

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

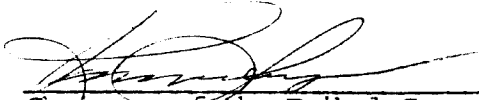
WHEREAS, the Tribal Council of the White Mountain Apache Tribe is advised by the Head Start Program, that continued participation by the Tribe in the Federally-funded Child Care Food Program requires that a written contract between the Tribe and the State of Arizona Board of Education be entered into setting forth the respective rights and responsibilities of each party thereto, and

WHEREAS, the Tribal Council has reviewed the proposed contract, as presented, a copy of which is attached hereto, and by reference incorporated herein, and

WHEREAS, the Tribal Council approves of said contract, for the purpose of continuing and maintaining the Child Care Food Program and other federal benefits authorized thereunder.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes and directs the Tribal Chairman to execute the "Intergovernmental Food Service Agreement", hereinabove referenced and attached hereto, between the Tribe and the State of Arizona Department of Education, for the contract term of October 1, 1983 to September 30, 1984.

The foregoing resolution was on September 07, 1983 duly adopted by a vote of 6 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

RECEIVED

SEP 12 1983

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ



Secretary of the Tribal Council

WHITE MOUNTAIN APACHE HEAD START

Child Care Feeding Program
1982-1983 School Year

	Food Service Food Supplies <u>Personnel Costs</u>	<u>Reimbursements</u>
Sept. '82	\$ 6,933.60	\$ 2,880.18
Oct.	\$10,265.03	\$ 3,757.55
Nov.	\$ 9,939.13	\$ 2,815.92
Dec.	\$ 8,723.51	\$ 3,475.73
Jan.	\$ 9,904.61	\$ 3,717.99
Feb.	\$ 9,562.54	\$ 3,610.09
Mar.	\$10,095.63	\$ 3,671.36
Apr.	\$10,463.92	\$ 6,415.77
May	<u>\$ 8,385.19</u>	<u>\$ 2,764.09</u>
TOTAL:	\$84,273.16	TOTAL:\$33,108.68

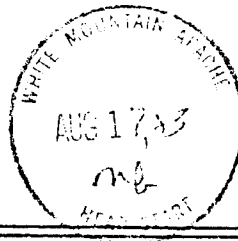
Reimbursement Rates:

Lunch: \$ 1.2025
Snack: \$.33

FOOD SERVICE AGREEMENT
SCHOOL YEAR 1983 - 84

A.G. CONTRACT NO. 0011

Return Two Agreements with
Original Signatures to:
Arizona Department of Education
Food and Nutrition Unit
1535 West Jefferson
Phoenix, AZ 85007



_____ ; hereinafter referred
to as the "SPONSOR" (Statutory Title of Applicant)

agrees to enter into a contract with the State Board of Education for participation
in one or more of the following programs:

- | | |
|--------------------------------------|-------------------------------------|
| 1. [] National School Lunch Program | 7. [X] Food Distribution Program: |
| 2. [] School Breakfast Program | [] National School Lunch Program |
| 3. [] Special Milk Program | [] Charitable Institutions |
| 4. [] Summer Food Program | [X] Child Care Programs |
| 5. [] Commodity School Program | [] Summer Camps |
| 6. [X] Child Care Food Program | [] Elderly Feeding |
| | [] Summer Food Program |
| | [] Special Presidential Program |

The following Exhibits are attached and incorporated by reference:

- A, Food Distribution Program and E, Pricing/Nonpricing Policy Statement
- B, Child Care Food Program
- C, Summer Food Program
- D, Special Milk Program and E, Pricing/Nonpricing Policy Statement

1. This agreement is entered into pursuant to Arizona Revised Statutes Section 11-951, et seq., (A.R.S. 11-951 is applicable only if the sponsor is a public agency) and Section 15-1152, between the State Board of Education, "STATE AGENCY," and the SPONSOR as a contract for participation in one or more of the Child Nutrition Programs as administered by the Food and Nutrition Unit, Arizona Department of Education.
2. PURPOSE. The purpose of this agreement is to effectuate the National School Lunch and Child Nutrition Acts, 42 U.S.C.; as amended, Agriculture Act, 7 U.S.C.; Food and Agriculture Act, 7 U.S.C.; Agriculture and Consumer Protection Act, P.L. 93-86; and agreements between the United States Department of Agriculture, (hereinafter referred to as the "DEPARTMENT") and the State Board of Education.
3. AUTHORITY.
 - A. The STATE AGENCY is authorized to enter into this agreement by virtue of Arizona Revised Statutes Section 15-203 and 15-1152.
 - B. The SPONSOR is authorized to enter into this agreement by virtue of Tribal Council
Resolution
4. TERM. The SPONSOR agrees that the period of this contract shall begin on October 1, 1983 and shall terminate on September 30, 19 84.

5. COVENANTS OF SPONSOR.

The SPONSOR agrees to:

- A. Accept federal funds and/or U.S.D.A. foods in accordance with applicable requirements and regulations as set forth in the Code of Federal Regulations, Title 7, parts 210 to 250, as amended; and Office of Management and Budget, Circular A-102, and any other applicable statute, guideline or regulation.
- B. Operate a nonprofit program using all income therefrom solely for the operation and improvement of such service, except such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings;
- C. Meet the minimum nutritional requirements of the Programs entered into per this Agreement, or if a food service management company operates the program, make certain that it fulfills the terms of this Agreement;
- D. Submit all reports in accordance with procedures established by the DEPARTMENT or the STATE AGENCY;
- E. Maintain, in the storage, preparation, transport, and service of food and milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations;
- F. Purchase, in as large quantities as may be efficiently utilized in the program, foods designated as plentiful by the DEPARTMENT and/or STATE AGENCY;
- G. Maintain necessary facilities for storing, preparing, and serving foods and milk;
- H. Maintain full and accurate records of the Program, and retain such records for a period of three (3) years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;
- I. Provide adequate supervisory and operational personnel for overall monitoring and management of each food-service operation, including adequate personnel to visit all food-service sites and to promptly take actions as necessary to correct deficiencies found at the time of visit;
- J. The STATE AGENCY and federal grantee agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the SPONSOR which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The SPONSOR shall maintain all required records for three years after the end of the fiscal year in which the Agreement terminated and all other pending matters are closed;
- K. Have tax exempt status under the Internal Revenue Code of 1954, or is moving toward compliance with the requirements of the aforementioned section in accordance with 7 C.F.R. §226.15 (a) or participates in another federal program which requires nonprofit status;
- L. The SPONSOR agrees to hold in strictest confidence any and all information obtained in the performance of this contract. No information obtained under this contract shall be published or otherwise distributed in any form without the express written permission of the State Board of Education, except for the terms of this contract;

M. The SPONSOR or recipient agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (42 U.S.C. 2000d et seq), Title IX of the Education Amendments of 1972, (20 U.S.C. 1681 et seq), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) (29 U.S.C. 794), Age Discrimination Act of 1975 (P.L. 94-135) (42 U.S.C. 6101 et seq), and all requirements imposed by the regulations of the Department of Agriculture (7 C.F.R. Part 15), Department of Justice (28 C.F.R. Parts 42 and 50) and F.N.S. directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground 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, reimbursable expenditures, grant or donation of federal property and interest in 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 SPONSOR 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 U.S.D.A. 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 STATE 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 below are authorized to sign this assurance on the behalf of the program applicant.

N. The SPONSOR recognizes and agrees that such federal financial assistance will be extended in reliance on the representations stated herein and on the attachments and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This contract is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona;

6. COVENANTS OF STATE AGENCY.

- A. The STATE AGENCY agrees to make federal funds and donated United States Department Agriculture foods available to the SPONSOR for programs operated by it as designated in this Agreement in accordance with whichever of the regulations are applicable to such designated programs;
- B. Payments to be made by STATE AGENCY shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims;
- C. Scheduling and approval of reports on behalf of the STATE AGENCY will be done by the Accounting Supervisor for Food and Nutrition in Business Services.

7. ASSIGNMENT. No right or interest in this Agreement shall be assigned or delegation of any obligation owed without the written permission of the other party, and no delegation of any obligation owed, or the performance of any obligation by the SPONSOR shall be made without the written permission of the STATE AGENCY.

8. INDEMNITY. The SPONSOR shall indemnify and hold the STATE AGENCY harmless from any loss, claim, or damage to persons or property arising out of the SPONSOR'S actions.

9. TERMINATION.

A. This agreement may be cancelled upon thirty (30) days' notice in writing by either party. Notwithstanding the foregoing, the STATE AGENCY may cancel this Agreement immediately upon receipt of evidence that the terms hereof are not complied with by the SPONSOR.

B. In the event that funding ceases or becomes unavailable to provide for the terms of this agreement, the STATE AGENCY shall immediately notify the SPONSOR and the SPONSOR shall cease to perform the terms of this agreement.

C. All parties hereby are put on notice that this agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein.

10. AUDIT EXCEPTIONS. The SPONSOR shall repay to the federal government from its funds all monies determined by any financial-compliance audit to be owed to the federal government as the result of a sustained audit exception in connection with any program for which the applicant has received federal funds. If the SPONSOR should fail to make such repayment within 30 days after demand by the State Board of Education, SPONSOR shall pay all reasonable attorneys fees of the State Board in seeking to enforce this paragraph.

11. DISPUTES. Any dispute not disposed of by mutual agreement shall be decided in accordance with the applicable laws, ordinances and codes of the state and local governments.

The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$5,000, or less, exclusive of interest and costs.

PROCUREMENT. Procurement practices shall be in accordance with State Board Rules and Regulations R7-2-701.

- 13. PROPERTY. Food Service Equipment purchased with federal funds shall be used and/or disposed of in accordance with the Property Management requirements as set forth in 7 C.F.R. §226.24 or §230.16 as applicable.
- 14. MODIFICATIONS: This contract/application may be modified only in writing signed by all of the parties or their duly authorized agents.
- 15. BENEFIT. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.
- 16. RESOLUTION. Under the provisions of A.R.S. 11-952, appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving the agreement or contract shall be necessary before any such agreement or contract may be filed or become effective.
- 17. APPENDIX. The SPONSOR must supply copies of their Program Application Policy Statement and Parent Letter/Application, and they shall be considered a part of this Agreement and are incorporated herein by reference.

AGREED TO AND SIGNED:

- 18. Mr. Ronnie Lupe, Tribal Chairman _____
(Print or Type Name and Title) (Signature of Board Designated Official)
- 19. White Mountain Apache Tribe _____
(Sponsor/School) (Date)

OTHERS APPROVED TO SIGN CLAIMS/OFFERINGS

- 20. Mr. Billy Kane, Director _____
(Print or Type Name and Title) (Signature)
Human Service Center Human Service Center
- 21. Mrs. Claude S. Endfield _____
(Print or Type Name and Title) (Signature)
Head Start Director

APPROVED AS TO FORM
 This 24 day of May, 1983
 BOB CORBIN
 Attorney General

By Virginia B. Whitehead
 Assistant Attorney General

STATE BOARD OF EDUCATION

Signature: _____
 (Deputy Associate Superintendent) (Date)

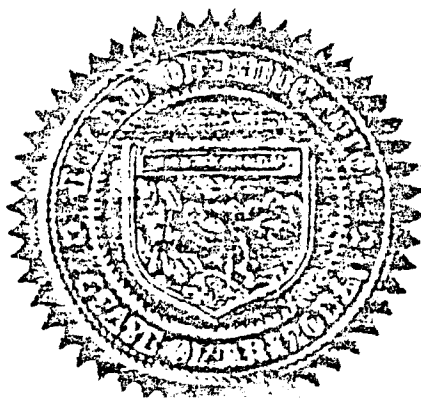
CERTIFICATION

State of Arizona)
)
County of Maricopa)

I, Joyce Golubic, the duly appointed, qualified, and acting Administrative Assistant to the Arizona State Board of Education, do hereby certify that during a regular meeting of said Board held in Phoenix, Arizona on February 28, 1983 the Board, by motion duly made, seconded, and carried, approved and authorized execution of an agreement between the individual, nonprofit public and private institutions throughout Arizona that have been approved for the various Child Nutrition Programs and the State Board of Education, a State Agency, for the purpose of participating in Child Nutrition Programs and Food Distribution Programs.

I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board and that said approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I hereunto set my hand and the Seal of said Board on June 16, 1983.



Joyce Golubic

DIRECTIONS FOR COMPLETING CERTIFICATION PAGE

- (1) County in which the governing Board is located.
- (2) Name of authorized Board member.
- (3) City in which Board meeting was held.
- (4) Date of Board meeting.
- (5) Statutory title of Board.
- (6) Name of individual who will be signing the Agreement (same authorized person as on line 18, page 4, of the Agreement).
- (7) Signature of authorized Board member (same name as on line 2).

CERTIFICATION

State of Arizona)
)
 County of (1) Navajo)

I, (2) Mary C. Endfield, the appointed and qualified member of, and acting on behalf of the Board, do hereby certify that during a regular meeting held in (3) Whiteriver, Arizona, on (4) _____, this Board, by motion made, seconded and carried, approved and authorized execution of an intergovernmental agreement between the (5) White Mountain Apache Tribe and the State Board of Education, a State Agency, for the purpose of participating in Child Nutrition and/or Food Distribution Programs for the period ending September 30, 1984. (6) Ronnie Lupe, Tribal Chairman, has been designated by the Council to sign this agreement.

I further certify that this meeting was duly called and convened and was attended by a majority of the members of the Board and approval has not since been altered or rescinded.

(7) _____
 Tribal Secretary
 White Mountain Apache Tribe

FOOD DISTRIBUTION PROGRAM AGREEMENT

The SPONSOR agrees to:

1. Request and accept donated foods only in such quantities as can and will be utilized without waste. Any Sponsor requesting and accepting donated foods in such quantities that cannot be consumed in the period for which they are allocated may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. If foods are on hand which cannot be efficiently utilized, a report will be made to the State Agency requesting disposition.
2. Receive and use donated foods solely for the benefit of those persons served or assisted by the Sponsor. The foods will not be transferred or used otherwise without prior written approval of the State Agency. U.S.D.A. commodities cannot be sold or traded, but may be transferred by the State Agency when determined to be in the best interest of the program. Normal food expenditures will not be reduced because of the receipt of donated foods.
3. Follow proper storage practices in the handling of donated foods by maintaining correct temperatures, clean, orderly and operational facilities, security, and infestation protection. The sponsor will be liable for losses due to improper handling of donated foods.
4. Report to the State Agency if a loss by theft, fire, spoilage, or other damage occurs. Losses will be immediately reported, and instructions on disposition and handling will be given by the State Agency. A complete written report (Form ADE 45-109) will be submitted so that a claim determination for the full fair value can be assessed.
5. Complete and return offering and inventory forms to the State Agency by the designated due date. Failure to comply may result in a termination of the Food Distribution Program.
6. Pay the stipulated service and handling charge per unit, as determined by the State Agency, within thirty (30) days from date of billing.
7. Defray expense of the program from sales of salvable containers.
8. Comply with instructions from the State Agency to: a) distribute remaining inventory of donated foods, or b) return inventories with reports to State Agency if a program is terminated.
9. Abide by the following when participating in the U.S.D.A. Foods Processing Program:
 - a. Maintain records to support purchases of processed commodity end products.
 - b. Obtain approval of State Agency on all individual processing contracts.
 - c. Release commodities only to authorized representatives of approved processor(s). Submit inventory reports, by due date, on the commodities at the processors.

CHILD CARE FOOD PROGRAM AGREEMENT

The SPONSOR agrees to:

1. Represent and warrant that it will accept final administrative and financial responsibility for total Child Care Food Program operations at all facilities, centers and homes, according to the provisions published as final Child Care Food Program regulations in the Federal Register on August 20, 1982.
2. Have all child care centers and/or day care homes under federal, state, or local licensing or other appropriate approval.
3. Provide organized child care for children in a nonresidential, nonschool situation.
4. Price the total meal as a unit and supply the meals without cost or at a reduced price to children who meet the Secretary's eligibility criteria (for pricing programs who charge separately for food service).
5. Abide by the administrative management plan/budget approved by the State Agency.
6. Certify that each private for-profit child care center under its auspices receives compensation, from amounts granted to the State under Title XX of the Social Security Act, for at least 25 percent of its enrolled children during the month preceding application to the program. The institution shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives such compensation for less than 25 percent of its enrolled children. Such institution also certifies that all centers under this Agreement have the same legal identity as the institution.
7. Notify the State Agency within 30 calendar days of a pending change in ownership of a private for profit day care center.

The STATE AGENCY and SPONSOR mutually agree:

1. To comply with and meet all responsibilities and requirements set forth in 7 CFR, Part 226, Child Care Food Program regulations.
2. That sites may be added or deleted from the attachment and the references to the attachment shall be deemed to include such attachment as supplemented and amended.
3. To terminate program participation effective the date a private-for-profit child care center changes ownership. New owners must apply for program participation under their own name.
4. That the State Agency shall, by the first of each month of operation, provide advance payments to each Sponsor. Determination of advance payment will be based on Sponsor request and State Agency approval.

5. That if the State has reason to believe that an institution will not be able to submit a valid claim covering the period for which an advance has been made, the subsequent month's advance payment shall be withheld until the State receives a valid claim. Payments advanced to institutions that are not subsequently deducted from a valid claim for reimbursement shall be repaid upon demand by the State. Any prior payment that is under dispute may be subtracted from an advance payment.
6. That the Sponsor will receive U.S.D.A. donated foods or cash-in-lieu of foods, as specified on the application (Covenants of State Agency, 5A). Sponsors preferring cash payments in lieu of donated foods will receive such payments. However, those choosing foods may be required to accept cash instead if it is determined by the state distributing agency and U.S.D.A. that it is impractical to receive those foods.

The STATE AGENCY agrees:

1. To promptly notify the service institution of any change in the minimum meal requirements or in the assigned rates of reimbursement or in any other approved reimbursement. The State Agency shall not make any change in minimum meal requirements to become effective less than 60 days after publication of notice thereof.
2. The State shall provide in accordance with regulations, a fair hearing and a prompt determination to any institution aggrieved by the action of the State as it affects the participation of an institution in the Child Care Food Program. A copy of the hearing procedure shall be available upon request to the service institution.