

RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION

WHEREAS, due to the extreme drought affecting land utilized by members of the White Mountain Apache Tribe grazing livestock on the Fort Apache Indian Reservation, and

WHEREAS, grain is available through the Commodity Credit Corporation and the Department of Agriculture.

BE IT RESOLVED by the Council of the White Mountain Apache Tribe as follows:

SECTION 1. The Council requests the Bureau of Indian Affairs to request the Department of Agriculture to furnish feed grains under Section 407 of the Agriculture Act of 1949 as amended, the Commodity Credit Corporation Charter Act, as amended and Executive Order 11336.

SECTION 2. That the Chairman is hereby authorized to sign for and on behalf of the White Mountain Apache Tribe a Disaster Relief Feed Agreement between the Bureau of Indian Affairs and the White Mountain Apache Tribe, said agreement containing, without limitation, the following:

I. This agreement entered into this 26 day of May between the Bureau of Indian Affairs, Department of the Interior, hereafter styled Bureau, and the White Mountain Apache Tribe of Indians, hereinafter styled Tribe, defines responsibilities and establishes procedures to be followed in providing feed grain for Indian-owned subsistence livestock in distress areas designated pursuant to law and is made in conformity with that certain Memorandum of Understanding No. 4, between the Department of Agriculture and the Department of the Interior dated January 11, 1963, hereinafter styled Memorandum No. 4, a copy of which is attached to this agreement.

II. It is agreed that the Bureau will:

1. Advise the Tribe of designated distress areas. Such designated areas to be described in sufficient detail to prevent distribution of grain to non-eligibles outside of the designated distress areas.

2. Assign agency personnel, as the requirements of other Bureau programs will permit, to cooperate with authorized representatives of the Tribe to the extent of furnishing technical advice on all aspects of Memorandum No. 4, and this agreement.

3. Make available to the authorized representatives of the Tribe, the official register of permits containing the names of all Indian permittees using the range and the number of each class of livestock grazed by each permittee as shown by the latest livestock census, and such other pertinent information as may be available.

4. Prepare and promptly transmit to the Commodity Credit Corporation hereinafter styled CCC, requests in writing from the authorized representatives of the Tribe setting forth the kind and quantity of designated feed grain, destination, delivering railroad carrier, consignee and date delivery at destination is desired.

5. When notified of the origin point, destination, and approximate date of shipment of feed grain, promptly transmit such information to the authorized representatives of the Tribe, and obtain as soon as possible after unloading, official weight certificates, or the best weights obtainable if official weights are not available with respect to each shipment received.

6. Provide the Tribe with copy of reports made in connection with a feed grain program.

7. Promptly transmit progress and other reports furnished by the Tribe to CCC through regular Bureau channels.

8. Maintain and preserve for five (5) years after the calendar year in which the feed grains are received, accurate records of distribution and make them available for examination by the Department of Agriculture representatives of request.

III. It is agreed that the Tribe will:

1. Incorporate this agreement in a resolution and adopt the same, authorizing and agreeing to the stipulations contained herein and in Memorandum No. 4, prior to placement of the initial order for grain.

2. Prepare a final report immediately, if not already an accomplished fact, in any prior feed grain program.

3. Accept the definition of terms and agree to fulfill the Tribal responsibilities, cited in Memorandum No. 4.

4. Provide Tribal Funds, based on estimates submitted by the Tribal Chairman with the advice of the Superintendent, adequate to finance the contemplated program. Costs and charges shall include, but are not limited to the following:

(A) In the event the Tribe does not submit reports to the Bureau as required by this agreement, the Area Director is authorized to use any Tribal funds for the hiring of personnel to have reports completed and submitted as required by this agreement.

(B) All transportation and accessorial charges or other costs accruing after arrival of a shipment of grain at the original billed destination or the point to which the shipment was ordered diverted by the CCC pursuant to request of the Bureau for the Tribe. These costs include, demurrage and other costs and charges for receiving, storing, handling, bagging and distribution of the designated feed grains to eligible members.

(C) Pay to CCC promptly upon demand, CCC's statutory minimum sales price for unrestricted use of the same class, grade, and quality of the designated feed grains involved, as determined by CCC, in effect on the date that the CCC acknowledge receipt of the Bureau's order for such feed grain, whenever it is determined by the Executive Vice-President of the CCC that any designated feed grains made available to the Tribe under this agreement and Memorandum No. 4, have been improperly distributed by the Tribe.

5. Authorize the Secretary of the Interior or his authorized representative to pay any bona fide obligation of the Tribe from any funds on deposit in the United States Treasury to the Credit of the Tribe, in the event the Tribe fails to pay promptly on demand any obligation arising from this agreement and Memorandum No. 4.

6. Compile and furnish the Bureau a list of eligible members, prior to placement of the initial order for grain. This list shall show by "Designated district", the name, permitted number of qualifying livestock owned, excluding horses, and the quantity of feed grain required without exceeding the daily allowance to maintain each eligible member's livestock for the period of the program. Certify that each member listed for designated feed grain is eligible in accordance with the definition given in Memorandum No. 4.

7. Furnish the Bureau with delivery schedules not less than fifteen (15) days in advance of the desired delivery date, listing the kind, quantity (not less than a carload), destination, and date delivery of grain to destination desired.

8. Furnish the Bureau with a list kept up to date of tribal employees authorized to receipt to the railroad for carload deliveries of grain at destination and require such employees to furnish the Superintendent or his authorized representative as soon as possible after unloading official weight certificates, or the best weights obtainable if official weights are not available, with respect to each carload shipment received.

9. Negotiate rental agreements for grain storage facilities in towns peripheral to the Reservation. Procure labor, supplies, materials, equipment and truck transportation for unloading, storing, bagging, and distributing grain to eligible members.

10. Prepare and submit promptly all reports as designated in this agreement in quadruplicate and such other reports as required by the Bureau for compliance with the conditions of Memorandum No. 4. Failure to submit reports required to the Bureau, promptly within the time limits set, shall be considered non-compliance. This non-compliance shall be sufficient grounds, upon report to CCC, and if determined by CCC, to require the Tribe to pay for all feed grain received.

A) Progress reports due in the Superintendent's office on 1st and 15th of each month will contain the following data:

- 1) Total amount of grain received during reporting period \_\_\_\_\_ pounds
- 2) Total amount of grain received under the Program \_\_\_\_\_ pounds
- 3) Total amount of grain delivered to eligible livestock operators during reporting period \_\_\_\_\_ pounds
- 4) Total amount of grain delivered to eligible livestock operators under the Program \_\_\_\_\_ pounds
- 5) Total amount of grain on hand \_\_\_\_\_ pounds

B) A final report is to be submitted within 30 days after completion or termination of the program, and will include the following additional information:

- 1) Number of applicants refused feed grain because they had sufficient means, cash or credit to feed livestock \_\_\_\_\_
- 2) Number of applicants refused feed because they would not promise to dispose of livestock in excess of their permit \_\_\_\_\_
- 3) Number of applicants who received grain \_\_\_\_\_
- 4) Number of applicants in item 3 who received grain and had livestock in excess of permit \_\_\_\_\_
- 5) Number of animal units covered by grazing permits for applicants who received feed \_\_\_\_\_

11. Notify the Superintendent promptly of any violation of, or non-compliance with the requirements of this agreement or Memorandum No. 4.

12. Deliver feed grain only to eligible members and withhold further deliveries to any member who violates the terms or conditions under which feed grain was delivered to him.

13. Complete the distribution of any designated feed grain in its possession within the time specified by CCC, in the event that CCC terminates the delivery of free designated grains either entirely or with respect to a specific designated disaster area.

#### IV. Termination

This agreement shall remain in effect until superseded by a new agreement or cancelled by the Bureau due to non-availability of feed grain, from the CCC.

The foregoing resolution was on May 26, 1971 duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

  
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Acting Chairman of the Tribal Council

  
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Secretary of the Tribal Council

