

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 Director of the White Mountain Apache Tribe's Rainbow Treatment Center, that participation by Rainbow Treatment Center in the Federally funded Commodity Food Program requires that a written contract between the Tribe and the State of Arizona Board of Education Food and Nutrition Unit be entered into setting forth the respective rights and responsibilities of each party thereto; and

WHEREAS, the Tribal Council and Tribal Legal Department 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 said contract for the benefit of initiating and maintaining the Commodity 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 herein above referenced and attached hereto between the Tribe and the State of Arizona Department of Education, for the contract term of July 1, 1990 to June 30, 1991.

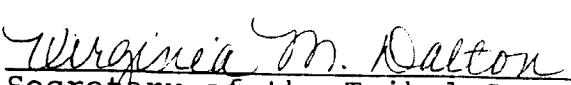
The foregoing resolution was on August 2, 1990, duly adopted by a vote of seven for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (b) (i) of the Amended Constitution and Bylaws of the Tribe, ratified by the Tribe, 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).

RECEIVED



Chairman of the Tribal Council

AUG 7 1990



Secretary of the Tribal Council

Fort Apache Indian Agency
Whiteriver, Arizona

DIRECTIONS:

- (1) County in which the governing board is located.
- (2) Name of governing board member authorized to sign this certification page.
- (3) City in which governing board meeting regarding the agreement was held.
- (4) Date of governing board meeting.
- (5) Legal title of the sponsor's governing board.
- (6) Name of designated official who will be signing the food service agreement (same designated official as on line 1, page 7, of the food service agreement).
- (7) Signature of governing board member (same name as on line 2 of this certification page).

CERTIFICATION

State of Arizona)
)
)

County of (1) NAVAJO)

I, (2) RONNIE LUPE, CHAIRMAN, the duly appointed or elected and qualified Governing Board Member 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) THURSDAY, AUGUST 2, 1990, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5) WHITE MOUNTAIN APACHE TRIBE RAINBOW TREATMENT CENTER 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 June 30, 1991. (6) JOHN D. ZACHER, has been Designated Official designated by the governing board to sign this agreement.

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

(7) John D. Zacher
Governing Board Member

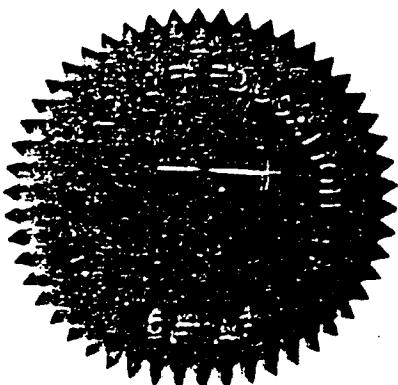
CERTIFICATION

State of Arizona)
County of Maricopa)

I, Corinne Velasquez, the duly appointed and qualified Administrator to the Arizona State Board of Education, do hereby certify that during a regular meeting of said Board held in Phoenix, Arizona, on February 26, 1990, the Board, by motion duly made, seconded, and carried, approved and authorized execution of intergovernmental agreements and contracts between nonprofit, public and private institutions throughout Arizona that have been approved for the various Nutrition Programs and the State Board of Education, acting for and on behalf of the State Department of Education for the purpose of participating in Child Nutrition Programs and Food Distribution Programs not to exceed \$95,300,000.00 for the period ending September 30, 1991.

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 24, 1990.



Connie L. Harrington

FOOD SERVICE AGREEMENT RENEWAL

1990-1991

Return Two Agreements withOriginal Signatures to:

Child Nutrition Unit

Arizona Department of Education

1535 West Jefferson

Phoenix, AZ 85007

This Food Service Agreement Renewal is entered into between the State Board of Education, "STATE AGENCY," and WHITE MOUNTAIN APACHE TRIBE RAINBOW TREATMENT CENTER hereinafter referred to as "SPONSOR" (Legal Name of Sponsor) to continue participation in one or more of the Child Nutrition/Food Distribution Programs as administered by the Child Nutrition Unit, Arizona Department of Education. This renewal extends all provisions of the 1989-1990 Food Service Agreement to cover the period July 1, 1990 through June 30, 1991. Appropriate action has been taken by ordinance, resolution, or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies. The 1989-1990 Food Service Agreement is amended to read:

Exhibit A, Food Distribution Program Agreement required extensive revisions; and the exhibit is attached for the appropriate sponsors.

Exhibit F1, Charitable Institution Program Agreement required extensive revisions; and the exhibit is attached for the appropriate sponsors.

Exhibit F2, Soup Kitchens Agreement required extensive revisions; and the exhibit is attached for the appropriate sponsors.

Exhibit G, item 3: Nutrition Programs for the Elderly Agreement required extensive revisions and the exhibit is attached for the appropriate sponsors.

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

1. National School Lunch Program
2. School Breakfast Program
3. Special Milk Program
4. Commodity School Program

5. Food Distribution Program:

- National School Lunch Program
- Charitable Institutions
- Summer Camps
- Area Agency on Aging (AAA)

FOOD DISTRIBUTION PROGRAM AGREEMENT

Policy/Procedure:

1. The State Agency solicits vendors (Warehouse/Distributor) to distribute United States Department of Agriculture donated food to eligible sponsors. The cost of shipping will be paid by the sponsor. The sponsor is responsible for establishing a Purchase Order with the delivering vendor. The State Agency will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the fiscal year. PAYMENTS are due to the delivering vendor within 30 days of delivery. Shipments will be withheld if the sponsor becomes 90 days in arrears with payments.
2. The Sponsor agrees to accept and order donated foods only in quantities that can be used in a six (6) month period. Any Sponsor ordering donated foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. Sponsor is to notify the State Agency when any loss of, or damage to, donated foods occurs.
3. The Sponsor shall receive and use donated foods only for the benefit of those persons eligible for congregate meals provided by the Sponsor. Foods will not be transferred or used otherwise without prior written approval of the State Agency. Donated Foods shall not be sold or traded, but may be transferred with the 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.
4. Each sponsor shall maintain standards for storage facilities in compliance with 7 CFR 250.14. Verification shall be on hand that necessary protective measures are maintained when storing donated food. Documentation must be available that storage facilities obtained all necessary Federal, State and/or local health inspections or that; a Self-evaluation form for Storage Facilities be completed annually.
5. Sponsor shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of donated foods. All records required in this section shall be retained for a period of five (5) years from the close of the federal fiscal year to which they pertain.
6. Sponsor shall complete, return and maintain a copy of inventory forms provided by the state agency. Failure to comply may result in termination of the Food Distribution Program. Sponsor shall comply with instructions from the state agency to; a) distribute remaining inventory of donated foods, or b) return inventories with applicable reports to the state agency if a program is terminated.
7. Funds received by the Sponsor from sales of salvable containers or salvage of donated foods shall be deposited in Sponsors Food Service Account.
8. Sponsors may elect to participate in the Food Distribution Processing Programs. Cost of the processing and distribution of the end product will be borne by the Sponsor. Participants shall:

CHARITABLE INSTITUTION PROGRAM AGREEMENT

THE SPONSOR REPRESENTS, WARRANTS, AND AGREES:

1. That it is a (1) nonpenal, noneducational public institution; (2) nonprofit, tax-exempt, private hospital; (3) other nonprofit noneducational, tax-exempt private institution organized for charitable or public welfare purposes, including any "school," "service institution," or "nonresidential child care institution" which is not a commodity only school or not a participant in any child nutrition program. Tax exempt refers to exempt from income tax under the Internal Revenue Code as amended.
2. That its primary purpose is noneducational. Vocational training programs for the physically and mentally handicapped or economically disadvantaged, which are not considered to be a part of the school system within the state, may be considered to be rehabilitative rather than educational and, therefore, may receive donated foods as charitable institutions.
3. That it provides a continuing feeding operation in the same place without marked change.
4. That it provides a regular meal service, rather than distributing food in the forms donated.
5. To base the number of needy persons on the criteria set forth in the following subparagraphs:

a. Needy Persons:

Data that shows the number of needy persons receiving benefits under another means-tested program or financial data that show the total annual amount of funds received by the institution that are derived, respectively, from (A) subsidized income and (B) nonsubsidized income. For the purpose of this Section "subsidized income" shall mean income from public tax funds which are provided on behalf of participants that have been determined to be in need of financial assistance through a means-tested program such as Medicaid or income received through private federally tax exempt contributions which are provided for the care of participants which the institution had determined to be in need of financial assistance.

b. Non-needy Persons:

"Nonsubsidized income" shall mean all other income, including payments made on behalf of participants by person legally responsible for their support.

6. That if it is a penal institution, residential halfway house, or prerelease center, it must conduct rehabilitative programs in which a majority (over 50 percent) of the inmates participate at least ten (10) hours weekly in programs of the types described.

SOUP KITCHEN PROGRAM AGREEMENT

REQUIREMENTS:

1. Soup Kitchen sponsors shall meet requirements and regulations of Charitable Institutions as set forth in the Food Service Agreement and specifically Exhibit F1 Charitable Institution Program Agreement,
2. Soup Kitchen program Sponsors are eligible to receive donated foods under the Hunger Prevention Act section 110. Priority for available donated foods under section 110 shall be given to sponsors that prepare meals for the homeless. The primary purpose of Soup Kitchens shall be to meet the needs of the homeless and provide regular congregate meals. Shelter, rehabilitation, training or counseling shall not be the primary purpose of a sponsoring Soup Kitchen.
3. Written documentation supporting the primary purpose of the sponsoring Charitable Institution applying for donated food under section 110 of the Hunger Prevention Act shall be submitted to the State Agency prior to approval for the Soup Kitchen program.