

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.

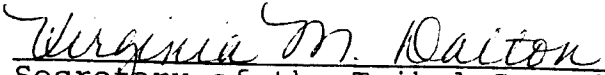
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes and directs the Tribal Chairman to execute the "Food Service Agreement Renewal" herein above referenced and attached hereto, between the Tribe and the State of Arizona Department of Education for the contract term of October 1, 1990 through September 30, 1991 to participate in the Chaghashe Day Care Center Child Care Food Program.

The foregoing resolution was on September 5, 1990, duly adopted by a vote of nine 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).

SEP 17 1990

Fort Apache Indian Agency
White River, Arizona


Chairman of the Tribal Council


Secretary of the Tribal Council

CHILD AND ADULT CARE FOOD PROGRAM
FOOD SERVICE AGREEMENT RENEWAL
1990-1991

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

This Food Service Agreement Renewal is entered into between the State Board of Education, "STATE AGENCY," and hereinafter referred to as "SPONSOR" (Legal Name of Sponsor) to continue participation in the Child and Adult Care Food Program 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 October 1, 1990 through September 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 B1, Child Care Center exhibit is attached for the appropriate sponsors.

Exhibit B2, Family Day Care Home exhibit is attached for the appropriate sponsors.

Exhibit B3, Adult Day Care Centers exhibit is attached for the appropriate sponsors.

Exhibit H, Clean Air/Clear Water Act Compliance is attached for the appropriate sponsors.

The SPONSOR enters into this agreement with the State Board of Education for participation in the Child and Adult Care Food Program.

CERTIFICATION PAGE

EXHIBIT 1

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 2, 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) Virginia M. Dalton, 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 5, 1990, 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, 199 . (6) Ronnie Lupe, 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) Virginia M. Dalton
Governing Board Member

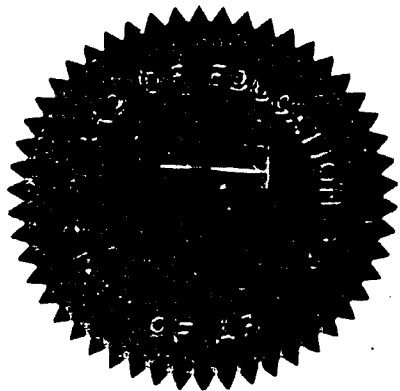
CERTIFICATION

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.



Corinne L. Velasquez

CHILD CARE CENTER AGREEMENT

A. THE SPONSOR AGREES TO:

1. Accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all centers or proprietary Title XX centers.
2. Certify that all child care centers are appropriately licensed or approved.
3. Provide organized care for children in nonresidential setting.
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.

B. THE STATE AGENCY AND SPONSOR MUTUALLY AGREE:

1. To comply with and meet all responsibilities and requirements set forth in 7 CFR 226, Child and Adult Care Food Program regulations.
2. That upon written notification to the STATE AGENCY, sites may be added or deleted from the application.
3. To terminate program participation effective on 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 provide advance payments to each SPONSOR upon application. Determination of advance payment will be based upon the SPONSOR'S request and STATE AGENCY approval consistent with the requirements of 7 CFR 226.7(h).
5. Payments advanced to SPONSORS that are not subsequently deducted from a valid claim for reimbursement shall be repaid upon demand by the STATE AGENCY. Any prior payment that is under dispute may be subtracted by the STATE AGENCY from an advance payment.

EXHIBIT H

CLEAN AIR/CLEAN WATER ACT COMPLIANCE

1. The SPONSOR herein promises that any facility to be utilized in the performance of this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities as of the date of submitting this agreement.
2. The SPONSOR further agrees that he will not use any facility on the List of Violating Facilities in the performance of this agreement for the duration of the time that any such facility remains on the List.
3. The SPONSOR further promises to notify the state agency if it intends to use in the performance of this agreement any facility on the List of Violating Facilities or learns or knows that it has been recommended to be placed on the List of Violating Facilities.
4. The SPONSOR additionally promises that it will, in the performance of this agreement, comply with all requirements of the Clean Air Act (42 USC 1857 et. seq.) and the Clean Water Act (33 USC 1251 et. seq.) including the requirements of section 114 of the Clean Air Act and section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SPONSOR further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(H)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and EPA regulations found at 40 CFR Part 15 (which prohibit the use of facilities on the EPA List of Violating Facilities). In addition to notifying the STATE AGENCY of facilities to be used which are on the Violating List, SPONSOR also agrees to notify the United States EPA Assistant Administrator for Enforcement.