

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

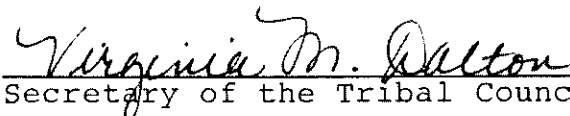
- WHEREAS, Tribal Social Services has entered into a contract with Arizona State University, which contract is a subcontract under the Social Services 638 Contract, to provide for a Child Protective Services training program; and
- WHEREAS, Arizona State University will provide a Child Protective Services training program for Tribal Social Services on the Fort Apache Indian Reservation and for the benefit of the White Mountain Apache Tribe; the scope of work and said contract is attached hereto, and incorporated by reference herein; and
- WHEREAS, this contract between Tribal Social Services and Arizona State University will enhance the efforts of the Child Protective Services Unit of Tribal Social Services, and improves services to the Tribe and the children living on the Fort Apache Indian Reservation; and
- WHEREAS, the Tribal Council of the White Mountain Apache Tribe approves and acknowledges the contract made between Tribal Social Services and Arizona State University as a valid contract, and it was within the power and authority of Tribal Social Services to enter into such contract.
- BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves and acknowledges the contract between Tribal Social Services Department and Arizona State University for the provision of a Child Protective Services training program, to be conducted on the Fort Apache Indian Reservation and for the benefit of the White Mountain Apache Tribe.

Resolution No. 02-92-036

The foregoing resolution was on February 13, 1992, duly adopted by a vote of nine for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (b) of the Amended Constitution and Bylaws 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

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FEB 27 1992

FORT APACHE INDIAN AGENCY
WHITERIVER, ARIZONA

AGREEMENT

NO. 92-0184

THIS AGREEMENT is made and entered into as of the 6th day of September, 1991, by and between the White Mountain Apache Tribe (hereinafter called "Tribe"), and the Arizona Board of Regents for and on behalf of Arizona State University (hereinafter called "ASU").

WHEREAS, the Tribe desires that ASU perform certain services as described in the scope of work attached hereto and incorporated herein as Exhibit A, and ASU desires to perform such services within the Fort Apache Indian Reservation upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF WORK.** ASU shall use all reasonable and diligent efforts to perform the services and deliver any reports or other items specified in Exhibit A attached hereto, and incorporated herein.

2. **INVESTIGATORS.** ASU shall provide Edwin Gonzalez-Santin, Sr., Research Specialist, School of Social Work, as Principal Investigator for work under this agreement. Edwin Gonzalez-Santin shall not be replaced without prior consent of the Tribe.

3. **PERIOD OF PERFORMANCE.** The period of performance under this agreement is specified as October 15, 1991 through October 14, 1992, unless sooner terminated pursuant to Section 4, or cancelled pursuant to Section 11 or 12 of this agreement.

4. **TERMINATION.** Either party may at any time terminate this agreement by giving the other party not less than thirty (30) days prior written notice. The Tribe shall remain responsible for payment to ASU for all work performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments made and incurred in the conduct of the research before the termination.

5. **COMPENSATION.** Tribe shall pay ASU a total of \$88,694.00 for ASU's services hereunder. Tribe shall remit not less than \$17,738.80 (20%) of the total contract price upon execution by both parties of this agreement. The remaining amount of the contract price due under this agreement shall be paid upon receipt of invoices from ASU issued monthly for the duration of the period of performance. Invoices are due and payable within thirty (30) days.

6. **NOTICES.** All notices under this agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid and addressed to the following individuals:

For ASU:

or Ben Fasano
Office of Sponsored Programs Administration
Attention: Joanie King, Assistant Director
Arizona State University
Tempe, Arizona 85287-1603

Copy to: Edwin Gonzalez-Santin
School of Social Work

For Sponsor:

White Mountain Apache Tribe
Department of Social Services
Attention: David Ingram
P.O. Box 1870
Whiteriver, Arizona 85941

7. **PUBLICATIONS.** The Tribe recognizes that under ASU policy the results of work performed under this agreement must be publishable and agrees that ASU and its employees and students engaged in work under this agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this agreement. Proposed manuscripts shall be furnished to the Tribe for review prior to publication. ASU recognizes that the Tribe shall also be free to present at symposia or professional meetings, and to publish methods and results of the work performed under this agreement. In no event will ASU or the Tribe delay publication for more than thirty (30) days from date of submittal of manuscript for review. ASU, its employees and students involved in the performance of work under this agreement, must comply with the Federal Privacy Act.

8. **CONFIDENTIALITY.** ASU and the Tribe shall be responsible for the protection of confidential or proprietary information. Any proprietary information disclosed by the Tribe to an ASU employee shall be governed by non-disclosure agreements between the Tribe and such ASU employee.

9. **NONDISCRIMINATION.** The parties agree to comply with all applicable state, federal and tribal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action; provided that this section

shall not conflict with the Tribal Employment Rights Office of the White Mountain Apache Tribe.

10. **CANCELLATION FOR CONFLICT OF INTEREST.** Notice is hereby given that this contract is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes.

11. **CANCELLATION FOR NONAPPROPRIATIONS.** The parties recognize that performance by ASU under this agreement may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature at any time fail to appropriate the necessary funds for such performance, then, by written notice to the Tribe, ASU may cancel this agreement and have no further duty or obligation hereunder. The Tribe recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.

12. **INDEPENDENT CONTRACTOR.** ASU is an independent contractor and shall be solely responsible for all applicable federal and state payroll taxes, FICA, FETA of its employees. ASU employees shall not be considered employees of the Tribe, and neither ASU nor the Tribe's personnel will, by virtue of this agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the opposite party to its employees.

13. **NEWS RELEASE.** Neither party may use the name of the other in news releases, publicity, advertising, or other promotion, without the prior written consent of the other party, except for documents used for internal consumption by either party or as

otherwise required by operation of law.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement may not be modified or amended except by written instrument signed by both parties hereto.

15. **LEGAL COSTS.** In the event that either party shall initiate any action of law, whether in court or otherwise, against the other which is in any way connected with this agreement, or should intervene in any action or proceeding wherein the other is a party in order to enforce or protect its interest or rights hereunder, the successful party in any such action shall recover and receive from the other party reasonable attorney's fees and court costs, in connection with any such action, or any appeal thereof.

16. **CLAIMS AND DISPUTES.** The Tribal Court of the White Mountain Apache Tribe shall have exclusive jurisdiction over any claim or dispute against the White Mountain Apache Tribe arising from this contract.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first hereinabove written in Whiteriver Arizona, within the exterior boundaries of the Fort Apache Indian Reservation.

ARIZONA BOARD OF REGENTS,
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY

By Janice D. Bennett
Janice D. Bennett
Interim Assistant Director
Office of Research & Creative
Activities

Date: 12-2-91

WHITE MOUNTAIN APACHE TRIBE

By Dave Ingram
Dave Ingram, Director
Tribal Social Services

Date: 11-20-91

OFFICE OF AMERICAN INDIAN PROJECTS
 OUTLINE OF
 WORK STATEMENT

A. WHITERIVER CHILD PROTECTIVE SERVICES TRAINING MODEL

THE OFFICE OF AMERICAN INDIAN PROJECTS WILL ENDEAVOR TO WORK COLLABORATION WITH THE WHITE MOUNTAIN APACHE TRIBE, AND REPRESENTATIVES, TO DEVELOP AND IMPLEMENT A CHILD PROTECTIVE SERVICE (CPS) TRAINING MODEL WHICH WILL REFLECT SPECIFIC LOCAL NEEDS AS WE AS IDENTIFY PROCESSES WHICH ARE NECESSARY TO "TRAIN THE TRAINERS."

B. GOALS AND OBJECTIVES:

1. THE INTENT BEHIND THE TRAINING MODEL IS THAT THE TRIBE BUILD ITS CAPACITY FOR DELIVERING CHILD PROTECTIVE SERVICE EDUCATION AND TRAINING TO ITS PERSONNEL WHO SERVE CHILDREN AND THEIR FAMILIES. COMMUNITY DEVELOPMENT STRATEGY WILL BE USED WHICH WILL ENABLE THE COMMUNITY TO

(a) ASSESS THE EXPRESSED NEED FOR CERTIFICATION OF TRIBAL WORKERS SO AS TO DETERMINE FEASIBILITY AND CAPABILITY FOR ESTABLISHMENT OF CERTIFICATION PROCEDURES;

(b) ENHANCE ITS COORDINATION OF CHILDREN'S SERVICES;

(c) INITIATE THE DEVELOPMENT OF A, OR SUPPORT AN ALREADY ESTABLISHED, PROCESS WHICH BUILDS COORDINATION AMONG PROGRAM MANAGERS, TRIBAL ADMINISTRATORS AND COMMUNITY LEADERSHIP;

(d) MUTUALLY TO IDENTIFY AND UTILIZE TRAINERS FROM WITHIN THE COMMUNITY AND, AS WELL, FROM STATEWIDE CPS TRAINING NETWORKS.

2. THE PROJECT INTENDS TO COMMIT ITSELF TO A COLLABORATIVE EFFORT WITH THE WHITE MOUNTAIN APACHE TRIBE TO IDENTIFY THE ELEMENTS WHICH ARE REQUISITE IN BUILDING THE NECESSARY SYSTEM WHICH WILL MAINTAIN THE PROJECT'S OUTCOMES, ONCE ITS TENURE ENDED, THROUGH:

(a) IDENTIFICATION AND RECRUITMENT OF A PLANNING AND REVIEW PANEL,

(b) JOINT ACTIVITIES WITH THE INTERAGENCY COORDINATION COMMITTEE,

(c) EXPLORING WITH THE COMMUNITY LEADERSHIP THE POSSIBILITIES FOR THE DEVELOPMENT OF STANDARDS FOR CERTIFICATION OF CPS WORKERS

3. THE FOCUS OF THE PROJECT WILL BE ON WORKING JOINTLY IN

(a) DEVELOPING CURRICULUM, AND PRODUCING PROFESSIONAL MATERIALS,

(b) IDENTIFYING TRIBAL PERSONNEL TO RECEIVE THE TRAINING

(c) PROVIDING THE NECESSARY TRAINING IN PARTNERSHIP BETWEEN THE TRIBE AND ARIZONA STATE UNIVERSITY, AND

(d) EVALUATING THE RESULTS OF TRAINING.

C. ADMINISTRATION AND MANAGEMENT (ASU COMPONENT).

1. PERSONNEL

- a. PROJECT DIRECTOR (PRINCIPAL INVESTIGATOR)
- b. PROJECT MANAGER
- c. PROJECT SECRETARY
- d. STUDENT STAFF (3)

2. ROLES & RESPONSIBILITIES

a. THE UNIVERSITY ASSIGNS ONE PERSON, DESIGNATED AS PRINCIPAL INVESTIGATOR (P.I.), WHO WILL ASSUME PRINCIPAL RESPONSIBILITY FOR A RESEARCH PROJECT AND ACT AS OFFICIAL REPRESENTATIVE OF THE UNIVERSITY IN THE CONTRACTUAL RELATIONSHIP. IN THE SCHOOL OF SOCIAL WORK POLICY IS TO ASSIGN THIS ROLE TO THE TEACHING FACULTY INVOLVED, IN THIS CASE, THE DIRECTOR OF THE OFFICE OF AMERICAN INDIAN PROJECTS, EDWIN GONZALEZ-SANTIN. IT WILL BE THE RESPONSIBILITY OF THE PRINCIPAL INVESTIGATOR, AS PROJECT DIRECTOR, TO PROVIDE THE FINAL ACCOUNTABILITY AND DOCUMENTATION FOR THE ACTIVITIES OF THE RESEARCH PROJECT. THE TASKS ASSOCIATED WITH THIS RESPONSIBILITY INCLUDE GENERAL ADMINISTRATIVE DIRECTION, SUPPORT OF, AND CONSULTATION TO, THE PROJECT MANAGER.

b. THE PROJECT MANAGER WILL HAVE THE DAY TO DAY MANAGEMENT RESPONSIBILITY FOR CURRICULUM DEVELOPMENT TASKS COORDINATED WITH WHITERIVER STAFF THE IDENTIFICATION AND RECRUITMENT OF PLANNING AND POLICY REVIEW ADVISORY PANEL; RESEARCH PREPARATION OF INFORMATION AND RESOURCES FOR REVIEW ADVISORY PANEL; PRESENTATION OF INFORMATION, RESOURCE RECOMMENDATIONS TO THE ADVISORY PANEL; EXECUTING AND IMPLEMENTING PROGRAM OBJECTIVES AS GUIDED BY ADVISORY PANEL AND COLLABORATING PROFESSIONALS; ADMINISTRATIVE TASKS OVERSEEING BUDGET (ASU COMPONENT), DELEGATING OF TASKS AND ASSIGNMENTS, COORDINATING AND COMMUNICATING AMONG PARTICIPANTS, ORGANIZING TASKS RELATED TO WORK FLOW BETWEEN COLLABORATORS WHITERIVER DEPARTMENT OF SOCIAL SERVICES OFFICE OF AMERICAN INDIAN PROJECTS; SUPERVISORY TASKS WORK PERFORMED BY ASU SUBORDINATES (SECRETARY, STUDENT ASSISTANTS).

THE PROJECT MANAGER WILL GENERATE PROGRESS REPORTS ON A QUARTERLY SCHEDULE, SUBMISSION DATE(S) TO BE ARRANGED BY MUTUAL CONSENT BETWEEN THE PRINCIPALS INVOLVED. IN ACCORDANCE WITH UNIVERSITY POLICY, REPORTS WILL BE REMITTED TO THE OFFICE OF SPONSORED PROGRAMS WHICH SERVES AS THE CONDUIT FOR CONTRACTED PROJECTS. THE PROJECT MANAGER WILL ASSIST THE DIRECTOR WITH THE FINAL REPORT.

D. PRODUCTS.

THE CONTRACTOR WILL DEVELOP AND PRODUCE, AS PART OF ITS PACKAGE OF DELIVERED SERVICES, THE FOLLOWING:

1. CPS CURRICULUM WHICH WILL BE COMPOSED OF KNOWLEDGE, SKILLS AND VALUES WHICH REFLECT THE COMMUNITY AND ESSENTIAL INFORMATION FOR THE DELIVERY OF CHILD PROTECTION SERVICES IN THE WHITE MOUNTAIN APACHE COMMUNITY. THE INFORMATION WILL BE GATHERED THROUGH A COMMUNITY STRATEGY WHEREBY LOCAL INFORMANTS, EXISTING POLICIES AND LAWS WILL BE REVIEWED AND INFORMATION EXTRACTED TO AUGMENT MATERIAL WHICH HAVE BEEN DEVELOPED BY THE OFFICE OF AMERICAN INDIAN PROJECTS AND ITS COLLABORATORS.
2. LOCAL COMMUNITY PERSONNEL, WHO HAVE BEEN IDENTIFIED IN THE TRIBE, WHO SHALL BE TRAINED IN THE CURRICULUM THAT HAS BEEN DEVELOPED. ADDITIONALLY, THESE PERSONNEL WILL BE GIVEN INSTRUCTION AND TRAINING ON TEACHING METHODS.
3. ONE OF THESE PRODUCTS WILL SERVE PARAPROFESSIONALS AS A UTILITY REFERENCE BOOKLET USING MEDIA TECHNIQUES TO PRODUCE FLOW CHARTS DESCRIBING ORGANIZATIONAL STRUCTURE AND PROCESSES, GRAPHIC IMAGES ILLUSTRATING SYSTEMS AND PROTOCOLS, AND DIRECTORIES WHICH PROVIDE INSTANT ACCESS TO IMPORTANT SOURCES OF HELP AND INFORMATION IN CRISIS SITUATIONS.
4. QUARTERLY REPORTS WILL TRACE THE PROGRESS OF THE PROJECT. THEY WILL BE COMPILED SYSTEMATICALLY FROM BOTH LOCATIONS, THE COMMUNITY SITE AND THE SCHOOL OF SOCIAL WORK.
5. THE FINAL REPORT WILL BE THE DESCRIPTION OF THE PROCESS FOR DELIVERING THE TRAINING WITH THE AIM OF PRODUCING A MODEL FOR REPLICATION. IT WILL CONTAIN, ALSO, RECOMMENDATIONS FOR DEVELOPMENT OF STANDARDS AND PROCEDURES FOR CERTIFICATION. FINALLY, IT WILL DESCRIBE INSTRUMENTS FOR EVALUATION.

TASKS/ACTIVITIES

1 Identify, select Committee for Project Planning & Review

2 Site visits (on-going)

3 Identify curriculum components

4 Identify Personnel: Local trainers, Outside personnel, ancillary speakers

5 Identify community resources

6 Develop curriculum

7. Provide training, teaching

8 Evaluate Training

9 Planning & Review (Periodic)

10 Final report of development

KEY STAFF	1	2	3	4	5	6	7	8	9	10	11	12	13	EXPECTED PRODUCTS
PH PI PC	0	H	D	J	F	N	A	H	J	J	A	S	0	1: Advisory Committee
PH PI														2 Orientation, commi surveys, coordina
PPRC PH PI PC														3 Outline curriculum Training
PH PC														4 List of trainees, community leadersh
PH PI PC PH														5 Directory of commu Resources
PH PC														6 Handbook, vldoes,
PH PI PC														7 63 hours CPS Train
PH PPRC														8. Pre- and Post test students
PH PI														9 Advise ment pertaln curriculum content and process.
														10 Final report

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

- WHEREAS, the Bureau of Indian Affairs awarded a contract for a resurfacing project on BIA roads within the Fort Apache Indian Reservation, and the resurfacing was done by placing a layer of oil on the current road surface and then covering that oil with sand; and
- WHEREAS, this resurfacing method has not proven to be adequate because the oil is not penetrating the previous road surface properly; and
- WHEREAS, several accidents have occurred above Stago Curve and the Cosen's turnoff in Seven Mile because this new road surface is slippery and creating a glass-like surface on the road; and
- WHEREAS, the Tribal Council of the White Mountain Apache Tribe is advised of this problem and the corrective action suggested is that these roads be resurfaced with a chip seal method.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby request Agency Superintendent Ben Nuvamsa to direct Carl Christenson, Supervisor of the BIA Roads Department to resurface slick surfaces, where the oil and sand resurfacing method has not properly penetrated, with chip seal.

The foregoing resolution was on February 13, 1992, duly adopted by a vote of eight for and zero 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 Bylaws 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

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


WHEREAS, District III Councilmember Randall Massey, Jr. on behalf of the East Fork Community has verbally presented a petition from the community requesting authorization from the Tribal Council to expend funds from the East Fork Land Claims fund to purchase and install a baseball backstop and two (2) complete basketball goals at an estimated total cost of \$2,487.00; and

WHEREAS, Mr. Massey avows that he will submit a written community petition to the Tribal Council Secretary in the very near future; and


WHEREAS, the Tribal Council is agreeable to granting this request.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the expenditure of \$2,487.00 from the East Fork Land Claims fund for the purpose of purchasing and installing a baseball backstop and two (2) complete basketball goals in the East Fork Community.

The foregoing resolution was on February 13, 1992, duly adopted by a vote of nine for and zero 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 Bylaws 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