

RESOLUTION OF THE GOVERNING BODY OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and authority under said Act: and
- WHEREAS, the Constitution and Bylaws of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities for the welfare and benefit of the Tribe and Tribal members; and
- WHEREAS, There is a continued need for a donated Commodities Distribution Program on the Fort Berthold Reservation; and
- WHEREAS, The Commodities Distribution Program benefits eligible American Indian households living in the communities of Watford City, Killdeer, Halliday, Beulah, and Garrison, North Dakota; and
- WHEREAS, The Three Affiliated Tribes, Tribal Business Council through their Human Resources Department will continue to increase and improve their capabilities of providing more accessible and effective Health and Human Services through the continued provision of the Commodities Distribution Services: and
- WHEREAS, The Three Affiliated Tribes has, in the past, contracted for the operation of this program.
- NOW, THEREFORE BE IT RESOLVED, that the Tribal Business Council desires to recontract with the State Department of Public Instruction, U.S. Department of Agriculture for continued Commodity Service operations; and
- BE IT FURTHER RESOLVED, that the Three Affiliated Tribes requests that \_\_\_\_\_ be granted for this purpose.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members, of whom 7 constitutes a quorum, 10 were present at a REGULAR Meeting, thereof duly called, noticed, convened and held on the 13 day of JUNE, 1985; that the forgoing resolution was duly adopted at such meeting by the affirmative vote of 9 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said resolution has not been recinded or amended in anyway.

CHAIRPERSON (VOTING) ~~(NOT VOTING)~~  
Dated this 13<sup>th</sup> day of JUNE, 1985.

ATTEST:

[Signature]  
Chairperson, Tribal Business Council

[Signature]  
Secretary, Tribal Business Council

## AGREEMENT

In order to effectuate the purposes of the Commodity Distribution Program (31 F.R. 14297) and the regulations and amendments issued thereto governing the Operating Expense Funds for expanding and improving distribution to households, the Department of Public Instruction hereinafter referred to as the "Department" and the part whose name and address appear in Item 1, page 1 of this form, hereinafter referred to as the "Recipient Agency" covenant and agree as follows:

1. The Department shall, to the extent of funds available, make payments to the Recipient Agency to assist them in meeting operating expenses for the following purposes:
  - A. Increasing the availability and quality of existing commodity distribution programs for households.
  - B. Encouraging low-income households, including special groups such as the aged, infirm Indians, and migrants, to participate in commodity distribution programs for households.
  - C. Coordinating educational efforts in nutrition for the benefit of households participating in commodity distribution programs.
2. The Recipient Agency agrees:
  - A. To conduct a commodity distribution program to needy households pursuant to existing agreements, and amendments thereto, between the Department and the Recipient Agency.
  - B. To expend funds received solely for the purpose of operating a commodity distribution program and in no event use funds to pay any portion of any expenses if reimbursement or payment therefore is claimed or made available from any other Federal sources, nor shall such funds be used to reduce the amount of funds derived from State or local government sources in distributing commodities to households.
  - C.
    - (1). To maintain and retain for 3 years from the close of the Federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under the Agreement, and to be responsible for the recipient for the Agency of Operating Expense Funds and for the distribution of those funds for the approved purpose(s):
    - (2). Keep such accounts and records as may be necessary to enable this Department to determine whether there has been compliance with this Application Agreement and to be responsible for the report.
    - (3). Permit representatives of the Department and of the General Accounting Office of the United States to inspect, audit and copy such records and accounts at any reasonable time.
  - D. To submit monthly reports on Form ND 31 covering expenditures made from funds received under this Agreement. This form shall constitute a claim for allowable expenses and must be signed by and authorized representative of the Tribal Council.
  - E. To employ persons at a level commensurate with, and not in excess of, those paid for comparable positions or work in local government in the same geographic area when using Monetary Support Program funds; no person employed shall be paid less than the Federal minimum wage scale.

- F. To prepare, under the supervision of the North Dakota State Agency, a monthly report providing distribution and inventory figures of commodities received and other statistical information as required by the Department. This report shall be submitted to the Department not later than the 5th working day of the month following the month being reported. Commodities will be received for by a representative of the recipient Indian Agency.
- G. That when assets acquired with funds provided under the Operating Expense Funds are (1) sold, (2) no longer available for use in a Federally-sponsored program, or (3) used for purposes not authorized by this Department, the equity of this Department in the Asset Cost will be refunded in the same proportion as the Department participation in its cost. In case any assets are traded on new items, only the net cost of the newly acquired assets is allowable.
- H. The distributing agency or, where applicable, recipient agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-353), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that no person in the United States shall, on the grounds of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimburseable expenditures, grant or donation of Federal property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the distributing agency or, where applicable, recipient agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the distributing agency or, where applicable, recipient agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The Person or persons whose signatures appear are authorized to sign this assurance on the behalf of the program applicant.

3. This Agreement shall be effective for the period commencing the \_\_\_ day of \_\_\_\_\_ 19\_\_ and ending the following September 30 unless terminated sooner.

This Agreement may be terminated upon 30 days' notice on the part of either parts hereto, and the Department may terminate this Agreement immediately upon receipt of evidence that the terms and conditions have not been fully complied with by the Recipient Agency. In either case, restitution must be made in accordance with 2 (G) of this Agreement and audits permitted in accordance with 2 (C) of this Agreement.

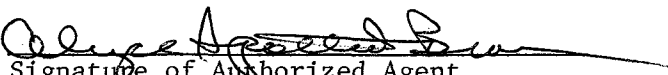
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CERTIFICATION: We certify that the information in this Application-Agreement is true and correct to the best of our knowledge and that funds requested are needed for the purpose listed.

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Name of Recipient Agency

The State of North Dakota  
Department of Public Instruction

  
Signature of Authorized Agent

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Signature of Superintendent

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Title of Authorized Agent

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Date

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Date