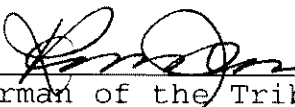


**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

- WHEREAS,** The White Mountain Apache Tribe and the San Carlos Apache Tribe wish to enter into an Intergovernmental Agreement (IGA) regarding mutual assistance in law enforcement; and
- WHEREAS,** such mutual assistance, when requested, would greatly benefit the law enforcement efforts of both Tribes, and
- WHEREAS,** The Law and Order Committees and Chiefs of Police of both Tribes have met and worked out an IGA which is agreeable to all concerned.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the IGA drafted by representatives from the San Carlos Apache and White Mountain Apache Tribes is acceptable and that the Tribal Chairman and Chief of Police is hereby authorized to sign the IGA with the San Carlos Apache Tribe on behalf of the White Mountain Apache Tribe.

The forgoing resolution was on December 15, 1993, 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 the White Mountain Apache Tribe Constitution, including Article IV Section 1 (a), (b), (s), and (t) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

RECEIVED

DEC 17 1993

FORT APACHE INDIAN AGENCY
WHITE RIVER, ARIZONA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE
AND
THE SAN CARLOS APACHE TRIBE

This reciprocal Inter-Governmental Agreement (hereinafter "IGA") is made and entered into this 15 day of DECEMBER, 1993 by and between the White Mountain Apache Tribe (hereinafter "WMAT"), and the San Carlos Apache Tribe (hereinafter "SCAT").

WHEREAS, the WMAT maintains and operates a police department on the Fort Apache Indian Reservation, known as the Whiteriver Police Department, and is charged with the enforcement of criminal laws of the White Mountain Apache Tribe and as applicable, state and federal criminal laws; and

WHEREAS, the SCAT maintains and operates a police department within the San Carlos Apache Reservation and is charged with the enforcement of criminal laws of the San Carlos Apache Tribe and as applicable, state and federal criminal laws; and

WHEREAS, the WMAT and the SCAT desire to enter into an Intergovernmental Agreement in the area of general assistance and, bootleg liquor and drug enforcement, including but not limited to the apprehension of bootleg liquor and drug operations, and undercover and mutual assistance in respect to the illegal sale, manufacture, processing, distribution, and possession of illegal alcoholic beverages and drugs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. Intergovernmental Agreement Assistance

A. In the event that either WMAT or SCAT need general assistance or wish to conduct investigations and law enforcement operations in respect to bootleg liquor, illegal drug activities or other illegal activities on their respective reservations, and the assistance of either parties to this agreement is requested, the jurisdiction in which the assistance is needed or where the incident or bootleg liquor, illegal drug activity or other illegal activity occurs, may request assistance from the other party.

B. It is understood and agreed that the police chief or his or her authorized delegate of the jurisdiction making the request shall be the sole judge of how much assistance is needed. It is further understood and agreed that the police chief or his or

her authorized delegate of the jurisdiction receiving the request for assistance shall be the sole judge of how much of the requested assistance it shall furnish in any given instance.

C. Pre-approval of any assistance or law enforcement operation by the chiefs of police of both parties will be required after being briefed by the subordinate supervisors or case officers. The assigned police officers from the jurisdiction requested to assist will not be involved in the actual raid of a bootleg liquor, drug or other illegal operation. The officer or officers from the jurisdiction which has been requested to provide assistance will only be involved in the evidence purchase and establishing probable cause that will justify or lead to a bootleg liquor or drug raid or apprehension operation. The assisting jurisdiction's officers shall operate under the direction of the incident commander or supervisor and the unified command structure of the requesting jurisdiction.

D. In the event, for some reason, that officers from the assisting jurisdiction arrive at the incident or scene of the bootleg liquor, drug or other illegal activity prior to the arrival of the officers from the requesting jurisdiction, the assisting jurisdiction's officers will be under no obligation to take any action or to implement any procedures under the plan of action or unified command structure.

E. No charge will be made by the assisting jurisdiction to the requesting jurisdiction for reimbursement of operational expenses and costs incurred while responding to an IGA request. At such point and time that the assisting jurisdiction determines that it can no longer commit its resources to the requesting jurisdiction, it shall notify the requesting jurisdiction of its need to withdraw from the operation.

F. Neither party to this IGA is or shall be in any way liable to the other, or to any other person, firm, company, corporation or political subdivision, for failure to provide requested assistance, or for the sufficiency, the amount or the manner in which assistance is provided. The assisting jurisdiction shall be the sole determiner of the amount of the assistance, if any, that it is capable of providing to the requesting jurisdiction.

G. All requests for assistance shall be made to the assisting jurisdiction's chief of police or his or her authorized delegate which shall be made known to the other party in writing. Neither party shall have any obligation to respond to the other party's jurisdiction until a formal request for assistance has been made by the requesting jurisdiction by and through its police chief or authorized delegate, and acknowledged by the assisting jurisdiction's police chief or authorized delegate.

H. Upon official request from one Police Chief, or his or her authorized delegate, to another Police Chief, or his or her authorized delegate, for law enforcement assistance, all law enforcement personnel sent to the incident shall be automatically empowered with the enforcement powers of the requesting agency subject to the supervision of the requesting jurisdiction.

II. Indemnification

A. Each party shall indemnify and hold harmless the other party, for the acts of negligence or claims of acts of negligence, or for any action performed by that party while participating in an IGA operation. Such indemnity shall include not only any ultimate judgement, but any and all expenses incurred by the indemnified party in conjunction with any threatened or actual proceeding or legal proceeding resulting from acts of the other party. The parties agree that should litigation be filed relative to this agreement, any such litigation shall be filed and heard in the jurisdiction of the party where the operation takes place.

B. Nothing in this IGA shall be construed to waive the sovereign immunity of either party or its employees and agents in relation to the other or to any third parties.

III. Workmen's Compensation

A. Each party agrees that in the event of the necessity of filing a workmen's compensation claim on behalf of any employee of the assisting party, that claim shall be made against and paid by the requesting jurisdiction, to the extent allowed by law.

IV. Compliance with Policies of Requesting Agency

A. Assigned police officers shall be subject to and comply with the laws of the requesting agency. This includes the policies and procedures of the requesting agency. The assigned officer shall be acting under the authority and direction of the requesting agency. Policies and procedures of each jurisdiction shall be provided to each assigned officer in advance of assistance.

V. Term of IGA

A. This IGA shall continue in force from the date of execution hereof until terminated, provided, however, that either party hereto may terminate this IGA at any time by giving to the other party at least thirty (30) days notice prior to the date such termination is to become effective.

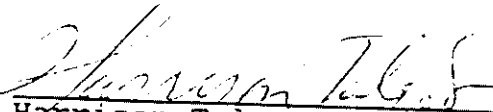
IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date first indicated above.

WHITE MOUNTAIN APACHE TRIBE


SAN CARLOS APACHE TRIBE



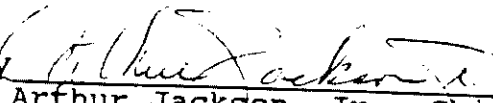
Ronnie Lupe, Chairman



Harrison Talgo, Chairman

By 

Andrew Kane, Chief of Police
WHITERIVER POLICE DEPARTMENT
P.O BOX 887
Whiteriver, Arizona 85941

By 

Arthur Jackson, Jr., Chief
SAN CARLOS POLICE DEPARTMENT
P.O. BOX 157
San Carlos, Arizona 85550