mutual concern regarding the implementation or administration of this Agreement or any relevant matter and to

report their work back to the Community Planning Group in a time and manner determined by the Group.

**12. Law Enforcement and Emergency Services.** The Nation and Town cooperate regularly on law enforcement, emergency services, and mutual aid, which cooperation the Parties reaffirm here. The Nation provides its own law enforcement services on the YAN Existing Reservation Lands, which services will be extended to the Future Trust Lands. In addition, the Nation has already entered into certain Fire/EMT/Dispatch agreements with local entities for its YAN Existing Reservation Lands and the Nation pays substantial fees in association with these agreements that help support emergency services throughout the region. The Parties anticipate that the Future Trust Lands will be subject to these existing agreements, either in their current form or as may be amended from time to time.

**13. Dispute Resolution.** The Nation and Town agree that all disputes, claims or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to a breach of the Agreement (collectively, "dispute"), shall first be submitted to a qualified, neutral mediator who will work to achieve with the Parties a mutually acceptable resolution of the dispute, claim or controversy in the following manner, although the mediator is not empowered to impose a solution on the Parties:

**13.1. Mediation Initiation Date; Costs; Selection of Mediator.** Either Party may commence mediation by providing the other Party a written request for mediation ("Initiation Date"), setting forth the subject of the dispute and the relief requested. The Town and Nation will share equally in the costs of mediation. The Parties will cooperate with one another in selecting a qualified mediator and in scheduling the mediation proceedings. In the event the Town and the Nation are unable to agree on a mediator, the Parties will allow a qualified disinterested third-party to select the mediator.

**13.2. Parties to Participate in Good Faith; Statements in Mediation Protected.** The Town and Nation agree to participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or its employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**13.3. Initiation of Litigation.** At no time prior to the Initiation Date shall either side initiate any action related to this Agreement except to pursue a provisional remedy that is authorized by law or through an agreement of the Parties. However, this limitation on initiation of litigation is inapplicable if the other Party refuses to participate in the process for the selection of a qualified mediator or in scheduling the mediation proceedings.

- 13.4. **Statute of Limitation to be Tolloed.** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Initiation Date. The Parties agree to take such action, if any, required to effectuate such tolling.
- 13.5. **Limited Waiver of Sovereign Immunity.** The Nation and Town agree that, for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms, neither Party will assert sovereign immunity as a defense to any such enforcement action.
- 13.6. **Jurisdiction; Choice of Law.** The Nation and Town consent to the jurisdiction of the United States Federal District Court for the District of Arizona for the limited purpose of enforcing this Agreement. If the Federal Court determines that it lacks jurisdiction to hear a dispute presented by a Party, then a suit for the limited purpose of enforcing this Agreement may be maintained in any other court of competent jurisdiction. If there is any ambiguity in this Agreement, the Agreement shall be interpreted under the laws applicable to contracts in the State of Arizona.
- 13.7. **Limited Waiver; No Third Parties.** In any action brought before the Federal Court or any other court of competent jurisdiction, the Parties agree that any such action shall be limited to resolution of matters arising under this Agreement, and no other claim or dispute may be brought before the court by either Party. It is acknowledged and agreed between the Nation and Town that the limited waiver of immunity provided under Subsection 13.5 above and the right to bring an action in court under this Agreement shall extend only to disputes between the Nation and the Town and shall therefore not extend to or be effective as to any claim or action against either the Nation or Town by any other party, including any party claiming rights as a third-party beneficiary.
- 13.8. **Form of Relief Permitted.** The Nation and Town agree that injunctive relief is permitted under this Agreement. In addition to the foregoing, the liability of the Parties for any financial recovery under this Agreement shall be limited to actual unpaid financial obligations arising under the Agreement (compensatory damages) and/or specific performance, and shall not in any case include general, consequential, incidental, special, indirect, punitive or any other damages, whether in tort or contract, all of which are hereby expressly declared to be outside the scope of any court action authorized under this Agreement. The court's jurisdiction, as limited hereunder, shall not be construed to empower the court to enter a judgment that reaches or encumbers the assets or property of either Party other than the financial assets (funds) necessary for the satisfaction of any such judgment authorized in this Section 13. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Nation or the Town for any court action exceeding the financial limits of liability set by this subsection 13.8.
14. **Effective Date.** Effective Date. This Agreement shall be effective upon filing of the original fully executed Agreement with the office of the Recording Office for Yavapai County.

**15. Term; Termination.** The term of this Agreement shall be for a period of fifty (50) years from the Effective Date of the Agreement. Upon the expiration of the fifty (50) year term, this Agreement shall be automatically renewed for a period of fifty (50) years and shall be automatically renewed for successive fifty (50) year periods thereafter. This Agreement may be terminated only by mutual consent of the Parties. The Parties' decision to terminate the Agreement must be in writing and signed by the Nation and Town under the same formalities and authorities exercised by the Parties in entering into this Agreement.

**16. Support for the Nation's Fee-To-Trust Efforts Under the Agreement.** In consideration of the benefits received by the Town under this Agreement and in the spirit of government-to-government cooperation, the Town agrees to support the Nation's acquisition of the Future Trust Lands identified in this Agreement (in whole or in part), by Forest Service exchange, administrative action, legislation or otherwise, and the Nation's transfer of said Future Trust Lands to the United States to be held in trust for the benefit of the Nation.

**17. Notices.** Except as expressly provided for herein, all notices, demands, consents, approvals, requests or other communications which either Party to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given by (a) personal delivery; or (b) a nationally recognized overnight courier service, fees prepaid, addressed as follows:

If to the Nation, to:                      Chairperson  
    Yavapai-Apache Nation  
    2400 W. Datsi St.  
    Camp Verde, AZ 86322

With a copy to:                              Attorney General  
    Yavapai-Apache Nation  
    2400 W. Datsi St.  
    Camp Verde, AZ 86322

If Camp Verde, to:                        Town Manager  
    473 South Main St., Suite 102  
    Camp Verde, AZ 86322

With a copy to:                              Camp Verde Town Attorney  
    3101 N. Central Ave., Suite 870  
    Phoenix, AZ 85012


Any Party may designate another addressee (and/or change its address) for Notices hereunder by a Notice given pursuant to this Section. A Notice sent in compliance with the provisions of this Section shall be deemed given on the date of receipt (or attempted delivery if delivery is refused).

18. **Waiver.** Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein and replaces and supersedes all other prior agreements or understandings, whether written or oral. Except as otherwise provided herein, no amendment, extension, or change to this Agreement shall be binding unless in writing and signed by both Parties.
20. **No Third-Party Beneficiaries.** No term or provision of this Agreement is intended to or shall be construed to be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action of any kind under or due to the existence of this Agreement.
21. **Authority.** The Nation and Town each warrant and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each has been properly authorized and empowered to execute this Agreement. Copies of the Nation's and Town's respective Council Resolutions approving this Agreement are attached hereto and incorporated herein by this reference. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under applicable laws of Yavapai-Apache Nation or the Town of Camp Verde to enter into this Agreement and that the Agreement is in proper form.
22. **Recitals.** The Recitals set forth at the beginning of this Agreement constitute material and operative provisions of this Agreement and are fully incorporated by this reference and made a part of the Agreement as if set forth fully herein.
23. **Interpretation.** The Nation and Town have jointly negotiated this Agreement and, thus, neither this Agreement nor any provision will be interpreted for or against either Party on the basis that it or its attorney drafted the Agreement or the provision at issue. Ambiguities, inconsistencies, or conflicts in this Agreement will not be strictly construed against the drafter of the language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the Parties' intentions at the time this Agreement becomes effective. Each Party hereto agrees that it has consulted with, or had ample opportunity to consult with, legal counsel of its own choosing concerning the terms of this Agreement.
24. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement illegal or unenforceable, said finding shall not invalidate the remainder of the Agreement and the Agreement shall continue to be in full force and effect and shall be enforced without the illegal or unenforceable provision.

**25. Section Headings.** The subject headings of sections and subsections in this Agreement are included for the purpose of convenience only and shall not affect the construction or interpretation of this Agreement in any manner.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement effective as of the day and year first above written.

**YAVAPAI-APACHE NATION**

By:   
Jon Huey  
Chairman

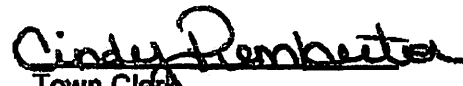
**TOWN OF CAMP VERDE**

By:   
Dee Jenkins,  
Mayor

APPROVED AS TO FORM:

  
Town Attorney


ATTEST:

  
Town Clerk

ATTORNEY APPROVAL FORM  
FOR YAVAPAI-APACHE NATION

I have reviewed the above Intergovernmental Agreement between the Yavapai-Apache Nation and The Town of Camp Verde, Arizona and declare this Agreement to be in proper form and within the powers and authority of the Yavapai-Apache Nation, under the laws of the Yavapai-Apache Nation.

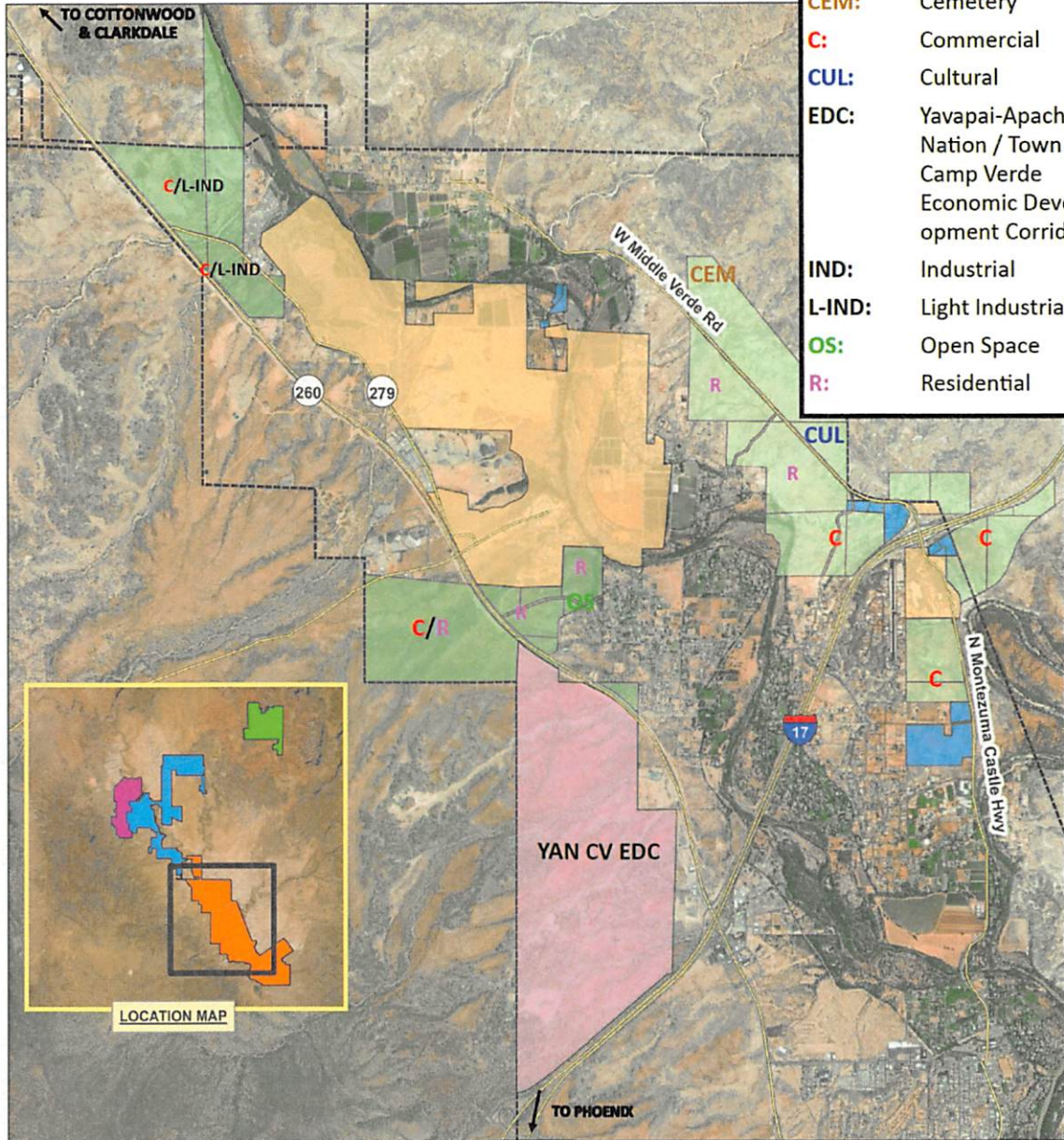
DATED this 16<sup>th</sup> day of June, 2022

  
\_\_\_\_\_  
Scott Canty  
Attorney General  
Yavapai-Apache Nation

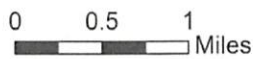


# **ATTACHMENT A**

Proposed Use Legend	
AG:	Agricultural
CEM:	Cemetery
C:	Commercial
CUL:	Cultural
EDC:	Yavapai-Apache Nation / Town of Camp Verde Economic Development Corridor
IND:	Industrial
L-IND:	Light Industrial
OS:	Open Space
R:	Residential



LOCATION MAP KEY	
	CITY OF COTTONWOOD
	CITY OF SEDONA
	TOWN OF CAMP VERDE
	TOWN OF CLARKDALE



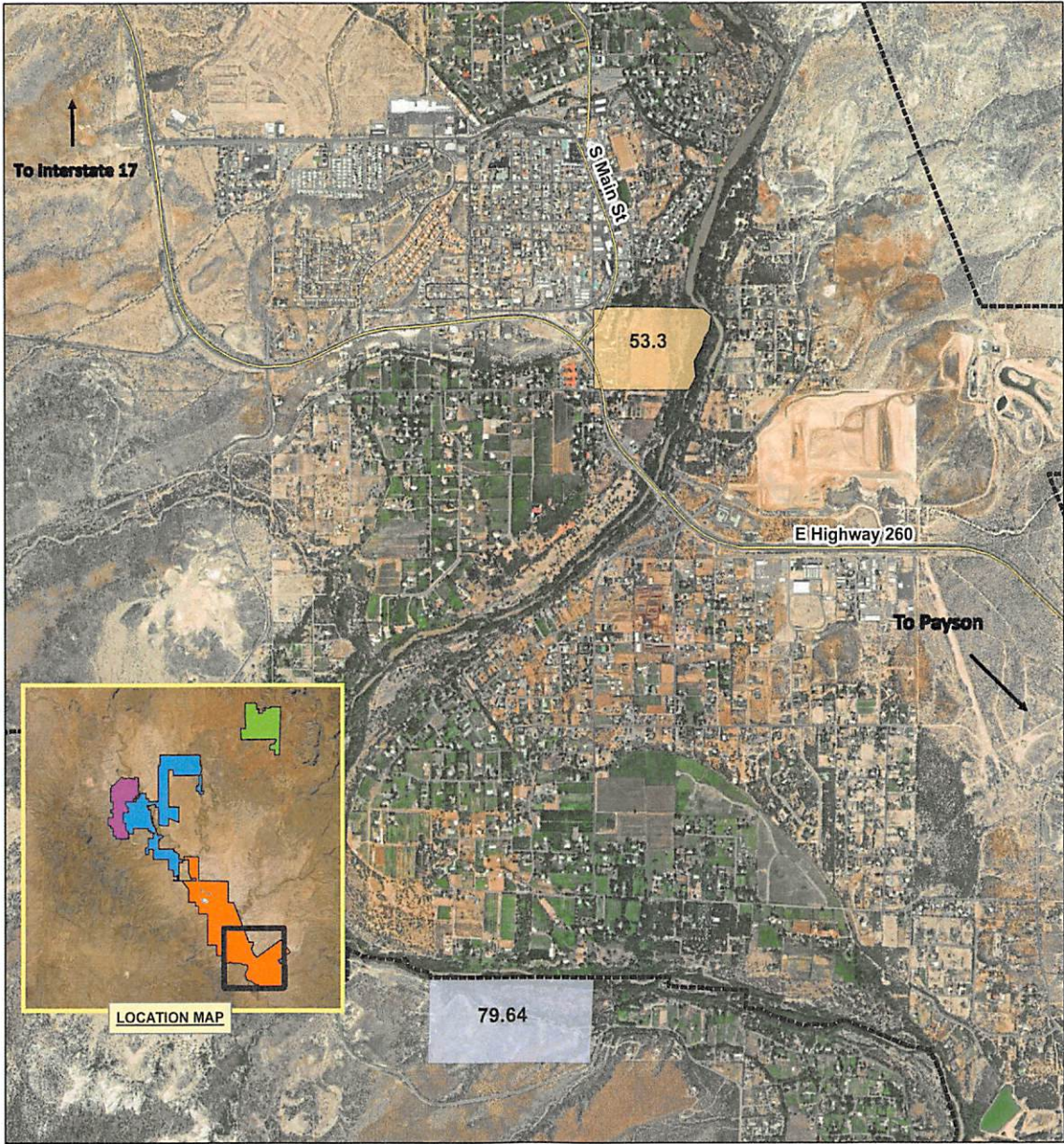
Legend	
	Camp Verde Town Boundary
	Coconino National Forest
	Prescott National Forest
	YAN Reservation Land
	YAN Fee Simple Land
	Yavapai-Apache Nation / Town of Camp Verde Economic Development Corridor







**Yavapai-Apache Nation @ Middle Verde and Montezuma**






# **ATTACHMENT B**

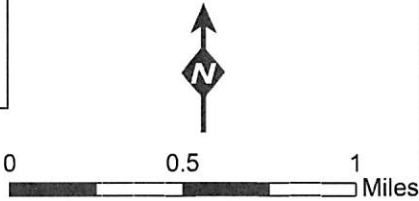


**LOCATION MAP KEY**

	CITY OF COTTONWOOD
	CITY OF SEDONA
	TOWN OF CAMP VERDE
	TOWN OF CLARKDALE

**Legend**

	Camp Verde Town Boundary
	YAN Reservation Land
	Hood Allotment



**Yavapai-Apache Nation @ Camp Verde and Hood Allotment**



# **ATTACHMENT C**



RESOLUTION NO. 109 -22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Approving an Intergovernmental Agreement Between the Yavapai-Apache Nation and the Town of Camp Verde Regarding the Nation's Acquisition of Additional Lands in Trust for the Nation and the Future Relationship of the Nation and the Town with Respect to the Use and Development of Such Lands**

- 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 under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate and enter into agreements with Federal, State, and local governments, to regulate the use and disposition of all land within the Nation's jurisdiction, to control all legal interests created in connection with the Nation's lands, and to manage the Nation's economic affairs, all as provided under Article V (b), (e), (f), and (i), respectively, of the Constitution; and
- WHEREAS:** The Preamble to the Nation's Constitution recognizes the authority and responsibility of the Nation to acquire additional lands for the benefit of the Nation and its community members; and
- WHEREAS:** The history of the Nation's loss of land within its ancestral homeland, as well as within the federal reservation that once encompassed a significant part of the Verde River Valley, is well documented and represents a painful chapter of cultural and economic loss for the Nation; and
- WHEREAS:** The Council recognizes that no community can remain static, but must instead evolve to meet the changing social, cultural, and economic needs of a growing population; and
- WHEREAS:** The Council has determined that the Nation's current reservation of just over 1,800 acres is inadequate to meet the social, cultural, and commercial needs of the Nation's growing community and economy; and
- WHEREAS:** The Nation is working with the United States Forest Service to structure and implement a federal land exchange under which the Nation will exchange certain non-reservation lands owned by the Nation within the boundaries of National Forest Service lands, for Forest Service lands contiguous to the Nation's Middle Verde Reservation lands within the municipal boundaries of the Town of Camp Verde; and
- WHEREAS:** The Council recognizes that that the lands and communities of the Nation and the Town of Camp Verde are closely intertwined within the Verde Valley, and the Nation and Town have long shared a recognition of the vital importance of a viable, sustainable Verde River as a shared resource and a defining and essential characteristic of our Verde Valley communities; and

**WHEREAS:** The Council finds that the relationship between the Nation and the Town is founded in part on the following principles and facts:

- 1) The Nation and the Town recognize each is a governmental entity with mutual responsibility for the welfare of its people and the right to exercise jurisdictional control and sovereign authority within its jurisdictional limits.
- 2) Over the years, the Nation and Town have established a cooperative and mutually respectful and beneficial government-to-government relationship that enhances the quality of life for all residents of the area.
- 3) The Nation and Town share a common vision for their communities that emphasizes the need to maintain the rural, friendly, scenic, historic, and culturally diverse character of the area, while striving to meet the social and economic needs of both communities and their residents.
- 4) The Nation and Town recognize that the future of our communities is intertwined with the health and vitality of the Verde River, the preservation of open space, and the continuation of agricultural and ranching practices.
- 5) While the historic homelands of the Nation once spanned much of what is now the State of Arizona, the Nation's current Reservation is less than three square miles, though its population is young and growing; and

**WHEREAS:** In an effort to provide much-needed additional land for its community members and their families for housing, economic development, open space, and cultural purposes, the Nation has identified certain lands, primarily U.S. Forest Service Lands, contiguous to the Nation's Reservation boundaries, that the Nation may one day acquire and transfer to the United States under federal law and regulations, to be held in trust for the benefit of the Nation ("Future Trust Lands"); and

**WHEREAS:** Consistent with the spirit of mutual respect and cooperation between the Parties, the Nation and Town have negotiated an Intergovernmental Agreement ("IGA") to clarify the future relationship of the Parties relative to these potential Future Trust Lands, and to address certain land use, development, and in lieu of taxes issues associated with the Nation's future acquisition of these lands, which will be placed into trust with the United States and added to the Yavapai-Apache Reservation; and

**WHEREAS:** The IGA also sets out the Town's commitment to support the Nation's acquisition in trust of the lands identified in the Agreement in accordance with the Terms and conditions of the IGA, a copy of which is attached to this resolution as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS:** The Nation recognizes the Town's interest in acquiring the Forest Service lands identified by the town in Attachment C to the IGA for the primary purpose of facilitating the Town's provision of services to protect the public health and safety of the local residents of the Town and the Nation, as well as those visiting the area, and the Nation supports the Town's acquisition of said lands as specified in the IGA; and

**WHEREAS:** Given the importance of the Verde River and the common interest of the Nation and Town in managing regional water supplies for the benefit of their respective



communities, the Nation and Town have committed to work together to negotiate a mutually acceptable and equitable water rights settlement for submission to and approval of the Gila River Adjudication Court and the United States Congress. These water discussions will include, among other things, mutually beneficial water projects, the use of reclaimed water, the diversion, delivery, and use of water under decreed water rights, and possible debt relief related to the acquisition of water systems by the Town.

**WHEREAS:** The Council has reviewed the IGA and determined that its approval is in the best interest of the Nation.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the Intergovernmental Agreement between the Nation and the Town of Camp Verde, in the form attached to this resolution as **Exhibit A**, under which the Nation and the Town will work together in a spirit of cooperation and good faith to accomplish our common interests, in accordance with the Terms and Conditions set out in the Agreement.


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

#### CERTIFICATION

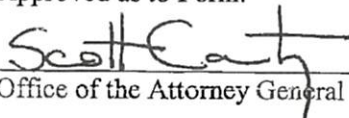
I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on June 16 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
\_\_\_\_\_  
Jon Huey, Chairman

**ATTEST:**

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

Approved as to Form:

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



## **RESOLUTION 2022-1091**

### **A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI APACHE NATION REGARDING A FEE TO TRUST LAND AGREEMENT THAT SETS OUT SPECIFICS OF LAND ACQUISITION BY THE YAVAPAI APACHE NATION.**

**WHEREAS**, the Yavapai Apache Nation have been working with the United States Forest Service to acquire property in an exchange for property in and adjacent to the Town of Camp Verde.

**WHEREAS**, the Town of Camp Verde agrees through approval of this Intergovernmental Agreement to support the efforts of the Yavapai Apache Nation as neighbors to acquire this property.

**WHEREAS**, Camp Verde is authorized by A.R.S. Title 11, Chapter 7, Article 3 to enter into this Agreement.

**WHEREAS**, the Yavapai-Apache Reservation and the lands of the Town of Camp Verde are closely intertwined within the Verde Valley and the Parties recognize and appreciate the importance of a viable, sustainable Verde River as a critical element and shared resource of our community.

**WHEREAS**, the Nation and the Town recognize each is a governmental entity with mutual responsibility for the welfare of its people and the right to exercise jurisdictional control and sovereign authority within its jurisdictional limits.

**WHEREAS**, over the years, the Parties have established a cooperative and mutually respectful and beneficial government-to-government relationship that enhances the quality of life for all residents of the area.

**WHEREAS**, the Nation and Town share a common vision for their communities that emphasizes the need to maintain the rural, friendly, scenic, historic, and culturally diverse character of the area, while meeting the economic needs of both communities and local residents.

**WHEREAS**, the Parties further recognize that the future of their communities is intertwined with the health and vitality of the Verde River, the preservation of open space, and the continuation of agricultural and ranching practices.

**WHEREAS**, while the historic homelands of the Yavapai and Apache once spanned much of what is now the State of Arizona, the Nation's current Reservation is less than three square miles, though its population is young and growing.

**WHEREAS**, in an effort to provide much-needed additional land for its Tribal Members and their families for housing, economic development, open space, and cultural purposes, the Nation has identified certain lands, primarily U.S. Forest Service Lands, contiguous to the Nation's Reservation boundaries, that the Nation may one day like to acquire and transfer to the United States pursuant to 25 C.F.R, Part 151, or as otherwise permitted by law, to be held in trust for the benefit of the Nation ("Future Trust Lands").

**WHEREAS**, consistent with the spirit of mutual respect and cooperation between the Parties, the Nation and Town have negotiated this Agreement to clarify the future relationship of the Parties relative to these potential Future Trust Lands, and to address certain land use, development, and in lieu of taxes issues associated with the Nation's future acquisition of these lands, which will be placed into trust with the United States and added to the Yavapai-Apache Reservation.

**WHEREAS**, the Nation also recognizes the Town's interest in acquiring the forest service lands identified in Attachment C to this Agreement for the primary purpose of providing services to protect the public health and safety of local residents (both in the Town and on the Nation) as well as those persons who visit or travel through the area, and the Nation wishes to support this acquisition as more fully outlined in Section 5 of this Agreement.

**WHEREAS**, given the importance of the Verde River and the Parties' common interest in managing regional water supplies for the benefit of their respective communities, the Nation and Town further pledge to continue negotiations in the same spirit as this Agreement, to work toward a mutually acceptable and equitable water rights settlement between the Parties for submission to the U.S. Congress and the Gila River Adjudication Court. The discussions will include, but are not limited to, mutual beneficial projects, the use of reclaimed water, the diversion, delivery, and use of water pursuant to water rights, and possible debt relief related to the acquisition of water systems by the Town.

**NOW THEREFORE**, the Mayor and Common Council of the Town of Camp Verde resolve, **And hereby approved the IGA authorize and direct the Mayor to sign the IGA and take all steps necessary to carry out the purpose and intent of this Resolution. Passed and approved by a majority vote of the Common Council at the Regular Session of June 15<sup>th</sup>, 2022.**

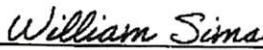
**PASSED AND ADOPTED:**

  
\_\_\_\_\_  
Dee Jenkins, Mayor

Attest:

  
\_\_\_\_\_  
Cindy Pemberton, Town Clerk

Approved as to form:

  
\_\_\_\_\_  
William Sims