

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

WHEREAS, the Tribal Council of the White Mountain Apache Tribe has requested assistance from the Indian Health Service for the installation of sanitation facilities for 42 units of Tribal Housing in a project proposal dated January, 1984, known as Project No. PH 83-555, and

WHEREAS, the White Mountain Apache Utility Authority has adopted a resolution approving the attached Memorandum of Agreement, and


WHEREAS, the Indian Health Service has requested an agreement by and between the Indian Health Service and the White Mountain Apache Tribe and the White Mountain Apache Utility Authority; such agreement having been proposed to the Tribal Council, and

WHEREAS, the Tribal Council having reviewed and considered the provisions of said agreement, including the project summary incorporated therein.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes and directs the Tribal Chairman, or in his absence, the Vice-Chairman, to execute the agreement for the construction of domestic sewage disposal facilities for Indian homes in the Community of Cibecue on the Fort Apache Indian Reservation for Project PH 83-555.

The foregoing resolution was on May 21, 1984 duly adopted by a vote of 9 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).

  
\_\_\_\_\_  
Chairman of the Tribal Council

  
\_\_\_\_\_  
Secretary of the Tribal Council

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE WHITE MOUNTAIN APACHE TRIBE  
AND  
THE WHITE MOUNTAIN APACHE UTILITY AUTHORITY  
FOR  
42 UNITS OF TRIBAL HOUSING  
FORT APACHE INDIAN RESERVATION  
GILA AND NAVAJO COUNTIES, ARIZONA

PUBLIC LAW 86-123

PROJECT NUMBER PH 83-555

JOBS BILL

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH RESOURCES AND SERVICES ADMINISTRATION  
INDIAN HEALTH SERVICE  
PHOENIX AREA OFFICE

FEBRUARY 1984

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE WHITE MOUNTAIN APACHE TRIBE  
AND  
THE WHITE MOUNTAIN APACHE UTILITY AUTHORITY  
FOR  
SEWAGE DISPOSAL FACILITIES  
FOR  
42 UNITS OF TRIBAL HOUSING  
FORT APACHE INDIAN RESERVATION  
GILA AND NAVAJO COUNTIES, ARIZONA

PUBLIC LAW 86-121

PROJECT NUMBER PH 83-555

JOBS BILL

THIS AGREEMENT, made among the United States of America, acting through the Indian Health Service, Department of Health and Human Services, under and pursuant to Section 7(a)(3) of Public Law 86-121, (73 Statute 267), the White Mountain Apache Tribe, hereinafter called the Tribe, acting through the Tribal Chairman, and the White Mountain Apache Tribal Utility Authority, hereinafter called the Utility Authority, acting through the Chairman of its Board of Directors.

WHEREAS, the Tribe, and the Utility Authority desire to obtain satisfactory water-supply and sewage-disposal facilities for residents of Indian homes on the Fort Apache Indian Reservation, and

WHEREAS, the Tribe, acting through the Chairman of the White Mountain Apache Tribal Council, by a project proposal submitted to the Indian Health Service in January 1984, requested assistance under Public Law 86-121 in the construction of sewage disposal facilities for Indian families in the community of Cibecue on the Fort Apache Indian Reservation, and

WHEREAS, the contribution by the IHS is conditioned on and limited by the availability of funds for the purposes of this agreement. In the event that actual construction of this project cannot be initiated, for any reason by

Oct. 1984, the IHS reserves the right to cancel the project and use the funds earmarked therefore for other projects which lack impediments to prompt construction. If the condition which impeded construction is resolved following such cancellation, the IHS Phoenix Area will give high priority to funding the project from appropriations for sanitation facilities.

WHEREAS, the Indian Health Service desires to help provide satisfactory domestic water supply and sewage disposal facilities for residents of the Fort Apache Indian Reservation.

NOW THEREFORE, to carry out the project as set forth in the attached Project Summary entitled "Sewage Disposal Facilities for 42 Units of Tribal Housing, Fort Apache Indian Reservation, Gila and Navajo Counties, Arizona", the parties mutually agree:

TRIBAL AND UTILITY AUTHORITY RESPONSIBILITIES

1. That the Tribe consents to grant the Indian Health Service all right-of-way on or over Tribal lands as the Indian Health Service judges necessary to design and install all facilities provided, and waives any claims for compensation and damage for these rights-of-way except those which may be recognized under the Federal Tort Claims Act.
2. That the Tribe grants permission for the Indian Health Service and its representatives to enter upon or cross Tribal lands to carry out the project, as proposed in the attached Project Summary and provided for in this Agreement, and further agrees to waive all claims for damages that may arise because of such entry upon Tribal lands, except those which may be recognized under the Federal Tort Claims Act.

3. That the Tribe, acting through the Utility Authority, will levy and collect service charges from users sufficient to keep all facilities in proper operating condition and will enforce ordinances governing the proper use of these facilities, and maintain and accept the transfer of all off lot sewer service lines.
4. That the Tribe through its various programs will provide all plant, labor, tools, equipment, materials, and supplies necessary to construct portions of the project which are beforehand mutually agreed upon by the Tribal program and the Indian Health Service at the unit cost mutually agreed upon in advance and in writing by the District Engineer and the appropriate Tribal Program Director, according to plans and specifications supplied by the Indian Health Service Engineers.
5. That the Tribe will procure materials and equipment as required to complete various portions of the project and will provide procurement and delivery services at cost plus 5.25 percent overhead for these services, when requested by the Indian Health Service Engineer.
6. That the Tribe agrees to notify the Indian Health Service of the location of each proposed homesite prior to construction to enable the Indian Health Service to inspect and approve each homesite for the feasibility of installations of sanitation Facilities.
7. That the Tribe will provide employees as determined necessary by the Indian Health Service to complete the work outlined in the above mentioned Project Summary.

8. That the Tribe agrees that the Tribal personnel will be paid at the prevailing wage rates for employees engaged in temporary or seasonal construction projects authorized and funded under Public Law 86-121. Payments for salaries of personnel shall be debited from a separate tribal account specifically designated for this purpose.
9. That the Tribe agrees to provide personnel as long as the need exists as determined by the Indian Health Service.
10. That the Tribe agrees that Indian Health Service will provide supervision for the Tribal employees and will have the authority to initiate any personnel action regarding these employees.
11. That the Tribe agrees that the Tribal employees will be covered by the Tribe's workman's compensation insurance, in the event of a on-the-job injury.

#### INDIAN HEALTH SERVICE RESPONSIBILITIES

1. That the Indian Health Service will provide without charge to the Tribe, Utility Authority, or individual homeowner, all materials, supplies, equipment, labor, and technical services necessary to construct all on site sewage disposal facilities for each new and existing house, as described in the above mentioned project summary, unless said facilities are installed by one of the various Tribal Programs.
2. That the Indian Health Service will provide, without charge to the Tribe, all necessary plans, specifications and technical services required for all on site water supply and waste disposal facilities to be constructed by any of the various Tribal programs.

3. That the Indian Health Service will provide without charge instructions on the proper use, operation, maintenance, and protection of the sanitation facilities to all homeowners who receive facilities described in the above mentioned Project Summary.
4. That it is the responsibility of the Indian Health Service to inspect and approve all on-site facilities.
5. That the Indian Health Service shall, after the construction of facilities by a Tribal program, and upon receipt of as-built drawings and a Tribal invoice, transfer funds to the Tribe for actual quantities installed at the prices agreed upon by the Program Director and District Engineer.
6. That the Indian Health Service will provide to the Tribe, materials and/or equipment lists, specifications and bidder lists for the procurement of materials, and equipment to be procured through the Tribe, and will advance up to 80 percent of the cost estimate of these materials and/or equipment to the Tribe. The remaining balance and a 5.25 percent overhead will be contributed to the Tribe upon receipt of vendor invoices and Tribal invoices reflecting the 5.25 percent markup of vendor invoices.
7. That the Indian Health Service will provide funds for one month of anticipated labor costs, and payroll administrative costs of 5.25 percent of the anticipated labor costs for the Tribal employees. Upon receipt of acceptable monthly costs vouchers, funds will be advanced for the next month's anticipated cost. The funding provided by the IHS for labor, materials, and construction costs shall not exceed \$300,000.00.

8. That it is understood that if the Indian Health Service determines that the work is not progressing at a satisfactory pace, utilizing the Tribal employees, the Indian Health Service will discuss the matter with the Tribe. If progress remains unsatisfactory after written notice to the Tribe, the Indian Health Service will cease utilization of Tribal employees and will accomplish the work by other means.
9. That in view of contributions made and responsibilities undertaken by the individual Tribal members, upon completion of the project, the Indian Health Service will transfer to the head of each household, without charge, all individual on lot facilities, including sewer service lines, and all off lot sewer service lines, mains and lagoon cells to the Utility Authority. The Indian Health Service agrees to this transfer with the understanding that the head of each household will then be responsible to operate, maintain and repair his individual facilities.
10. That the Indian Health Service will complete the project as soon as practical within the limit of the Project Engineer's schedule and to the extent of the availability of funding.
11. The Tribe agrees that all funds contributed from Indian Health Service will be placed in a Special Bank Account specifically designated to receive and disburse funds related to this project. No part of the funds in the Account shall be commingled with other funds of the Tribe prior to withdrawal thereof from the Special Bank Account. Funds in the Account may be withdrawn solely for the purposes of making payments for items of allowable cost or to reimburse the Tribe for such items of allowable cost. Any interpretation required as to the proper use of funds shall be made in writing by the IHS Project Officer. The tribe also agrees to provide IHS with a monthly report, on forms provided by IHS, showing the receipts and disbursements of this account.



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE WHITE MOUNTAIN APACHE TRIBE  
AND  
THE WHITE MOUNTAIN APACHE UTILITY AUTHORITY  
FOR  
THE INSTALLATION OF WASTEWATER FACILITIES  
FOR  
42 UNITS OF TRIBAL HOUSING  
PROJECT NUMBER PH 83-555

FOR THE WHITE MOUNTAIN APACHE TRIBE:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, White Mountain Tribal Council,  
having been authorized to enter into this  
Agreement on behalf of the White Mountain  
Apache Tribe, as evidenced by the attached  
copy of a resolution passed by the Tribal  
Council.

FOR THE WHITE MOUNTAIN APACHE UTILITY  
AUTHORITY:

4-17-84

Date

*Sarah Johnson*  
Chairman, Board of Director, White Mountain  
Apache Utility Authority, having been  
authorized to enter into this Agreement on  
behalf of the White Mountain Apache Utility  
Authority, as evidenced by the attached  
copy of a resolution passed by the Utility  
Authority.

FOR THE UNITED STATES OF AMERICA:

3-28-84

Date

*Angela D. ...*  
Director, Phoenix Area Indian Health Service,  
Department of Health and Human Services.

RESOLUTION OF THE  
WHITE MOUNTAIN APACHE UTILITY AUTHORITY  
FORT APACHE INDIAN RESERVATION

PH 83-555

WHEREAS, for the White Mountain Apache Utility Authority to obtain domestic sewage disposal facilities for 42 units of Tribal housing in Cibecue on the Fort Apache Indian Reservation, Arizona, it is necessary for the Utility Authority to enter into a Memorandum of Agreement with the United States Public Health Service, and

WHEREAS, this Memorandum of Agreement has been considered by the Utility Authority and approved in terms and conditions, now therefore,

BE IT RESOLVED, that the Chairman is authorized hereby to enter into this Agreement on behalf of the White Mountain Apache Utility Authority.

I, the undersigned, as Secretary for the White Mountain Apache Utility Authority, hereby certify that the Commissioners of the Authority are composed of \_\_\_\_\_, of whom \_\_\_\_\_, constituting a quorum, were present at the meeting held on \_\_\_\_\_ and that the foregoing resolution was adopted by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

  
Secretary, White Mountain Apache Utility  
Authority

DEPARTMENT OF  
HEALTH, EDUCATION, AND WELFARE  
PUBLIC HEALTH SERVICE  
DIVISION OF INDIAN HEALTH

PROJECT PROPOSAL FOR PROVISION OF SANITATION FACILITIES (P.L. 86-121) PH 83-555

1. NAME AND ADDRESS OF INDIAN TRIBE OR GROUP

White Mountain Apache Tribe, P.O. Box 700, Whiteriver, Arizona 85941

2. DESCRIPTION OF TYPE OF FACILITIES NEEDED

Completion of Central Sewer System for the community of Cibecue.

3. IS THERE A COMPREHENSIVE PLAN FOR IMPROVING SANITATION FOR YOUR RESERVATION OR COMMUNITY

YES  NO

4. IF ITEM 3 IS YES, DOES THE PROPOSED PROJECT FIT INTO THE PLAN

YES  NO

5. IF ITEM 3 IS NO, DOES YOUR TRIBE OR GROUP INTEND TO ADOPT A PLAN

YES  NO N.A.

6. COULD YOUR TRIBE OR GROUP MAKE A CONTRIBUTION TOWARD THE PROJECT OF

FUNDS  YES  NO LABOR  YES  NO OTHER (Specify)

7. WILL YOUR TRIBE OR GROUP BE WILLING TO ASSUME RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF FACILITIES WHEN COMPLETED

YES  NO

8. DOES YOUR TRIBE OR GROUP HAVE LAWS OR REGULATIONS WHICH WILL HELP IN THE MAINTENANCE OF SANITARY FACILITIES THAT WOULD BE ACQUIRED

YES  NO

9. IF ITEM 8 IS NO, WOULD YOUR TRIBE OR GROUP BE WILLING TO ADOPT SUCH REGULATIONS

YES  NO N.A.

10. NAME AND ADDRESS OF ORGANIZATION AND OFFICIAL THAT WILL BE DESIGNATED TO REPRESENT YOUR TRIBE OR GROUP IN DEALING WITH THE PUBLIC HEALTH SERVICE

Ronnie Lupe, Chairman, White Mountain Apache Tribe  
P.O. Box 700  
Whiteriver, Arizona 85941

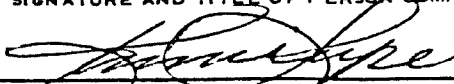
11. REMARKS (Include pertinent comments not covered above)

The Tribal Utility Authority will charge User Fees sufficient to cover operation and maintenance expenses for these facilities.

12. DATE

1/84

13. SIGNATURE AND TITLE OF PERSON COMPLETING THE PROJECT PROPOSAL



14. TO BE COMPLETED BY PUBLIC HEALTH SERVICE REPRESENTATIVE

FORWARD 3 COPIES OF THIS PROPOSAL TO:

MEDICAL OFFICER IN CHARGE, Carle Alchay - Nash, MD  
(Name and Address of Indian Health Facility)