

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 through its Headstart 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 this 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 that Tribal Chairman to execute the "Intergovernmental Food Service Agreement", hereinabove referenced, between the Tribe and the State of Arizona Department of Education, for the contract term of October 1, 1982 to September 30, 1983.

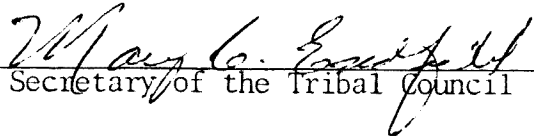
The foregoing resolution was on August 11, 1982 duly adopted by a vote of 7 for and 0 against and 1 abstention by the Tribal Council of the White Mountain Apache Tribe, pursuant to its authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by 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).

RECEIVED

AUG 20 1982

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ


Chairman of the Tribal Council


Secretary of the Tribal Council

Child Care Food Program Costs and
Reimbursements From State

| Month | Total Cost | Amount Reimbursed |
|-----------------|--------------------|--------------------|
| September, 1981 | \$ 5,588.28 | \$ 2,699.92 |
| October, 1981 | \$ 8,970.10 | \$ 4,276.00 |
| November, 1981 | \$ 8,623.72 | \$ 4,294.91 |
| December, 1981 | \$ 6,105.98 | \$ 3,315.02 |
| January, 1982 | \$ 8,033.76 | \$ 3,631.60 |
| February, 1982 | \$ 8,231.41 | \$ 3,630.39 |
| March, 1982 | \$ 10,226.96 | \$ 4,715.83 |
| April, 1982 | \$ 7,421.08 | \$ 3,667.54 |
| May, 1982 | \$ 5,673.96 | \$ 2,820.92 |
| | <u>\$68,875.25</u> | <u>\$33,052.13</u> |

Reimbursement Rate: 48%

INTERGOVERNMENTAL
FOOD SERVICE AGREEMENT

SCHOOL YEAR 1982 - 83

ATTACHED TO FORM

7-1000
APR 1982
Gay L. [Signature]

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

DUE DATE: As Needed

White Mountain Apache Head Start ; hereinafter referred
to as the "SPONSOR" (Statutory Title of Applicant).

applies to the State Board of Education for participation
in one or more of the following programs:

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

1. This agreement is entered into pursuant to Arizona Revised Statutes Section 11-951, et seq, 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 food and 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 USC; as amended, Agriculture Act, 7 USC; Food and Agriculture Act, 7 USC; 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 (see instruction sheet)
4. TERM. The SPONSOR agrees that the period of this contract shall begin on Oct. 1, 1982 and shall terminate on September 30, 19 83.
5. COVENANTS OF SPONSOR.

The SPONSOR agrees to:

 - A. Accept federal funds and/or USDA 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.

- 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 this Agreement, during a period designated as the attendance periods by the SPONSOR, 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 termination of the Agreement and all other pending matters are closed;
- K. Have tax exempt status under Section 501(c)(3) of 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. §226.16 (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. With regard to discrimination because of race, age, color, sex, national origin, or handicap, the SPONSOR agrees to comply with the applicable provisions of:
 - Title IX of the Education Act of 1972,
 - Sections 503 and 504 of the Rehabilitation Act of 1973,
 - Civil Rights Act of 1964,
 - Presidential Executive Order 11246,
 - Governor's Executive Order 75-5,and all other state and federal laws, regulations, and executive orders;

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 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.

12. **PROCUREMENT.** Procurement practices shall be in accordance with State Board of Education Rules.
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. §226.26 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 Program Application Policy Statement, Parent Letter/Application and Exhibits shall be considered a part of this Agreement and are incorporated herein by reference.

AGREED TO AND SIGNED:

18. _____
 (Signature of Authorized Official) _____
 Rennie Lipe, Tribal Chairman
 (Print or Type Name and Title)
19. _____
 White Mountain Apache Tribe
 (Sponsor/School) _____
 (Date)

OTHER AUTHORIZED AGENTS

20. _____
 (Signature) _____
 Billy Kane, Executive Director
 (Print or Type Name and Title)
 Human Service Center
21. _____
 (Signature) _____
 Claude S. Endfield, Director
 (Print or Type Name and Title)
 White Mountain Apache Head Start

STATE BOARD OF EDUCATION

Signature: _____
 (Deputy Associate Superintendent) _____ (Date)

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 G. 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, 1983. (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) *Mary G. Endfield*
 Tribal Secretary
 White Mountain Apache Tribe

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 April 26, 1982 the Board, by motion duly made, seconded, and carried, approved and authorized execution of an intergovernmental agreement with 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 for the period ending September 30, 1982.

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 April 27, 1982.

Joyce Golubic



FOOD DISTRIBUTION PROGRAM AGREEMENT FOR
CHILD CARE FOOD PROGRAM SPONSORS

The following is an amendment to the Child Care Food Program Agreement. This amendment applies to the:

_____ Food Distribution Program

_____ USDA Processing Commodities Program

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. USDA 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 due date.
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. If program is terminated, comply with instructions from the State Agency to: a) distribute remaining inventory of donated foods, or b) return inventories with reports to State Agency.



Food Distribution Program Agreement
Page Two

9. Abide by the following when participating in the USDA Foods Processing Program:
 - a. Maintain records to support purchases of processed commodity end products.
 - b. File refund application with the State Agency on time.
 - c. Obtain approval of State Agency on all individual processing contracts.
 - d. Release commodities only to authorized representatives of approved processor(s).
 - e. Submit inventory reports, by due date, on the commodities at the processors.
 - f. Use money obtained from refunds only for the food service program.

ATTACHMENT
for
CHILD CARE FOOD PROGRAM AGREEMENT

The Sponsor agrees:

1. To 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 listed on ADE 45-117 and 45-115 according to the provisions published as final Child Care Food Program regulations in the Federal Register on January 22, 1980 at 45 FR 4960.
2. To have all child care centers and/or day care homes under federal, state, or local licensing or approval, or to comply with appropriate renewal procedures. If there are no applicable state or local licensing standards, they receive Title XX of the Social Security Act or otherwise demonstrate that they meet either any applicable state or local government licensing or approval standards established under the Child Care Food Program Child Care Standards established by U.S.D.A.
3. To provide organized child care for children in a nonresidential, nonschool situation.
4. To 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. To abide by the administrative management plan/budget approved by the State Agency.
6. To 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.

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 as need arises, and the references to the attachment shall be deemed to include such attachment as supplemented and amended.

3. 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.
4. 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.
5. 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, 6A). 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.

ML/hl/D5/10.5

INCOME GUIDELINES FOR CHILD CARE FOOD PROGRAM - FY 1983

Following are the income guidelines for determining the blended reimbursement rate for CCFP sponsors. These guidelines are prescribed by the Secretary of Agriculture. All children at or below Level I shall qualify for the free reimbursement rate. Children between Level I and Level II shall qualify for the reduced reimbursement rate. Those children over Level II shall qualify for the paid reimbursement rate.

| Family Size | Level I - Free | | | Level II - Reduced | | | Level III Paid |
|---------------------------------------|----------------|---------|--------|--------------------|---------|--------|----------------|
| | Annual | Monthly | Weekly | Annual | Monthly | Weekly | |
| 1 | \$ 6,080 | \$ 507 | \$117 | \$ 8,660 | \$ 722 | \$ 167 | |
| 2 | 8,090 | 674 | 156 | 11,510 | 959 | 221 | |
| 3 | 10,090 | 841 | 194 | 14,360 | 1,197 | 276 | |
| 4 | 12,090 | 1,008 | 233 | 17,210 | 1,434 | 331 | |
| 5 | 14,090 | 1,174 | 271 | 20,050 | 1,671 | 386 | |
| 6 | 16,090 | 1,341 | 309 | 22,900 | 1,908 | 440 | |
| 7 | 18,100 | 1,508 | 348 | 25,750 | 2,146 | 495 | |
| 8 | 20,100 | 1,675 | 387 | 28,000 | 2,383 | 550 | |
| For each additional family member add | \$ 2,000 | \$ 167 | \$ 38 | \$ 2,350 | \$ 238 | \$ 55 | |