

RESOLUTION NO. 05 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving a Consulting Services Agreement between the Yavapai-Apache Nation and The Language Conservancy for Development of Phase One of the Yavapai Dictionary 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, 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”) is a non-profit organization dedicated to the preservation, revitalization, and promotion of Native languages; and
- WHEREAS:** In June 2021, the Yavapai-Apache Nation, together with The Language Conservancy, submitted a proposal to the Administration for Native Americans American Rescue Plan Act Emergency Native Language (ANA ARPA) Grant Program Project titled, "Yavapai Dictionary Project: Phase One," and the Grant was awarded to the Nation on September 1, 2021; and
- WHEREAS:** The Nation, acting through the Culture Department, Office of Yavapai Culture, wishes to contract with TLC for delivery of consulting services intended to assist the Nation in preserving the Wipukepa Yavapai language; and
- WHEREAS:** The Nation and TLC wish to enter into the Consulting Services Agreement, with a term effective February 1, 2022, through December 31, 2022, a copy of which Agreement is attached to this resolution as **Exhibit A**, and under which Phase One of the Yavapai Dictionary Project will be accomplished; and
- WHEREAS:** The Council finds it in the Nation’s best interest to approve the attached Consulting Services Agreement between the Nation and The Language Conservancy for completion of Phase One of the Yavapai Dictionary Project.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the attached Consulting Services 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 consulting fees payable to TLC under the Agreement, in an amount not to exceed **Sixty Thousand Seven Hundred Six and 00/100 Dollars (\$60,706.00)**, are hereby appropriated and shall be paid from funds received by the Nation under the above-referenced ANA ARPA grant for Phase One of the Yavapai Dictionary Project.

BE IT FURTHER RESOLVED that the Nation's Culture Department, Office of Yavapai Culture, 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.



Jon Huey, Chairman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

Exhibit A

Yavapai-Apache Nation
Consulting Services Agreement
with

The Language Conservancy
for

Yavapai Dictionary Project – Phase One

**CONSULTING SERVICES AGREEMENT BETWEEN THE
YAVAPAI-APACHE NATION (YAN)
AND THE LANGUAGE CONSERVANCY (TLC)**

This Consulting Services Agreement ("Agreement") is between The Language Conservancy, an Indiana not-for-profit corporation, whose address is 2620 N. Walnut Ave, Ste. 810, Bloomington, IN 47404 (hereinafter referred to as "Consultant" or "TLC"), and the Yavapai-Apache Nation, acting through the Nation's Tribal Council (hereinafter referred to as "Nation" or "YAN"), whose address is 2400 West Datsi Street, Camp Verde, AZ 86322.

RECITALS

WHEREAS: In June 2021, the Yavapai-Apache Nation, together with The Language Conservancy, submitted a proposal to the Administration for Native Americans' American Rescue Plan Act Emergency Native Language (ANA ARPA) Grant Program Project titled, "Yavapai Dictionary Project: Phase One." The Grant, award number 90XN0083-01-00, was awarded September 1, 2021. This Agreement details the services, deliverables, and budget as outlined in the grant and the grant will serve as a match for YAN's Administration for Native Americans Preservation and Maintenance Grant, award number 90NL0666-01-00, and will not duplicate services provided under that grant award.

WHEREAS: The Project Summary, Activities, and Work Plan associated with the ANA ARP grant application are also attached to this agreement and incorporated herein by this reference.

WHEREAS: The Nation wishes to contract with TLC for the delivery of services intended to assist the Nation, acting through its Cultural Preservation Department, in preserving the Wipukepa Yavapai language and this Agreement sets forth the terms and conditions whereby Consultant will provide the Services described in this Agreement to the Nation, and Nation agrees to utilize said Services from Consultant according to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is fully incorporated into this Agreement, and the terms and conditions contained herein, the Nation and TLC agree as follows:

ARTICLE I - DEFINITIONS

1. Definitions

1.1 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered

confidential under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient. Subject to the preceding sentences, YAN Data utilized in this project will be considered YAN's Confidential Information.

1.2 "YAN Data" means the linguistic data collected, recorded, submitted, stored, and transmitted, as part of the Services provided under this Agreement.

1.3 "Deliverables" means the satisfactorily completed products, materials, and services to be provided by the Consultant to YAN and listed in the attached "Schedule A", or such subsequent Schedule as may be agreed to by the parties.

1.4 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.5 "Scope of Work" means the activities carried out to create the Wipukepa Yavapai Dictionary Database provided by TLC and used by YAN under this Agreement, including, but not limited to, development of all files and recordings.

1.6 "Service Commencement Date" is the date upon which TLC makes the Deliverables available to YAN.

1.7 "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Term or (ii) the Agreement is terminated as set forth herein.

1.8 "TSS" means the Technical Support Services provided by TLC to YAN during the Term pursuant to the TSS Guidelines.

1.9 "TSS Guidelines" means TLC's technical support services guidelines then in effect for the Services.

ARTICLE II – SCOPE OF WORK, CHANGE CONTROL, ACCEPTANCE

2.1 Scope of Work

Each proposal in the form of the Schedule(s) attached hereto (see attached Schedule A), together with any exhibits shall define the scope of work for a particular assignment under this Agreement. Each Schedule shall specify the Objective and Scope of Work, TLC and YAN Responsibilities, Deliverables, Due Dates, Fees, any confidential information to be exchanged by the parties, and any other information relevant to the assignment and its successful completion. The Schedule, any exhibits, any detailed instructions, and any task descriptions agreed to in writing by the parties' respective Representatives/Project Managers, shall collectively constitute the complete "Specifications" for the work to be performed by Consultant under any Schedule attached hereto or subsequently adopted by the parties.

Each individual assignment under this Agreement shall be defined in dated proposals in the form of the attached Schedule A ("Schedule"). Additional Schedules may be added to this agreement and each Schedule is to be separately executed by the parties and when so executed shall be deemed to be incorporated into this Agreement by reference and shall become a part of this Agreement. The Terms and conditions agreed to in each Schedule shall supersede any conflicting terms and conditions in this Agreement for only the specific assignment defined in the new Schedule. Each Schedule, together with the terms and conditions of this Agreement, shall constitute a separate deliverable under this Agreement.

2.2 Changes in Scope of Work

During the course of TLC's performance of an assignment hereunder, YAN or TLC may request a change in the scope of the work. Requests for changes shall be made in writing and delivered to the Consultant's Project Manager. Upon Manager's review, any changes in Specifications, prices or other terms agreed to by the parties shall be documented in a revised or new Schedule and signed by the parties. Changes in prices, terms and conditions, or duration must be approved by YAN personnel with appropriate contract signature authority.

2.3 Acceptance of Deliverables

Acceptance of the agreed upon Deliverable(s) shall occur when the Deliverables described in the Schedule meet the agreed upon acceptance criteria as described in the applicable Schedule. If the Deliverables do not meet the acceptance criteria as set forth in the applicable Schedule when it is offered by Consultant for YAN's acceptance, YAN shall give TLC detailed written notification of the non-conformance within ten (10) business days of delivery. Within thirty (30) days of receipt of such written notification, Consultant shall correct the non-conformance and resubmit the Deliverables. Upon delivery of the corrected Deliverables, YAN has 10 additional business days to accept or reject the Deliverable. If the non-conformance has not been corrected, YAN may elect to either provide TLC additional time to correct the Deliverable or terminate this Agreement according to the terms of Section **7.1 Termination**.

2.4 Facilities and Data Transfer

All facilities used by TLC to store and process YAN Data will adhere to reasonable security standards no less protective than the security standards at facilities where TLC stores and processes its own information of a similar type. TLC has implemented at least industry standard systems and procedures to ensure the security and confidentiality of YAN Data, protect against anticipated threats or hazards to the security or integrity of YAN Data, and protect against unauthorized access to or use of YAN Data. As part of providing the Deliverables, TLC may transfer, store, and process YAN Data in the United States. By using the Deliverables, YAN consents to this transfer, processing, and storage of YAN Data.

2.5 New Features

TLC may make new (post release of deliverables) applications, features, or functionality for the deliverables available from time to time, the use of which may be contingent upon YAN's agreement to additional terms.

ARTICLE III – PERSONNEL

3.1 Independent Contractor

Consultant and its employees shall perform its obligations under this Agreement as an independent contractor and not as employees of YAN. Neither Consultant nor any agent or employee of Consultant shall be or, shall be deemed to be, an agent or employee of YAN and Consultant shall have no authorization, express or implied, to bind YAN to any agreements, liability, or understanding. Consultant shall have the sole responsibility for the conduct of its employees and agents, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. Consultant shall be responsible for all employer obligations towards all its employees and agents under all applicable laws. This Agreement is not intended to be, nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

3.2 On Site Activity

Consultant agrees that while their personnel are on YAN's premises (the Yavapai-Apache Nation Reservation), they will abide by YAN's normal work rules and standard practices governing employee behavior. If YAN has a written set of rules that apply to contractors, YAN shall furnish Consultant with a copy of such work rules. Consultant also agrees to require their personnel to work in a manner compliant with current applicable OSHA regulations and all other applicable laws, rules and regulations.

3.3 Affiliated Organization and Personnel

TLC may subcontract any and all portions of its Scope of Work to affiliate organizations or personnel, including the Apache Language Consortium.

ARTICLE IV - FEES, PAYMENT, TERMS & CONDITIONS

4.1 Fees/Compensations

YAN agrees to pay to Consultant invoiced amounts delineated in Schedule A with 3 (three) installments, with the first payment of 40% due within 10 days of signing the agreement, 40% due no later than six (6) months after the start date of the agreement, and a final payment of 20% due upon the delivery of the completed database, no later than December 31, 2022.

All invoices are payable within 10 days of receipt. A monthly service charge of 1.5 percent is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance.

4.2 ANA Payment and Reporting Management Systems

YAN will utilize the ANA's Payment Management System to draw down funds to pay TLC on a timely basis. YAN, at its own discretion, may utilize TLC as process consultants regarding the ANA's Payment Management System on an as needed basis. YAN may also utilize TLC as process consultants regarding the ANA's Grant Solutions grant reporting system on an as needed

basis. The use of such Payment and Reporting management services by YAN shall be determined by and coordinated through the Nations Grants and Contracts Manager, Robert Mills.

4.3 Term of Agreement

This Agreement shall be in force and effect for a term commencing upon the date on which the signature of the last party signing the Agreement is affixed (“Effective Date”) or no later than February 1, 2022, and ending on December 31, 2022, or such earlier date as the work is completed by TLC and accepted by YAN (“Project Completion Date”). Technical support services shall be provided by TLC to YAN until 5 years after the project completion date.

4.4 Order of Priority

In the event of any inconsistency between the terms of this Agreement and the Schedule, the order of priority in resolving such inconsistencies shall be each attached and incorporated Schedule, then this Agreement.

4.5 Billing Disputes

Billing disputes (e.g., refusal/failure to pay an invoice) shall be cause for breach per section 7.1 under this Agreement.

ARTICLE V – MATERIAL OWNERSHIP AND CONFIDENTIALITY

5.1 Intellectual Property

All Deliverables and Data developed under this Agreement constitute “work for hire” under the laws of the United States and except as expressly set forth herein, YAN retains the complete Intellectual Property Rights to the YAN Yavapai-language dialect Deliverables provided by TLC to YAN on the Service Commencement Date. After the Service Commencement Date, all Deliverables which are created by TLC under the Yavapai Dictionary Project: Phase One ANA ARP Grant belong to and are controlled by YAN as its exclusive intellectual property. This includes all Deliverables, Data, recordings, software, domain names, websites, computer/smartphone applications, and all related materials.

5.2 Data Rights

The Consultant will return to YAN all Confidential Information and YAN Data connected to the Scope of Work no later than June 30 of each year this agreement is in effect. TLC will send an external hard drive to YAN postmarked no later than June 30 of each year this agreement remains in effect containing all YAN confidential data. Confidentiality of all such Data must be respected and preserved by TLC as YAN deems necessary.

5.3 Branding of Materials and Access

Any website or electronic dictionary database created by TLC under this Agreement will be owned exclusively by YAN and will bear such Brand Features as determined by YAN.

5.4 Database/Website Access and Support

As part of YAN's order of TLC Deliverables, TLC will provide basic TSS to YAN. YAN may order additional TSS for payment of an additional fee. YAN will receive the following:

Automatic product upgrades of the Deliverables, Maintenance updates of the Deliverables, Online self-help and training for End Users and Administrators designed to assist YAN with implementation and use of the Deliverables, Ability to submit a support Request.

YAN shall be responsible, at its own cost, for obtaining several TLex Suite Licenses at the beginning of the project so that multiple project personnel can access the database.

TLC shall be responsible for establishing, maintaining, and updating any domains, hosting services, databases, or websites created under this Agreement until 6/30/2029.

Both TLC and YAN will have access to the backend of the database and all websites developed during this period of the Agreement and shall be able to edit the contents of said database. TLC will train YAN personnel to maintain and update the database prior to transfer from TLC to YAN. TLC shall transfer control of all accounts related to the Database to YAN at the conclusion of the Technical Support Services period or when requested. YAN may also request to extend the TSS period.

5.5 Confidentiality Obligations of Consultant

Consultant shall treat all information provided by YAN or developed under this Agreement, which is either clearly described on the Schedule or clearly marked "Confidential," as confidential and proprietary to YAN. Consultant shall limit access to the Confidential Information to Consultant's personnel assigned to work with YAN under this Agreement. Any other confidential information that is shared or provided by YAN to the consultant, its subcontractors, or other agencies, shall be used only for purposes within the scope of this Agreement and shall be governed by this Agreement and all applicable confidentiality, privacy law and regulations. As provided under Section 5.1 above, ownership of linguistic information and data remains exclusively with YAN, except to the extent necessary to carry out the purposes of Schedule assignments hereunder, which use Consultant is authorized to undertake without the prior written consent of YAN.

YAN shall treat any information provided by Consultant under this Agreement, which is either clearly described on the Schedule or clearly marked "Confidential," as confidential and proprietary to Consultant. Any other confidential information that is shared or provided to YAN, its subcontractors, or other agencies, shall be used only for purposes within the scope of this Agreement and its confidentiality shall be governed by this Agreement and shall be governed by all applicable confidentiality, privacy law and regulations. Ownership of information and data provided to YAN by Consultant under this Agreement remains with the Consultant except to the extent necessary to carry out the purposes of Schedule assignments hereunder, and YAN shall have the right to use such information without the prior written consent of the Consultant.

5.7 YAN Confidentiality Exceptions

Confidential information shall not include, and these confidentiality obligations shall not operate as a restriction on Consultant's right to use, disclose, or otherwise deal with information which:

- a. is or becomes generally available to the public through no wrongful act of Consultant;
- b. was in Consultant's possession prior to the time it was acquired from YAN and which was not directly or indirectly acquired from YAN;
- c. is independently made available as a matter of right to Consultant by a third party;

- d. is required to be disclosed, in the opinion of Consultant's legal counsel, by court order or operation of law; or
- e. is independently developed by or for Consultant by persons not having exposure to YAN Confidential Information not excepted above.

5.8 Period of Confidentiality

Consultant's obligations of confidentiality regarding YAN's Confidential Information shall survive the completion, expiration, or termination of the Schedule to this Agreement in perpetuity.

ARTICLE VI - WARRANTIES

6.1 Releases

Neither Consultant or its permitted subcontractors, nor any of their respective employees, agents, or designated representatives, by entering into this Agreement, using information or materials, and performing the Deliverables hereunder, has or will violate any consulting, employment, non-competition, proprietary information, confidentiality or other agreement, arrangement, understanding, or restriction between such party and a present or former employer, principal, client or other individual or entity. Consultant shall assist YAN in all reasonable respects to obtain releases or other necessary or desirable information or documentation regarding any of the foregoing.

ARTICLE VII - GENERAL PROVISIONS

7.1 Termination of Agreement

YAN or Consultant may terminate this Agreement, with or without cause at any time, upon thirty (30) days written notice to Consultant. Confidentiality and intellectual property rights sections shall remain in effect and survive the termination of this agreement.

Ownership of original information and data remains with YAN. In the event that either party breaches a material term of this Agreement that is not remedied within 30 days of receipt of a written notice specifying the breach, the non-breaching party may terminate the Agreement immediately upon expiration of the 30-day notice. In the event that the breach cannot be remedied within 30 days, the breaching party must demonstrate that it is diligently making reasonable efforts, including the dispute resolution process outlined in section 7.2, to remedy the breach within a reasonable period of time.

In the event that either party breaches a material term of this Agreement that is not remedied through the dispute resolution process, the non-breaching party may terminate the Agreement immediately upon expiration of the resolution process.

If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within 30 days, then the other party may terminate this Agreement upon notice.

In the event that either party terminates a Schedule, YAN shall own all work then in process and Consultant shall be entitled to fair compensation for time and materials, including any charges from 3rd parties incurred by Consultant in terminating the Scope of Work or Schedule, at a price to be negotiated in good faith by the parties using Consultant's current rates for such work. Consultant reserves the right to hold back any work product for which it is uncompensated. Should a Schedule be terminated prior to completion, Consultant is under no obligation to continue supporting materials made up to that point including technical assistance for accounts, websites, and servers.

7.2 Dispute Resolution Process

In the event of any disagreement regarding performance under or interpretation of this Agreement, and prior to the commencement of any formal proceeding, the parties shall continue performance as set forth in this Agreement and shall attempt in good faith to reach a negotiated resolution by designating an appropriately authorized representative from each party to resolve the dispute. Should the parties fail to resolve the disagreement, then the parties agree to employ mediation to resolve the dispute prior to initiating formal proceedings in the Nation's Tribal Court. The exclusive remedy Consultant may pursue against YAN in the Nation's Tribal Court is the recovery of any amount due and payable from YAN to Consultant under the terms of this Agreement.

7.3 Assignment

Neither party may assign this Agreement or any Schedules hereunder without the other party's prior written consent.

7.4 Entire Agreement, Partial Invalidity

The making, execution, and delivery of this Agreement by Consultant and YAN have been induced by no representations, statements, warranties, or agreements other than those set out in this Agreement. This Agreement includes the entire understanding of the parties hereto relating to Consultant's Scope of Work regarding the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating thereto. If any part, term, or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

7.5 Modifications/Amendments

All amendments, including any Schedules, shall be in writing, and shall be bilateral modifications only after the signatures of both parties have been affixed, at which time the modification shall become effective. All notices, requests, demands, or other communications hereunder other than day-to-day communications within the duties of the respective Project Managers of TLC and YAN shall be in writing and shall be deemed given if personally delivered or mailed to the address set forth below:

Consultant:
The Language Conservancy

YAN:
Yavapai-Apache Nation

2620 N. Walnut Ave, Ste. 810
Bloomington, IN 47404

2400 West Datsi Street
Camp Verde, AZ 86322

7.6 Waiver of Breach

The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

7.7 No Additional Authority

Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein.

7.8 Sovereign Immunity

YAN does not waive its sovereign immunity under this Agreement.

7.9 Applicable Law

Interpretation of this Agreement shall be governed by the Contract laws of Arizona.

7.10 Force Majeure

Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, embargo, national emergency, pandemics or international public health crises, insurrection or riot, acts of the public enemy, fire, flood, or other natural disaster provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials (unless such subcontractors and/or materials are specified by YAN) shall not be considered as a force majeure delay. Further, in the event either party is unable to meet its obligations hereunder because of such force majeure, and such inability continues for a period of 30 days or more, then either party may terminate this Agreement effective immediately without further obligation to the other except as to delivery of and payment for Products and/or Scope of Work consistent with the terms of paragraph 7.1 **Termination** of this Agreement.

7.11 Use of YAN Name

Consultant is entitled to reference and describe work done hereunder in summary and general form, including reference to the Yavapai-Apache Nation as a client, without revealing any of YAN Confidential Information or any specific results of any assignment hereunder. Consultant can utilize pictures and images of Deliverables for display purposes in Consultant's websites and publications.

7.12 Headings Not Controlling

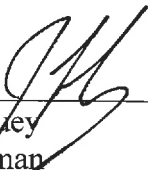
Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

7.13 Non-Indemnification

Neither party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and date of last signature begins the period of performance.

SIGNED BY:



Jon Huey
Chairman
Yavapai-Apache Nation

1-27-2022

Date

Wilhelm Meya, Executive Director
for The Language Conservancy

Date

SCHEDULE “A”- YAN ANA ARP
February 1, 2022 – December 31, 2022

I. Objective/scope of work to be performed

Yavapai-Apache Nation requests that The Language Conservancy undertake the “Yavapai Dictionary Project: Phase One” project and YAN will cooperate with TLC to:

- Hold two Rapid Word Collection events to collect 8,000-10,000 new Yavapai words;
- Develop a Wipukepa Yavapai Dictionary Database; and
- Create a Public Relations Campaign to publicize the release of the Wipukepa Yavapai Dictionary Database.

TLC will be responsible for:

1. Holding two Rapid Word Collection events to collect 8,000-10,000 new Yavapai words;
2. Creating a dictionary database to house data collected during the Rapid Word Collection events; and
3. Creating a Public Relations Campaign to publicize the release of the Wipukepa Yavapai Dictionary Database.

YAN will be responsible for:

1. Assigning a Project Director who will liaison with TLC and organize committee work for reviews and project oversight;
2. Obtaining several TLex Suite Licenses using the indirect cost portion of the ANA funds so that YAN project personnel can access the database;
3. Recruiting Elders and speakers for the Rapid Word Collection events; and
4. Utilizing community committees to conduct periodic review of project progress and provide feedback on the developed database in a timely manner.

Detailed Budget description:

| Item | Description | Total USD |
|---|---|-----------------|
| Consulting Fees/Contractual: | | |
| Database development | <ul style="list-style-type: none">● Linguistic Director (30% FTE @ \$60,000)● Database Technician (50% FTE @ \$55,000)● Recording Engineer (38.015% FTE @ \$40,000) | \$60,706 |
| TOTAL Development and Maintenance of Deliverables: | | \$60,706 |

PROJECT SUMMARY

This project has ONE deliverable/objective as follows:

1) Creation of a Wipukepa Yavapai Dictionary Database

This project aims to revitalize one of the ancestral languages of the Yavapai-Apache Nation, Wipukepa Yavapai, by completing phase one of the creation of a comprehensive Wipukepa Yavapai Dictionary. To meet this goal, one objective guides the Work under this Agreement: (1) to increase the number of words in the existing Wipukepa Yavapai lexicons by creating a Wipukepa Yavapai dictionary database. Funding for this project will serve as a match for YAN's ANA P&M Grant and will not duplicate the Scope of Work under the TLC and YAN's ANA P&M agreements.

To achieve the above objective, TLC will create the first comprehensive online database for the Wipukepa Yavapai language. TLC will develop the word base for this database through a series of Rapid Word Collection ("RWC") community events. By the end of these RWCs, we will have collected approximately 10,000 new words and recorded pronunciations from fluent Wipukepa Yavapai speakers that can be incorporated into the database. This database will include completed entries for each word, including pronunciations recorded by fluent Yavapai-Apache Elders, morphologies, definitions, and example sentences using the recorded words. Our metric for achieving this outcome will be the number of words included in the word base, which will serve as the foundation for the online and mobile application Wipukepa Yavapai dictionaries.

Activities

This project will be completed in 3 steps. TLC will:

- 1) Hold two RWC events that will collect 8,000-10,000 new words
- 2) Create a comprehensive database (Wipukepa Yavapai Dictionary Database) of 8,000-10,000 words, glosses, and audio tracks from RWC events
- 3) Create a Public Relations Campaign to publicize the release of the Wipukepa Yavapai Dictionary Database

See the attached Work Plan for further details.

Work Plan

| Activities | Outputs | Project Staff | Timeline |
|---|--|---|-----------------------|
| 1) Set up and hire staff. | Project Director, Yavapai Linguistic Director, Database Technician, Recording Specialist, and supporting staff | Yavapai Apache Nation's Cultural Resource Center's Yavapai Culture Department | 02/1/2022-2/28/2022 |
| 2) Establish Federal system account access and official grant file. Data collection and evaluation. Reporting (Progress and Financial Reports) | Accounts set up | Project Director | 02/01/2022-02/28/2022 |
| 3) Identify 3 Yavapai Elders who are fluent speakers from the community to serve as Wipukepa Yavapai Language Consultants. They will participate in the Rapid Word Collection (RWC) events and offer their expertise to clarify linguistic issues that arise while creating the database. | Wipukepa Yavapai Language Consultants identified. | Project Director, Yavapai Linguistic Director | 02/01/2022-03/01/2022 |

| | | | |
|--|--|---|----------------------|
| 4) Attend Post Award Training | Post-award training attended | Project Director | 60 days post-award |
| 5) Coordinate booking of classroom space, delivery of recording equipment, and scheduling of meeting times for the first Rapid Word Collection event in Camp Verde, Arizona. | Rapid Word Collection (RWC) event scheduled. | Yavapai Linguistic Director, Recording Specialist | 2/01/2022-03/31/2022 |
| 6) Annual Grantee Meeting | Annual grantee meeting attended | | Winter |

| | | | |
|--|--|---|-----------------------|
| 7) Conduct the first Rapid Word Collection event with the Wipukepa Yavapai Language Consultants. The group will work through 900 semantic domains as project staff uses the Automatic Collection Tool (ACT) to collect words and recordings. | Approximately 5,000 Wipukepa Yavapai words were recorded and collected, covering 900 semantic domains. | Yavapai Linguistic Director, Database Technician, Recording Specialist, Wipukepa Yavapai Language Consultants | 03/1/2022-03/31/2022 |
| 8) Coordinate booking of classroom space, delivery of recording equipment, and scheduling of meeting times for the second Rapid Word Collection event in Camp Verde, Arizona. | Rapid Word Collection (RWC) event scheduled. | Yavapai Linguistic Director, Recording Specialist | 04/01/2024-04/30/2022 |

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| 9) Conduct a second Rapid Word Collection event with the Wipukepa Yavapai Language Consultants. The group will work through another 900 semantic domains as project staff uses the Automatic Collection Tool (ACT) to collect words and recordings. | Approximately 5,000 additional Wipukepa Yavapai words were recorded and collected, covering 900 new semantic domains, for a total of 10,000 words in 1,800 semantic domains. | Yavapai Linguistic Director, Database Technician, Recording Specialist, Wipukepa Yavapai Language Consultants | 05/01/2022-06/15/2022 |
| 10) Create a semi-annual qualitative and quantitative evaluation report and administer the evaluation report to the Wipukepa Yavapai Language Consultants about the progress and quality of the database done so far. | Evaluation report created and community feedback provided regarding the quality of the word collection and recordings. | Project Director, Recording Specialist, Wipukepa Yavapai Language Consultants | 05/01/2022-06/31/2022 |
| 11) Review database materials gathered during both Rapid Word Collection events and create Database Draft 1. | Comprehensive <i>Wipukepa Yavapai Dictionary Database</i> Draft 1 of approximately 10,000 words and recordings created | Project Director, Yavapai Linguistic Director, Database Technician, Recording Specialist, Wipukepa Yavapai Language Consultants | 06/01/2022-08/31/2022 |

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| 12) Evaluate the preliminary database to identify and flag words that require additional clarification. Identify audio files that require re-recording. | Words and audio files in database reviewed and flagged for correction and clarification | Yavapai Linguistic Director, Database Technician, Recording Specialist | 08/01/2022-08/31/2022 |
| 13) Yavapai Language Consultants review database entries and offer feedback. | Community feedback on database entries provided by Yavapai Language Consultants | Yavapai Linguistic Director, Yavapai Language Consultants | 09/01/2022-10/31/2022 |
| 14) Create a semi-annual qualitative and quantitative evaluation report and administer the evaluation report to the Wipukepa Yavapai Language Consultants about the progress and quality of the database done so far. | Evaluation report created and community feedback provided regarding the quality of the word collection and recordings. | Project Director, Wipukepa Yavapai Language Consultants | 09/01/2022-09/31/2022 |

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| 15) Complete ANA Administrative Activities, including reporting (OPR, ADR, 425, DPM), post-award training, grantee meeting, project staff orientation, data collection, and evaluation, and establishing federal system account access and official grant file. | ANA reporting, training, orientation, data collection, and evaluation completed. | Project Director, AOR, Yavapai Linguistic Director | 02/01/2022-12/31/2022 |
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