

RESOLUTION NO. 10 -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 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' Native American Language Preservation and Maintenance (ANA P&M) Grant Program Project titled, "The Yavapai and Apache Dictionaries Project," and The Grant, award number 90NL0666-01-00, was awarded September 29, 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 10, 2022, through October 31, 2024, a copy of which Agreement is attached to this resolution as **Exhibit A**, and under which the Wipukepa Yavapai Dictionary Project ("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 TLC for completion 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 TLC 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 **Two Hundred Ninety-Nine Thousand Eight Hundred and 00/100 Dollars (\$299,800.00)**, are hereby appropriated and shall be paid from funds received by the Nation under the above-referenced ANA grant for 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, including but not limited to, approving, on behalf of the Nation, the final Scope of Work under Schedules B and C to the Agreement, and said approval shall also require the signature of the Chairman or Vice-Chairwoman on the approval document.

**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 February 17 2022, by a vote of 8 8 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  
February 17, 2022

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

This Consulting Services Agreement ("Agreement") is between The Language conservancy (TLC), 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' Native American Language Preservation and Maintenance (ANA P&M) Grant Program Project titled, "The Yavapai and Apache Dictionaries Project." The Grant, award number 90NL0666-01-00, was awarded September 29, 2021. **This Agreement details the Scope of Work, deliverables, and budget for the Wipukepa Yavapai language work outlined in the Grant.**

WHEREAS: The Project Summary, Activities, and Work Plan associated with the ANA P&M 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 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. It 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 linguistic data collected, submitted, stored, transmitted, via the Services.

1.3 "Deliverables" shall mean the satisfactorily completed products, materials, and Scope of Work to be provided by the Consultant to YAN and listed in the attached Schedule A, or such subsequent Schedules as may be agreed to by the parties (see Draft Schedules B and C attached hereto).

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 "Services" means the means the activities carried out to create the Wipukepa Yavapai Dictionary Database, as well as the print edition and online and mobile app Wipukepa Yavapai dictionaries, provided by TLC and used by YAN under this Agreement, including all files, recordings, websites, databases, app templates, and codebases.

1.6 "Service Commencement Date" is the date upon which TLC makes the Services 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 the YAN during the Term pursuant to the TSS Guidelines.

1.10 "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, 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' Representatives/Project Managers shall collectively constitute the complete "Specifications" for the work to be performed by Consultant under any Schedule, as 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 (Schedules B and C) shall be added to this agreement subsequent to completion of the work of Schedule A, and each Schedule is to be separately executed by the parties, with the Nation's approval provided by the Nation's Culture Department and upon the signature of the Nation's Chairperson, 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 duties in 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 of 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, 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 Collaboration with Yavapai Speakers**

YAN agrees that Consultant is permitted to collaborate with fluent Yavapai speakers outside of YAN (non-member Yavapai speakers) to obtain necessary Yavapai-language Data for the Yavapai Dictionary Project Deliverables created, and for the Services provided by Consultant in the course of performing this Agreement, as necessary. If additional speakers are needed, YAN agrees to allow TLC to solicit speakers from other Yavapai communities in Arizona to provide data.

### **3.4 Affiliated Organization and Personnel**

TLC may subcontract any and all portions of its Service to affiliate organizations or personnel, including the Apache Language Consortium. Any such subcontract shall be subject to the terms and conditions of this Agreement.

## **ARTICLE IV - FEES, PAYMENT, TERMS & CONDITIONS**

### **4.1 Fees/Compensations**

YAN agrees to pay to Consultant invoiced amounts delineated in Schedule A with 9 (nine) monthly installments in equal amounts of 11.111%, with the first due as soon as ANA makes the fund available and each remaining payment due at the beginning of each subsequent month. The final payment for Schedule A is due no later than June 30, 2022.

YAN agrees to pay to Consultant invoiced amounts delineated in Schedules B and C with 12 (twelve) monthly installments in equal amounts of 8.333%, with each payment due at the beginning of each month. The final payments for Schedules B and C are due no later than October 31, 2023, and October 31, 2024, respectively.

The Total of payments made by the Nation to TLC under this Agreement and Schedules A, B and C, shall not exceed the sum of **Two Hundred Ninety-Nine Thousand Eight Hundred and 00/100 Dollars (\$299,800.00)**.

All invoices are payable within 10 days of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. **The Consultant must provide Nation a completed IRS Form W-9 for Independent Contractors. Payment to the Contractor under this Agreement will not be made by Nation unless a completed W-9 is on file with the Nation.**

### **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”) and ending 33 (thirty-three) months thereafter (October 31, 2024), 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.

Schedule A of this Agreement is attached to this contract. Schedule A of this agreement shall be in force and effect for a term commencing upon the final date of signing and ending on 10/31/2022.

The final content of Schedule B will be agreed upon and finalized no later than 10/31/2022. The final content of Schedule C, the 3rd year, will be agreed upon and finalized no later than 10/31/2023. Drafts of Schedules B and C are attached and based on the grant’s budget.

Technical Support Services, including server and domain support and updates, shall be provided for the websites until 5 years after the project completion date and for the mobile apps until 5 years after the project completion date. YAN may request to extend the TSS period or terminate the TSS period at any time.

#### **4.3 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. In the event of any inconsistency of terms the order of priority shall be each attached and incorporated Schedule, then this Agreement.

#### **4.4 Billing Disputes**

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

### **ARTICLE V – MATERIAL OWNERSHIP AND CONFIDENTIALITY**

#### **5.1 Intellectual Property**

After the Service Commencement Date, all Deliverables and Data which are created 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 section of the ANA P&M 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.

**5.1.1 Yavapai Dictionary Intellectual Property:** Rights, title and interest worldwide in any tangible Yavapai dialect version of a work product or deliverable created by Consultant in the course of performing this Agreement shall be the property of YAN. The proper copyright notice shall be printed on the reverse side of the title page or in another appropriate place, in every copy thereof, in the name of YAN. It is the express intent of the parties that all Deliverables created for the Yavapai Dictionary project by Consultant hereunder shall be work made for hire as defined in United States copyright law, 17 U.S.C. § 101 et. seq.

#### **5.2 Data Rights**

**5.2.1 Yavapai Dictionary Data Rights:** All Confidential Information and YAN Data connected to the Services provided under this Agreement will be housed on YAN servers and websites. TLC will not have access to Confidential Information – except for technical support services as specified below - and YAN Data after the Service Commencement Date of this Agreement unless otherwise specified. Representatives of both parties will supervise the deletion of all Confidential Information and YAN data from TLC’s servers and websites on the date of the transferal of Service from TLC to YAN. TLC agrees to remove all Confidential Information and YAN Data from servers and accounts after the TSS period concludes, unless otherwise specified. Confidentiality must be respected as YAN deems necessary.

### **5.3 Branding of Materials and Access**

Any websites, mobile applications, or print materials created for the Yavapai Dictionary project will be owned exclusively by YAN and will bear such branding features as determined by YAN. TLC will have access to any websites, mobile applications, or print materials created for the Yavapai Dictionary project, and may utilize any branding of materials for future projects between YAN and TLC.

### **5.4 Database/Website/App 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 10/31/2029.

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 Grant of Publishing Rights**

In order to support language learners in and around the Nation’s communities YAN and TLC shall have the right to print, publish, and sell the Deliverables completed under this Agreement.

### **5.6 Reprint**

If requested by YAN, TLC shall re-print the work at an agreed-upon price.

### **5.7 Confidentiality Obligations**

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.

### **5.8 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.

### **5.9 Period of Confidentiality**

Consultant's obligations of confidentiality regarding YAN's Confidential Information shall survive the termination of the Schedule(s) to this Agreement.

## **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**

YAN or Consultant may terminate this Agreement, with or without cause at any time, upon thirty (30) days written notice to the other party. Confidentiality and intellectual property rights sections shall remain in effect and survive the termination of this agreement. Upon Termination of this Agreement, YAN shall remain obligated to pay consultant all fees for work satisfactorily completed by Consultant, and Consultant shall be obligated to refund to YAN any fees that have been advanced by YAN but not yet earned by Consultant's completion of the work for which the fees were advanced.

Except as provided under Section 5.1 above, upon 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 with 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.

If 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 Deliverable or Schedule, at a price to be negotiated in good faith by the parties using Consultant's current rates it charges for such work. Consultant reserves the right to hold back any uncompensated work. 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 herein expressed. This Agreement embodies the entire understanding of the parties hereto relating to Consultant's services 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  
2620 N. Walnut Ave, Ste. 810  
Bloomington, IN 47404

YAN:  
Yavapai-Apache Nation  
2400 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 in this contract.

#### **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 and Term.

#### **SIGNED BY:**

  
\_\_\_\_\_  
Jon Huey  
Chairman  
Yavapai-Apache Nation

02.17.22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Wilhelm Meya, Executive Director  
for The Language Conservancy

\_\_\_\_\_  
Date

**SCHEDULE "A" - YAN ANA P&M Project  
February 15, 2022 – October 31, 2022**

**I. Objective/scope of work to be performed**

Yavapai-Apache Nation requests that The Language Conservancy undertake "The Yavapai and Apache Dictionaries Project" and TLC agrees to do the following in Year 1:

- Hold two Wipukepa Yavapai Rapid Word Collection (RWC) events
- Develop a Wipukepa Yavapai Dictionary Database of 8,000 words

TLC will be responsible for:

1. Holding two Wipukepa Yavapai Rapid Word Collection (RWC) events
2. Developing a Wipukepa Yavapai Dictionary Database of 8,000 words

YAN will be responsible for:

1. Assigning a Yavapai Co-Project Director who will liaison with TLC, oversee ANA P&M grant, and organize committee work for reviews
2. Recruiting Yavapai Elders to participate in both Rapid Word Collection (RWC) events
3. Utilizing community review committees to conduct periodic review of the project progress and approve content

**Detailed Budget description:**

Description	#	Unit Price	Total
<b>Wipukepa Yavapai Dictionary Database Development Services:</b>			
TLC Web Server Fees, prorated for 9 months	1	\$1,920	\$1,920
RWCs and Database Development, including: <ul style="list-style-type: none"> <li>● TLC Yavapai Linguistic Director: 50% FTE @ \$55,000, prorated for 9 months</li> <li>● TLC Recording Engineer: 50% FTE @ \$50,000, prorated for 9 months</li> <li>● TLC Audio Engineering Assistant: 20% FTE @ \$40,000, prorated for 9 months</li> <li>● TLC Database Technician: 100% FTE @ \$60,000, prorated for 9 months</li> </ul>	1	\$43,440	\$43,440
SUB-TOTAL Wipukepa Yavapai Dictionary Database			\$45,360
<b>TOTAL Development, Production and Materials</b>			<b>\$45,360</b>

**Draft of SCHEDULE "B" - YAN ANA P&M Project  
November 1, 2022 – October 31, 2023**

**I. Objective/scope of work to be performed**

Yavapai-Apache Nation requests that The Language Conservancy undertake "The Yavapai and Apache Dictionaries Project" and will in Year 2:

- Hold Wipukepa Yavapai Re-Recording Collection (RRC) events
- Develop and release the *Wipukepa Online Dictionary* of 8,000 words
- Create a PR Campaign to publicize the release of the *Wipukepa Yavapai Online Dictionary*

TLC will be responsible for:

1. Holding Wipukepa Yavapai Re-Recording Collection (RRC) events
2. Developing and releasing the *Wipukepa Online Dictionary* of 8,000 words
3. Creating a PR Campaign to publicize the release of the *Wipukepa Yavapai Online Dictionary*

YAN will be responsible for:

1. Retaining a Yavapai Co-Project Director who will liaison with TLC, oversee ANA P&M grant, and organize committee work for reviews
2. Recruiting Yavapai Elders to participate in RRCs
3. Utilizing community review committees to conduct periodic review of the project progress and approve content

**Detailed Budget description:**

Description	#	Unit Price	Total
<b>Database Development Services:</b>			
RRCs and Database Development, including:			
<ul style="list-style-type: none"> <li>● Yavapai Linguistic Director: 25% FTE @ \$55,000</li> <li>● Recording Engineer: 25% FTE @ \$45,000</li> <li>● Audio Engineering Assistant: 10% FTE @ \$40,000</li> <li>● Database Technician: 25% FTE @ \$60,000</li> </ul>	1	\$35,200	\$35,200
SUB-TOTAL Wipukepa Yavapai RRCs			\$35,200
<b>Wipukepa Yavapai Online Dictionary Development Services:</b>			
Web Server Fees	1	\$1,920	\$1,920
Wipukepa Yavapai Online Dictionary Development, including:			
<ul style="list-style-type: none"> <li>● App and Web Developer: 100% FTE @ \$60,000</li> <li>● Backend Programmer: 100% FTE @ \$52,000</li> <li>● Publication Specialist: 50% FTE @ \$50,000</li> <li>● Graphic Artist: 30% FTE @ \$45,000</li> </ul>	1	\$120,400	\$120,400

PR Campaign to promote the release of the <i>Wipukepa Yavapai Online Dictionary</i>	1	Free	\$0.00
SUB-TOTAL <i>Wipukepa Yavapai Online Dictionary</i> Development			\$122,320
<b>TOTAL Development, Production and Materials</b>			<b>\$157,520</b>

**Draft of SCHEDULE “C” - YAN ANA P&M Project**  
**November 1, 2023 – October 31, 2024**

**I. Objective/scope of work to be performed**

Yavapai-Apache Nation requests that The Language Conservancy undertake “The Yavapai and Apache Dictionaries Project” and will in Year 3:

- Develop and release a *Wipukepa Yavapai Dictionary App* of 8,000 words
- Publish and distribute 500 copies of the print *Wipukepa Yavapai Dictionary*
- Create PR Campaigns to publicize the release of the *Wipukepa Yavapai Dictionary App* and the first print run of the *Wipukepa Yavapai Dictionary*

TLC will be responsible for:

1. Developing and releasing a *Wipukepa Yavapai Dictionary App* of 8,000 words
2. Publishing and distributing 500 copies of the print *Wipukepa Yavapai Dictionary*
3. Creating PR Campaigns to publicize the release of the *Wipukepa Yavapai Dictionary App* and the first print run of the *Wipukepa Yavapai Dictionary*

YAN will be responsible for:

1. Retaining a Yavapai Co-Project Director who will liaison with TLC, oversee ANA P&M grant, and organize committee work for reviews
2. Utilizing community review committees to conduct periodic review of the project progress and approve content

**Detailed Budget description:**

Description	#	Unit Price	Total
<b>Digital Dictionary Development Services:</b>			
Web Server Fees	1	\$1,920	\$1,920
Digital Dictionary Development Costs for Dictionary Apps for Wipukepa Yavapai including: <ul style="list-style-type: none"> <li>● Yavapai Linguistic Director: 25% FTE @ \$55,000</li> <li>● Recording Engineer: 10% FTE @ \$45,000</li> <li>● Audio Engineering Assistant: 20% FTE @ \$40,000</li> <li>● Database Technician: 50% FTE @ \$60,000</li> </ul>	1	\$68,000	\$68,000
PR Campaigns to promote the release of the <i>Wipukepa Yavapai Dictionary App</i> ,	1	Free	\$0.00
SUB-TOTAL Digital Dictionary Development			\$69,920
<b>Print Dictionary Production and Materials:</b>			
Print Production Costs for <i>Wipukepa Yavapai Dictionary</i> , including: <ul style="list-style-type: none"> <li>● Publication Specialist: 25% FTE @ \$50,000</li> <li>● Graphic Artist: 25% FTE @ \$45,000</li> </ul>	1	\$19,000	\$19,000
200 copies of print <i>Wipukepa Yavapai Dictionary</i>	200	\$40	\$8,000

PR Campaigns to promote the release of the <i>Wipukepa Yavapai Dictionary</i> 's first print run	1	Free	\$0.00
SUB-TOTAL <i>Print Dictionary Production and Materials</i>			\$27,000
<b>TOTAL Development, Production and Materials</b>			<b>\$96,920</b>

## PROJECT SUMMARY

This project aims to revitalize one of the ancestral languages of Yavapai-Apache Nation, Wipukepa Yavapai, by increasing the number of Wipukepa Yavapai language-learning resources. To meet this goal, we will create print, online, and mobile app dictionaries for Wipukepa Yavapai.

For the Yavapai Dictionary project, we will create the first comprehensive online database for the Wipukepa Yavapai language. The word base for this database will be developed through two Rapid Word Collection community events. By the end of these RWCs, we will have collected approximately 10,000 new words and recorded pronunciations 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. Finally, we will publish and distribute one print run of 500 copies of the print *Wipukepa Yavapai Dictionary* in Year 3.

### Activities:

In **Year 1** (“Schedule A”), TLC will complete **2** steps for this project:

- 1) Hold two Yavapai RWC events that will render 8,000 new words
- 2) Create a comprehensive database (Wipukepa Yavapai Dictionary Database) of 8,000 words, glosses, and audio tracks from both RWC events

In **Year 2** (“Schedule B”), TLC will complete **3** steps for this project:

- 1) Hold a series of Wipukepa Yavapai Re-Recording Collection (RRC) events and integrate processed re-recordings into the existing database
- 2) Develop and release the *Wipukepa Online Dictionary* of 8,000 words
- 3) Create a PR Campaign to publicize the release of the *Wipukepa Yavapai Online Dictionary*

In **Year 3** (“Schedule C”), TLC will complete **3** steps for this project:

- 1) Develop and release a *Wipukepa Yavapai Dictionary App* of 8,000 words
- 2) Publish and distribute 500 copies of the print *Wipukepa Yavapai Dictionary*
- 3) Create PR Campaigns to publicize the release of the *Wipukepa Yavapai Dictionary App* and the first print run of the *Wipukepa Yavapai Dictionary*

Please see attached Objective Work Plan for more details on project activities and deadlines.