

RESOLUTION NO. 04 -22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Approving a Grant Award Agreement between the Yavapai-Apache Nation and The Language Conservancy Regarding implementation of the Native American Linguistic Equity and Literacy Project**

- 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 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;
- 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 Council, as the legislative body of the Nation, is authorized to enact laws, ordinances and resolutions incidental to the exercise of its legislative powers as provided by Article V(v) of the Constitution; and
- WHEREAS:** The Nation’s Culture Department is responsible for preserving and advancing the culture and traditions of the Yavapai and Apache people, including the preservation and revitalization of the Yavapai and Apache languages; and
- WHEREAS:** The Language Conservancy (“TLC”), a non-profit organization dedicated to the preservation, revitalization, and promotion of Native languages, has received a grant from the United States Department of Education, Innovative Approaches to Literacy Program, and TLC has selected the Nation, acting through the Nation’s Culture Department, to receive a sub-grant of funds to be used for the preservation of the Nation’s Yavapai and Apache languages (“sub-grant”); and
- WHEREAS:** Under the sub-grant the Nation will receive a total of \$37,500 over five years, payable in annual increments of \$7,500, said funds to be used for development and implementation of a picture-book project for the benefit of the Nation’s members, all as described in the Grant Award Agreement attached to this Resolution as **Exhibit A**; and

**WHEREAS:** The Nation and TLC wish to enter into the Grant Award Agreement, effective October 1, 2021, through September 30, 2026, a copy of which Agreement is attached to this resolution as **Exhibit A**; and

**WHEREAS:** The Council finds it in the best interest of the Nation to approve the attached Grant Award Agreement between the Nation and The Language Conservancy providing for the Nation's participation as a grant sub-recipient under the United States Department of Education, Innovative Approaches to Literacy Program.


**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the attached Grant Award Agreement between the Nation and the Language Conservancy in accordance with the terms and conditions of the Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the Nation's Culture Department shall be responsible for fulfilling the Nation's responsibilities under the Grant Award Agreement.

**BE IT FINALLY RESOLVED** that the Chairman, and Vice-Chairwoman, 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 January 27 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.

  
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Jon Huey, Chairman

**ATTEST:**

  
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Karla Reimer, Council Secretary

Approved as to Form:

  
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Office of the Attorney General

# Exhibit A

Yavapai-Apache Nation  
Consulting Services Agreement

with

The Language Conservancy

for

Yavapai Dictionary Project – Phase One

Grant Award Agreement  
Subgrant Between  
The Language Conservancy  
And  
The Yavapai-Apache Nation  
(Sub-Recipient)

Regarding Implementation of the Native American Linguistic Equity and Literacy Project

This Subgrant Agreement (“Agreement”) establishes the relationships between The Yavapai-Apache Nation (“Nation”), a federally recognized Tribal Government, acting through the Nation’s Culture Department, a culture center operated by the Nation, and The Language Conservancy (TLC) a 501(c)3 nonprofit organization dedicated to the preservation, revitalization, and promotion of Native languages. This Agreement is based on the principle that Native languages are a vital component for the academic success of students and help increase student literacy in English.

This will be accomplished through the establishment of this Subgrant Agreement (SA) between the Yavapai-Apache Nation’s Culture Department and The Language Conservancy (TLC) and performance of the parties’ respective activities as specified herein.

The Language Conservancy is a nonprofit organization established in 2005 and leads the revitalization of Indigenous languages by offering critical support to language teachers and learners. TLC provides a wide range of pedagogical and technical support to help schools and communities learn and teach their Indigenous language. TLC works with over 30 languages and produces over 300 titles including: textbooks, apps, picture books, computer-based multimedia materials, classroom visual aids, and provides teacher training. TLC curricula are designed to create linguistic proficiency among students after five years and fluency after an eight-year sequence of classes.

The Effective dates of this Agreement are October 1, 2021, through September 30, 2026.

The Nation and TLC agree to perform the following activities under this Agreement:

The Yavapai-Apache Nation, acting through its Culture Department will:

1. Support the Project by distributing picture books;
2. Network with the Yavapai-Apache communities to help identify and recruit the Elders, parents, and others who are most passionate about language/culture preservation and revitalization to participate in the community wide meetings to be held under this Agreement.
3. Hold Six (6) community meetings.
4. Distribute surveys at events and submit completed surveys to TLC,
5. Quarterly Reports will be completed and submitted to TLC no later than January 1, April 1, July 1, and October 1 of each year.

The Language Conservancy will:

1. Deliver language materials to the Nation as stipulated by the grant.

2. Certify that language materials are produced in accordance with the highest professional standards.
3. Seek input from Nation about linguistic content in each book.
4. Implement an assessment protocol capable of evaluating the success of the language materials.
5. Pay \$7,500 annually, for a total of \$37,500 over five years, to the Nation. Each annual payment shall be made in three (3) installments, with the first payment of 40% (\$3,000) to be made within thirty (30) days of the signing of the grant agreement, the second 40% (\$3,000) to be paid after the first biannual picture book release event (6 months from the project start date), and a final payment of 20% (\$1,500) to be paid after the completion of the second biannual picture book release event, no later than September 30 of the applicable Project year.

All Parties agree that:

1. Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. Nothing herein shall preclude either party from asserting against third parties any defenses to liability it may have under the law or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.
2. Both Parties will maintain an academic environment that promotes the goals of education and professional development skills.

Amendment to Agreement:

Any party may propose an amendment to this Agreement in writing to the other party. Within 60 days of receipt of the proposed amendment, the parties shall convene a meeting (electronically or in-person) to consider the proposal. A written amendment will be binding upon the parties upon its approval and signature by the parties.

SIGNED

  
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Yavapai-Apache Nation  
Jon Huey, Chairman

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The Language Conservancy