

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

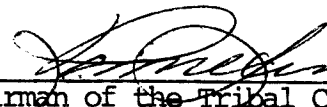
WHEREAS, the Tribal Council has reviewed the proposed contract, as presented, a copy of which is attached hereto, and by reference incorporated herein, and

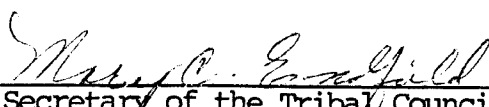
WHEREAS, the Tribal Council approves of said contract, for the purpose of continuing and maintaining the Child Care Food Program and other federal benefits authorized thereunder.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes and directs the Tribal Chairman and in his absence, the Vice-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, 1985 to September 30, 1986.

BE IT FURTHER RESOLVED by the Tribal Council that the execution of this Agreement shall not constitute a waiver of the Sovereign Immunity of the White Mountain Apache Tribe for any purpose.

The foregoing resolution was on September 11, 1985 duly adopted by a vote of 6 for 1 abstention 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

## FOOD SERVICE AGREEMENT

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

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WHITE MOUNTAIN APACHE HEAD START ; hereinafter referred  
to as the "SPONSOR" (Statutory Title of Applicant)

enters into this agreement with the State Board of Education for participation  
in one or more of the following programs:

- |  |  |
|--|--|
| 1. <input type="checkbox"/> National School Lunch Program      | 7. <input type="checkbox"/> Food Distribution Program: |
| 2. <input type="checkbox"/> School Breakfast Program           | <input type="checkbox"/> National School Lunch Program |
| 3. <input type="checkbox"/> Special Milk Program               | <input type="checkbox"/> Charitable Institutions       |
| 4. <input type="checkbox"/> Summer Food Program                | <input type="checkbox"/> Child Care Programs           |
| 5. <input type="checkbox"/> Commodity School Program           | <input type="checkbox"/> Summer Camps                  |
| 6. <input checked="" type="checkbox"/> Child Care Food Program | <input type="checkbox"/> Elderly Feeding               |
|  | <input type="checkbox"/> Summer Food Program           |
|  | <input type="checkbox"/> Emergency Food Program        |
|  | <input type="checkbox"/> Sub-distribution Program      |

The following applicable Exhibits are attached and incorporated herein:

- A, Food Distribution Program
- B1, Child Care Food Program
- B2, Family Day Care Home Program
- C, Summer Food Service Program
- D, Special Milk Program
- E, Pricing/Nonpricing Policy Statement
- F, Charitable Institutions
- G, Nutrition Programs for the Elderly
- H, Sub-distribution Program
- I, Emergency Food Assistance Program
- J, Certification of SPONSOR
- K, Certification of STATE AGENCY

1. This agreement is entered into pursuant to Arizona Revised Statutes Section 11-951, et seq, (Arizona Revised Statutes Section 11-951 is applicable only if the sponsor is a public agency) and Arizona Revised Statutes Section 15-1152, between the State Board of Education, "STATE AGENCY," and the SPONSOR as an agreement for participation in one or more of the Child Nutrition/Food Distribution 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 AGENCY.

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- H. Maintain full and accurate records for every 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 supplying services to any program, 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 (3) years after the end of the fiscal year in which the agreement terminated or after all other pending matters are closed; whichever occurs later;
- 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 CFR 226.15(a) or participates in another federal program which requires nonprofit status; (NOT APPLICABLE TO PROPRIETARY DAY CARE CENTERS.)
- L. The SPONSOR agrees to hold in strictest confidence any and all information obtained in the performance of this agreement. No information obtained under this agreement shall be published or otherwise distributed in any form without the express written permission of the STATE AGENCY, except for the terms of this agreement;
- M. The SPONSOR 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 VI", 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 (7 CFR 15), U.S. Department of Justice (28 CFR 42 and 50) and Food Nutrition Service of the DEPARTMENT 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 SPONSOR, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the program SPONSOR 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.

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C. All parties hereby are put on notice that this agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes 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 SPONSOR has received federal funds. If the SPONSOR should fail to make such repayment within thirty (30) days after demand by the STATE AGENCY, SPONSOR shall pay all reasonable attorneys fees of the STATE AGENCY 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.  
  
In the event of a dispute, the parties agree to use arbitration insofar as required by Arizona Revised Statute Section 12-1518.
12. **PROCUREMENT.** Procurement practices shall be in accordance with STATE AGENCY Rules and Regulations, OMB Circulars A-102 or A-110, and 7 CFR 3015.
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 CFR 226.24 as applicable.
14. **MODIFICATIONS.** This agreement may be modified only in writing signed by all of the parties or their duly authorized agents, at least twenty (20) days prior to the due date for the next claim for reimbursement.
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 Arizona Revised Statutes Section 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, attached as Exhibits J and K, shall be received by the STATE AGENCY before any such agreement may be filed or become effective.
17. **APPENDIX.** Where applicable, each SPONSOR must supply copies of its Program Application Policy Statement, and Parent Letter/Application. These shall be considered a part of this agreement and are incorporated herein.
18. Notice required pursuant to this agreement shall be served personally or by mail upon each party at the addresses specified below in paragraphs 19 and 22.

DIRECTIONS FOR COMPLETING CERTIFICATION PAGE

- (1) County in which the governing board is located.
- (2) Name of authorized governing board member.
- (3) City in which governing board meeting was held.
- (4) Date of governing board meeting.
- (5) Statutory title of governing board.
- (6) Name of individual who will be signing the agreement (same authorized person as on line 18, page 6, of the agreement).
- (7) Signature of authorized governing 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 governing Board, do hereby certify that during a regular meeting held in (3) Whiteriver, Arizona, on (4) \_\_\_\_\_, this governing Board, by motion made, seconded and carried, approved and authorized execution of an 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, 198   . (6) Ronnie Lupe, Tribal Chairman, has been designated by the governing Board 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 governing Board and approval has not since been altered or rescinded.

(7) \_\_\_\_\_  
 Tribal Council 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. DEPARTMENT commodities cannot be sold or traded, but may be transferred with approval of the STATE AGENCY when determined to be in the best interest of the program. Normal food expenditures by the SPONSOR shall 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 shall 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 shall be immediately reported, and instructions on disposition and handling will be given by the STATE AGENCY. A complete written report (Form ADE 45-109) shall be submitted by the SPONSOR 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 due date designated by the STATE AGENCY. Failure to comply may result in a termination of the Food Distribution Program.
6. Pay to the STATE AGENCY 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 applicable reports to STATE AGENCY if a program is terminated.
9. Abide by the following when participating in the DEPARTMENT 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 STATE AGENCY approved processor(s). Submit inventory reports, by due date established by the STATE AGENCY, on the commodities held by 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 of 7 CFR 226.
2. Certify that all child care centers are appropriately licensed or approved.
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 DEPARTMENT'S eligibility criteria. (Applicable for pricing programs.)
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 SPONSOR 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 SPONSOR also certifies that all centers under this agreement have the same legal identity as the SPONSOR.
7. Notify the STATE AGENCY within thirty (30) calendar days prior to 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 226, Child Care Food Program regulations.
2. That sites may be added or deleted from the application upon proper notification to the STATE AGENCY.
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 names.
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.

WHITE MOUNTAIN APACHE HEAD START

Feeding Program Statistics

1984 - 1985

	Food Cost	Supplies Cost	Personnel (Classroom & Cooking Staff) Operating Cost	Administrative Staff	Total CCFP Cost	Arizona State Reimbursement*
May, '85	\$ 3,874.21	\$ 213.72	\$ 3,961.01	\$ 400.80	\$ 8,449.74	\$ 4,561.55
April	\$ 5,077.06	\$ 508.04	\$ 1,765.28	\$ 400.80	\$ 7,751.18	\$ 4,955.33
March	\$ 5,869.78	\$ 306.34	\$ 2,206.60	\$ 306.34	\$ 8,689.06	\$ 5,566.14
Feb.	\$ 4,733.15	\$ 80.66	\$ 1,985.94	\$ 400.80	\$ 7,200.55	\$ 5,071.77
Jan, ;85	\$ 5,260.05	\$ 209.41	\$ 1,875.61	\$ 400.80	\$ 7,745.87	\$ 4,804.00
Dec.	\$ 3,676.29	\$ 77.03	\$ 2,399.17	\$ 400.80	\$ 6,553.29	\$ 3,939.44
Nov.	\$ 5,553.76	\$ 226.70	\$ 1,985.94	\$ 400.80	\$ 8,167.20	\$ 5,452.66
Oct.	\$ 4,608.53	\$ 31.12	\$ 2,537.59	\$ 421.92	\$ 7,599.16	\$ 4,668.99
Sept. '84	\$ 3,641.28	\$ 358.27	\$ 3,166.67	\$ 1,792.24	\$ 8,958.46	\$ 3,640.66
	\$ 42,294.11	\$ 2,011.29	\$ 21,883.81	\$ 4,925.30	\$ 71,114.51	\$ 42,660.99

REIMBURSEMENT RATES:

	Free	Reduced	Paid
Lunch:	\$ 1.3025	\$ .9025	\$ .1250
Snack:	\$ .3575	\$ .1800	\$ .0325

\* 60% of total food costs are reimbursed by the State Dept. of Education