

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

WHEREAS, the Tribal Council is advised by Tribal Attorney, Robert C. Brauchli, Dennis Bierer, Tribal Forester, and the Bureau of Indian Affairs that a Cooperative Agreement between the BIA and the White Mountain Apache Tribe has been negotiated pursuant to applicable federal and tribal law to provide for coordinated action between the Tribe and the federal government for qualified tribal members to be assigned to emergency incidents throughout the nation which include, but are not limited to, wildfires, tornadoes, floods, earthquakes and hurricanes; and

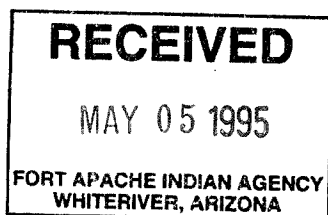
WHEREAS, the principal objectives of the Cooperative Agreement, attached to this resolution and incorporated by reference herein, are to assign qualified tribal employees to meet incident needs on tribal, local, state and national levels, to train and maintain qualified tribal employees for NIIMS-ICS positions, and to implement procedures to reimburse the Tribe for the cost of providing incident management services; and


WHEREAS, the Tribal Council concludes that the Tribal Chairman should be authorized to enter into said Cooperative Agreement for the purposes set forth therein.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby agrees with the terms of the Cooperative Agreement between the BIA, Fort Apache Agency, and the White Mountain Apache Tribe, attached and incorporated by reference herein.

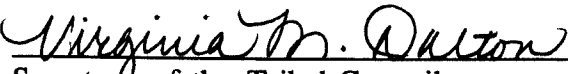
BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes and directs the Tribal Chairman to execute said Cooperative Agreement on behalf of the White Mountain Apache Tribe.

The foregoing resolution was on April 20, 1995, duly adopted by a vote of ten for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (f), (i), (j), (k), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the 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

COOPERATIVE AGREEMENT NO. _____

Between the

BUREAU OF INDIAN AFFAIRS, FORT APACHE AGENCY

and the

WHITE MOUNTAIN APACHE TRIBE

I. INTRODUCTION

Whereas, the value of cooperation in management of emergency incidents that endanger human life, property, and natural resources has been demonstrated many times; therefore, it is desirable and in the public interest to provide specifically for coordinated action, and a Cooperative Agreement (Agreement) between the White Mountain Apache Tribe and the Federal Government through the U.S. Bureau of Indian Affairs (BIA); and

Whereas, for the purpose of this Agreement, an incident is defined as an occurrence or event, with man-caused or natural phenomena, that required action by emergency service personnel to prevent or minimize loss or life or damage to property and/or natural resources (National Interagency Incident Management System (NIIMS) - Incident Command System (ICS) Handbook Glossary, August, 1993). Examples of such incidents include: wildfire, tornadoes, floods, earthquakes, and hurricanes; and

Whereas, this Cooperative Agreement, pursuant to the Federal Grant and Cooperative Agreement Act, P.L. 95-224, 31 U.S.C. 6301-6308, is between the Bureau of Indian Affairs, Fort Apache Agency, an executive agency of the U.S. Department of the Interior, hereinafter referred to as the "BIA" and the White Mountain Apache Tribe, a federally recognized and organized tribal government in the State of Arizona, hereinafter referred to as the "Tribe"; and

Whereas, the BIA and the Tribe conclude that it would be in the best interest of both parties to enter into this Cooperative Agreement as follows:

II. AUTHORITY

The BIA enters into this Cooperative Agreement pursuant to the authority provided by Public Law 101-630, 104 Stat. 4531 Act of 11/28/90, Title III - Indian Forest & Woodland Act, 25 U.S.C. 3103(4)(D); 25 U.S.C. § 3115 (a)(2)(b), and the

Reciprocal Fire Protection Agreement Act of May 27, 1955, 42 U.S.C. 1856a; the Protection Act of 1922, 16 U.S.C. 594, and 25 CFR 163.21. The Tribe enters into this Agreement pursuant to the authority provided by the White Mountain Apache Tribe, Resolution No. _____.

III. PURPOSE

To provide a basis for cooperation between the Tribe and the BIA to facilitate the cooperative use of qualified White Mountain Apache Tribal employees, by and under direct federal supervision and control, in wildfire presuppression, wildfire suppression, wildfire rehabilitation activities, and other emergency incidents subject to response under the National Interagency Incident Management System/Incident Command System. Any tribal resources or services can only be utilized and costs reimbursed when ordered by the BIA Agency Superintendent, Forest Manager or Fire Management Officer. The BIA will order tribal resources through the Tribal Chairman or, in his absence, the Vice Chairman, and if the Chairman and Vice Chairman are absent or unavailable, through the Tribal Forester.

IV. OBJECTIVES

1. To use qualified tribal employees to meet incident needs on tribal, local, state, and national levels.
2. To train and maintain qualified tribal employees for NIIMS-ICS positions.
3. To implement procedures to reimburse the Tribe for the costs of providing incident management services.

V. AGREEMENT PROVISIONS

A. SERVICES TO BE PROVIDED BY THE TRIBE

1. The Tribe shall furnish available qualified personnel to assist and meet incident needs as requested by the BIA, including but not limited to wildfire presuppression, wildfire suppression, incident related training, wildfire rehabilitation work and other emergency incidents subject to response under the NIIMS Command System.
2. Prior to participation under this Agreement, tribal employees shall be required to pass a Standard Federal Firefighter physical

examination, physical stress test, and meet the minimum training requirements for NIIMS-ICS positions, including supervisory positions, as prescribed by the Interagency Fire Business Management Handbook and the Wildland Fire Qualification Guide (NWCG 310-1).

3. The Tribe may provide supplies, equipment, facilities, and related services, if available, in order to assist and help meet incident needs.
4. The suppression of structural fires is not to be included as a part of this Agreement unless incidental on NIIMS operations.

B. FISCAL MANAGEMENT RESPONSIBILITIES

1. It is mutually agreed by the parties that the Tribal cost of furnishing cooperative fire protection services and other emergency services as provided for by this Agreement in Section V. will be subject to full reimbursement. Matters of reimbursement will be handled by direct billing between the Tribe and the BIA. The BIA will act as the administrative agent for other cooperating federal agencies.
2. The BIA will reimburse the Tribe for tribal employees' current salary costs, including but not limited to regular pay, overtime pay, holiday pay, hazardous duty pay, for tribal employees engaging in work under this Agreement. Overtime pay, including but not limited to hazard pay and standby pay will be reimbursed in accordance with the Federal Interagency Fire Business Management Handbook available at the BIA, Fort Apache Agency. Reimbursement to the Tribe for employees will be at the same rate the employee earns working as a tribal employee. The amount to be reimbursed shall include Tribal Forestry administrating costs at the rate of twelve percent (12%) and will be determined from the time of dispatch until return from the incident.
3. The BIA will reimburse the Tribe for authorized travel, tuition, registration costs, and per diem expenses of all such persons engaged in activities under this Agreement. (Training can be invoiced to BIA and paid out of presuppression funds.) Reimbursement of tribal credit card purchases by tribal employees shall be in accordance with the conditions for credit in Attachment A, incorporated by reference herein.
4. Reimbursement for supplies and expenses to the Tribe other than

as provided under Section B.a.,2., and 3. above, will be on an actual cost basis or replacement in kind and shall include an additional 12% for Tribal Forestry administration costs. All such reimbursements shall be subject to audit.

5. Equipment will be paid for pursuant to rental use agreements and the use shall be documented on equipment rental timesheets. Rental agreements shall be established on a calendar year basis at current negotiated rates.
6. For purposes of Workman's Compensation Coverage and Federal Fire Fighters Life Insurance Coverage, employees of the Tribe participating in emergency incidents pursuant to this Agreement who are under federal supervision are to be considered federal employees. In the event the employee is injured at the incident site, the employee's federal benefits will be based on his/her current rate of tribal pay.
7. It is agreed upon between the Tribe and the BIA that each party to this Agreement will be solely responsible for the acts and omissions of its officers and employees resulting in damage or injuries to third parties to the same extent that such party is responsible under its applicable laws and regulations. Provided, that the Tribe shall not be liable and the BIA will defend and hold the Tribe harmless and indemnify the Tribe for any third party or other claims against the Tribe arising out of federal agency supervision of tribal employees and activities at the incident site.
8. No property shall be acquired as a result of actions under this Cooperative Agreement.

C. FUNDING OBLIGATION, BILLING, AND PAYMENT PROCEDURES.

Funding obligation, billing and payment for reimbursement to the Tribe under this Agreement shall be on an accrual basis as follows:

1. Each party to this Agreement shall maintain strict accountability for all receipts and disbursements. An itemized (i.e., names, dates, times, and quantities) statement of costs covering all reimbursable expenses will be submitted by the Tribe to the BIA Fort Apache Agency Superintendent for payment.

2. If available or permitted under current or future BIA policy, regulation or agency discretion, reimbursement funds shall be obligated in advance for payment to the Tribe under this Cooperative Agreement.

D. PERIOD OF AGREEMENT AND MODIFICATION

This Cooperative Agreement will remain in effect until terminated by mutual agreement or by either party providing 60 days written notice of termination to the other party. Modification of this Agreement, consistent with its purposes and within its general scope, may be accomplished by amendments to the Agreement signed by both parties.

Date

Superintendent, Fort Apache Agency

Date

Chairman, White Mountain Apache Tribe

**TRIBAL CREDIT CARD
USES, CONDITIONS, CONSEQUENCES AND PENALTIES**

1. A tribal credit card obtained by the Tribal Forestry Department will be available for use by tribal employees for expenses incurred solely and directly associated with emergency services provided off of the Fort Apache Indian Reservation.
2. The tribal credit card will be given to each tribal employee by the BIA Fire Dispatcher whenever duty requires services to be performed off of the Fort Apache Indian Reservation.
3. The tribal credit card and all receipts shall be given back to the BIA Fire Dispatcher immediately upon the return of the tribal employees to Whiteriver, Arizona. Anyone who fails to return the card will be denied the opportunity to serve on an emergency incident for the following twelve (12) months.
4. The tribal credit card may be only used to pay for goods or services directly associated with an incident such as transportation, food and lodging. Any tribal employee who violates this condition will have his or her tribal credit card cancelled and be permanently denied the opportunity to serve on incident teams off of the Fort Apache Indian Reservation. Furthermore, any expense charged to the tribal credit card that is not directly associated with emergency will be deducted from the tribal employee's wages.
5. Lost or stolen cards must be reported to the BIA Fire Dispatcher within 24 hours of loss. The Tribal Treasurer's Office shall be likewise notified by the end of the next business day following the date of the reported loss.

I, the undersigned, have read, understand and agree to the above uses, conditions, consequences and penalties.

Date: _____

Signature

Printed Name