

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 Chaghashe Day Care Center that the Tribe's continued participation in the federally-funded Child Care Food Program requires that a written contract between the Tribe and the State of Arizona Department 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 contracts as presented, a copy of which is attached hereto and by reference incorporated herein; and

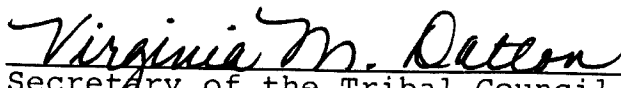
WHEREAS, the Tribal Council approves of said contract for the purpose of continuing and maintaining the Child Care Food Program and other federal benefits authorized thereunder.

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 "Food Service Agreement Renewal" herein above referenced and attached hereto, between the Tribe and the State of Arizona Department of Education for the contract term of October 1, 1991 through September 30, 1992 to participate in the Chaghashe Day Care Center Child Care Food Program.

The foregoing resolution was on September 05, 1991, 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 (a) (b) 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).



Chairman of the Tribal Council



Secretary of the Tribal Council

FOOD DISTRIBUTION PROGRAMS
FOOD SERVICE AGREEMENT
1991-1992

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

WHITE MOUNTAIN APACHE TRIBE, RAINBOW TREATMENT CENTER ("Sponsor")
Legal Name of Sponsor

In order to effectuate the purpose of the following statutes, if applicable: The Child Nutrition Act (CNA) of 1966, as amended (42 U.S.C. et seq.), The Agricultural Act of 1949, as amended (7 U.S.C. 1431), The Agricultural Act of 1956, as amended (7 U.S.C. 1859), The Act of September 6, 1958, as amended (7 U.S.C. 1431b, 7 U.S.C. 1431nt), the Act of August 24, 1935, as amended (7 U.S.C. 612c, 15 U.S.C. 713c), The Mutual Security Act of 1954, as amended (22 U.S.C. 1922), The Disaster Relief Act of 1974, and amended (42 U.S.C. 5179, 5180), The Food and Agricultural Act of 1965, as amended (7 U.S.C. 1446a-1), The Older Americans Act of 1965, as amended (42 U.S.C. 3030a, 3057c), The Agriculture and Consumer Protection Act of 1973, as amended (7 U.S.C. 612cnt), the Food and Agriculture Act of 1977, as amended (7 U.S.C. 2011-2027), the Arizona State Board of Education, hereinafter referred to as the ("STATE AGENCY") and the SPONSOR, whose name appears above, enters into this agreement pursuant to A.R.S. Sections 15-203.B, 15-1151 to -1158, and 11-951, et seq. (if the sponsor is a public agency).

If SPONSOR is a public agency authorization to enter into this agreement is also by virtue of the following laws, including statutes and regulations: _____
(to be completed by sponsor).

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

- Charitable Institutions
- Soup Kitchens
- Summer Camps
- Area Agency on Aging
- Special Milk

The following applicable Exhibits are attached and incorporated herein:

- A, Food Distribution Program
- C, Special Milk Program
- F1, Charitable Institutions
- F2, Soup Kitchens
- G, Area Agency on Aging
- I, Certification of SPONSOR
- J, Certification of STATE AGENCY

The types of rehabilitative programs may be:

- Academic Education - courses at elementary, high school, college, or postgraduate levels, including study release programs.
 - Vocational Education or Training - formal courses or on-the-job training in trades.
 - Employment - work experience involving the acquisition, maintenance, or improvement of trade or professional skills, including work release programs.
 - Clinical or Counseling Service - psychiatric therapy and psychological or other counseling, including chaplaincy services.
 - Health Therapy - treatment of physical handicaps, including drug or alcohol addiction which may have contributed to an inmate's breaking the law.
7. That the Sponsor will designate a representative, who will be charged with the responsibility for the proper management and use of donated foods received. Proper administration will be in accordance with the Food Distribution Agreement. The representative will be authorized to obligate the sponsor's funds and to sign, on behalf of the sponsor, requests for donated foods, reports, or other documents necessary in the U.S. Department of Agriculture Food Distribution Program.
8. To comply with audit requirements as specified in the following subparagraphs:
- a. Nonprofit subrecipients will comply by furnishing information or audits as required by Circular A-110 or by the Arizona Department of Education.
 - b. Governmental subrecipients shall obtain a certified financial audit of their entire operation for a fiscal year which ends during or coincides with the contract period. The certified audit must comply with: (1) generally accepted accounting principles and auditing standards (2) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions by the Comptroller General of the United States (the "Yellow Book"), and (3) the requirements of Federal Office of Management and Budget (OMB) Circular A-128, "Audits of State and Local Governments." Two copies of the audited financial statements, including the management letter with any supplementary information and the auditor's opinion, shall be submitted to the Department within 30 days after the Contractor receives them, but in no circumstance more than 180 days after the close of the subgrantees fiscal year. Subgrantees that receive between \$25,000 and \$100,000 a year must have an audit in accordance with the Single Audit Act and Circular.

9. 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:
 - a) Follow Federal and State Procurement Rules in purchasing end products not bid by the State Agency.
 - b) Release donated foods only to the State Agency approved processor.
 - c) Maintain records to support purchase of processed commodity end products.
 - d) Be held responsible to fulfill commitments to the State Agency and processor.
10. The Sponsor shall permit inspection by the State Agency or Department personnel of the storage facilities and any other areas used in handling donated foods. Sponsor shall also allow inspection of all records including financial records pertaining to the Food Distribution Program.
11. Food Management Companies may use donated foods in the preparation of meals for eligible Sponsors pursuant to a written contract which meets the requirements of 7 CFR 250.12 (c). If a Food Service Management company is used, the Sponsor will submit a copy of the contract to the State Agency annually. Contracts shall provide that:
 - a. Any donated food shall enure only to the benefit of the Sponsor's feeding operation
 - b. Proper inventory controls shall be maintained
 - c. All books and records of the Food Management Company pertaining to the feeding operation of the Sponsor will be available for a period of five (5) years from the close of the fiscal year to which they pertain for inspection and audit.

CERTIFICATION

State of Arizona)
) ss.
County of Maricopa)

I, Corinne Velasquez, the duly appointed and qualified Administrator to the State Board of Education, do hereby certify that during a regular meeting of said Board held in Phoenix, Arizona on September 30, 1988, the Board, by motions duly made, seconded and carried, delegated to the Superintendent of Public Instruction the authority to enter into contracts and agreements, including, but not limited to, intergovernmental agreements on behalf of the State Board of Education. Such contracts and agreements shall be signed on behalf of the Board by C. Diane Bishop, Ray Borane, Barbara Border, or Dr. Tom Neel.

Corinne L. Velasquez

April 24, 1990

CERTIFICATION PAGE

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 6, 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) SEPTEMBER 1991, 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 September 30, 1991. (6) ANTHONY DECLAY, 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) 
Governing Board Member

9. The SPONSOR shall repay to the federal government or STATE AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or STATE AGENCY in connection with any program for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by the STATE AGENCY, SPONSOR shall pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona, for the Assistant Attorney General representing the STATE AGENCY or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
10. In the event of a dispute, the parties agree to use arbitration insofar as required by A.R.S. Section 12-1518, if not in conflict with federal law.
11. Procurement practices shall be in accordance with STATE AGENCY Rules and Regulations, OMB Circulars A-120 or A-110, and 7 CFR 3015. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. Section 41-2501 et seq., and Arizona Administrative Code R2-7-101 et seq.
12. 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. Notice required pursuant to this agreement shall be served personally or by mail upon each party at the addresses specified on the following page.
13. Under the provisions of A.R.S. Section 11-952, appropriate action by ordinance, resolution, or otherwise pursuant to the laws applicable to the public agencies approving the agreement, attached Exhibit I, shall be received by the STATE AGENCY before any such agreement may be filed or become effective.
14. These agreements shall inure to the benefit of and be binding upon the parties and their respective successors, transferees, and assignees.
15. Where applicable, each SPONSOR shall supply copies of its Program Application Policy Statement to the STATE AGENCY. This shall be considered a part of this agreement.

G. RECORDKEEPING REQUIREMENTS

The SPONSOR, where applicable, shall keep full and accurate records of the food service programs to serve as a basis for claims for reimbursement and for audit and review purposes. The records which are to be kept include the following:

Daily number of half-pints milk served free to children under the Special Milk Program.

H. TERMINATION

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

7. Make free milk available (if applicable) to all needy children whenever it is provided under the Special Milk Program.
8. Comply with the requirements of the DEPARTMENT's regulations respecting nondiscrimination (7 CFR Parts 15a, 15b).
9. Maintain in the storage, preparation, and service of food, proper sanitation and health standards in conformance with applicable state and local laws and regulations.
10. Accept and use in as large quantities as can be efficiently utilized in its nonprofit food service program the foods offered as a donation by the DEPARTMENT.
11. Maintain necessary facilities for storing, preparing and serving food and milk.
12. The STATE AGENCY maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the STATE AGENCY. Therefore, to the extent permitted by law, the SPONSOR assigns to the STATE AGENCY any and all claims for such overcharges as to the goods or services used to fulfill the contract.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. 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); the 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; U.S. Department of Justice Enforcement Guidelines; and Food and Nutrition Service ("FNS") directives and guidelines 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 subjected to discrimination under any program or activity for which the program applicant receives federal financial assistance from the DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
2. 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.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of federal nondiscrimination laws and permit authorized DEPARTMENT and/or ADE personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any