

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

- WHEREAS,** the White Mountain Apache Police Department is the Tribal agency responsible for law enforcement within the boundaries of the Fort Apache Indian Reservation; and
- WHEREAS,** the White Mountain Apache Police Department has submitted a proposal to the Tribal Council to enter into a cooperative intergovernmental agreement with the Arizona Department of Public Safety for the establishment of a joint-DUI enforcement detail directed towards the apprehension of intoxicated drivers; and
- WHEREAS,** the State of Arizona has agreed to provide the funds for payment of overtime wages and compensation of White Mountain Apache Police employees on the joint detail and the White Mountain Apache Tribal Police Department has agreed to provide personnel and pay the regular wages and compensation of such personnel; and
- WHEREAS,** the Tribal Council has reviewed the proposed reimbursement agreement and is agreeable to authorizing the Tribal Chairman to execute said agreement with specific language restricting joint activities on the Reservation, reaffirming the sovereignty of the Tribe over law enforcement within its Reservation and restricting enforcement by DPS to the State right-of-way that traverses the Reservation except if cross deputized by Tribal police officers and in the company of a Tribal police officer who must supervise any fresh pursuit outside the State right-of-way and further, that the Arizona Department of Public Safety is not to act independently of Tribal police in the joint-DUI enforcement detail; and
- WHEREAS,** with the foregoing changes, the Tribal Council concludes that the proposal of the White Mountain Apache Police Department for a joint-DUI and Apache Police detail should be authorized to enforce DUI laws on State highways that traverse the Fort Apache Indian Reservation.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the White Mountain Apache Police Department is hereby authorized to enter into an Intergovernmental Agreement as modified herein, a copy of which is attached to this Resolution, for the purposes of establishing a joint-DUI detail to enforce DUI laws on the State highways that traverse the Fort Apache Indian Reservation.

BE IT FURTHER RESOLVED by the Tribal Council that the Tribal Chairman, and in his absence the Vice-Chairman and Chief Andrew Kane, Whiteriver Police Department, is hereby authorized to sign the Reimbursement Agreement on behalf of the White Mountain Apache Tribe and Whiteriver Police Department.

The foregoing resolution was on November 05, 1992, 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) (j) (s) (u) 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).

Alvin Percy Acting
Chairman of the Tribal Council

Virginia M. Dalton
Secretary of the Tribal Council

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FORT APACHE INDIAN RESERVATION
WHITERIVER, ARIZONA

REIMBURSEMENT AGREEMENT

This Agreement is entered into this _____ day of _____, 199 ,
between the Arizona Department of Public Safety and the WHITE MOUNTAIN APACHE
POLICE DEPT.

Now, therefore, for the consideration set forth herein, the parties to this Agreement
hereby agree to the following terms and conditions:

TERMS AND CONDITIONS

I.

The WHITE MOUNTAIN APACHE POLICE DEPT. agrees to assign one or more
sworn law enforcement officers employed by the WHITE MOUNTAIN APACHE POLICE
DEPT. to participate in a joint enforcement effort directed toward the apprehension of the
intoxicated driver. During this period of assignment, the Arizona Department of Public
Safety and WHITE MOUNTAIN APACHE POLICE DEPT. agree to allow said officer to
maintain all rights and privileges available to said officer as if said officer was assigned on
a full-time basis to the WHITE MOUNTAIN APACHE POLICE DEPT. during this period.

II.

The officer or officers assigned to this joint DUI Enforcement Program will be
assigned to enforce Arizona's DUI laws at a mutually agreed location. All joint DUI
enforcement efforts must have the approval of the Arizona Department of Public Safety
project administrator prior to implementation. Enforcement techniques to be employed will

be either a sobriety checkpoint and/or enhanced DUI patrols. The basis for determining locations will be alcohol-related accidents.

III.

The Arizona Department of Public Safety agrees to reimburse the WHITE MOUNTAIN APACHE POLICE DEPT. one and one-half times each officer's current salary plus any applicable employee-related expenses (FICA and Workman's Compensation). In order to qualify for reimbursement, an officer must be in overtime status during the time of joint enforcement efforts as defined by WHITE MOUNTAIN APACHE POLICE DEPT. policy.

It is the responsibility of the WHITE MOUNTAIN APACHE POLICE DEPT. to ensure that all claims are true and accurate and that each officer was, in fact, in overtime status. All records regarding overtime claims, including officer time accounting logs, must be retained in compliance with ARS 35-214 (Inspection and Audit of Contract Provisions). Such claims should be submitted to the Arizona Department of Public Safety within 30 days following the completion of an approved joint DUI enforcement project.

The Arizona Department of Public Safety will submit all approved claims to the Governor's Office of Highway Safety on a monthly basis. Upon receipt of federal funds from the Governor's Office of Highway Safety, the Arizona Department of Public Safety will reimburse the WHITE MOUNTAIN APACHE POLICE DEPT. for their contributions to the joint DUI enforcement efforts. No claim shall be paid unless it is in full compliance with this Agreement.

Federal authorities require a report to account for all funded activities including types

of enforcement, the total number of officers involved, the total number of officers paid under this Agreement and their enforcement. The Department of Public Safety will be responsible to collect this information and prepare all reports. The WHITE MOUNTAIN APACHE POLICE DEPT. will submit all reasonable requests for information arising from this Agreement in a timely fashion.

IV.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, whereupon all new obligations under this Agreement shall cease. The Department of Public Safety reserves the right to immediately terminate this Agreement upon any lapse of federal funding.

V.

Either party may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, securing, drafting, or creating on behalf of the State of Arizona is or becomes at anytime, while the Agreement or any extension of the Agreement is in effect, an employee or consultant to any other party to this Agreement with respect to the subject matter of the Agreement. Cancellation shall be effective when written notice from the Governor is received by other parties to this Agreement unless said notice specifies a later time.

VI.

During the performance of this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, or because he or she has a physical or mental handicap or because he or she

is a disabled veteran or a veteran of the Vietnam era. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The parties agree that Executive Order 75-5 is hereby fully incorporated herein by reference. Provided, that Tribal preference in accordance with Tribal personnel policies and the Tribal Employment Rights Ordinance shall not constitute a violation of this Section or Agreement.


VII.

During the term of this Agreement, Department of Public Safety officers shall not conduct the joint DUI enforcement efforts described herein independently of Tribal police officers and shall not engage in fresh pursuit of offenders outside the State right-of-ways that traverse the Fort Apache Indian Reservation unless cross deputized as police officers of the White Mountain Apache Police Department, and then, only in the company of a White Mountain Apache police officer or pursuant to express authority from a police officer of the White Mountain Apache Tribe.

VIII.

Nothing in this Agreement or the performance thereof shall constitute a waiver of the sovereign immunity of the White Mountain Apache Tribe.

Signed and attested to as of the date set forth above.



Chairman Ronnie Lupe
White Mountain Apache Tribe

Andrew Kane, Chief
White Mountain Apache Police

ARIZONA DEPARTMENT OF PUBLIC SAFETY

F.J. Ayars, Colonel
Director

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Richard Saunders
Legal Advisor

