



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

(**Authorizing Intergovernmental Agreement with Whiteriver Unified School District #20**)

WHEREAS, pursuant to Article IV, Section 1(a) and 1(s) of the Constitution of the White Mountain Apache Tribe, *inter alia*, the Tribal Council has the authority to represent the Tribe and act in all matters that concern the welfare of the Tribe; and

WHEREAS, the Whiteriver Unified School District #20 and the Tribal Police Department seek to collaborate on a School Safety Program that would benefit Alchesay High School; and

WHEREAS, the Tribal Council looks to enter an Intergovernmental Agreement between Whiteriver Unified School District #20 and the White Mountain Apache Tribe; and

WHEREAS, the Intergovernmental Agreement will allow for the placement of a School Resource Officer to support the School Safety Program at the expense of the School District; and

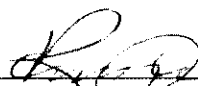
WHEREAS, the Tribal Council believes it is in the best interest of the Tribe to enter into an Intergovernmental Agreement with the Whiteriver Unified School District #20 in order to carry out the goals of the School Safety Program.

BE IT RESOLVED that the Tribal Council hereby agrees to the provisions set out in the Intergovernmental Agreement by and between the Whiteriver Unified School District #20 and the White Mountain Apache Tribe and supports the placement of a School Resource Officer to conduct the duties necessary to support and carry out the objective of the School Safety Program.

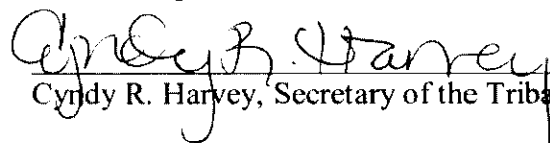
BE IT FURTHER RESOLVED that in the event that this Resolution conflicts with another Resolution or Policy, this Resolution shall govern.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice Chairwoman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on June 11, 2009 duly adopted by a vote of EIGHT for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (j), (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).



Ronnie Lupe, Chairman of the Tribal Council



Cyndy R. Harvey, Secretary of the Tribal Council

INTERGOVERNMENTAL AGREEMENT
By And Between
WHITERIVER UNIFIED SCHOOL DISTRICT #20
And
WHITE MOUNTAIN APACHE TRIBE
For A
SCHOOL RESOURCE OFFICER

This Intergovernmental Agreement ("Agreement") is entered into as of the ____ day of _____, 2009 by and between the Governing Board of Whiteriver Unified School District #20, a political subdivision of the state of Arizona ("District"), for and on behalf of Alchesay High School ("School"), and the White Mountain Apache Tribal Council, a sovereign Indian Tribe ("Tribe"), for and on behalf of the White Mountain Apache Tribal Police Department ("PD"), for the provision of services pursuant to A.R.S. 11-951 *et seq.*

WHEREAS, the District filed an application for Title I Grant monies (the "Application") and has received Title I Grant monies (the "Grant") and desires to use the Grant to place a School Resource Officer ("SRO") at School to contribute to a safe school environment conducive to teaching and learning; and

WHEREAS, the School and PD desire to collaborate on safe school initiatives and to establish a Safe School Program (the "Program") under terms similar to the School Safety Program; and

WHEREAS, the District is willing to serve as the fiscal and reporting agent for the Grant:

NOW THEREFORE, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to set out the responsibilities among District, School, Tribe and PD to implement the Program.

2. Term and Amendment

A. This Agreement shall commence on August 7, 2008 and shall terminate on August 30, 2009; provided, however, that, if this Agreement is funded for additional years, the parties may renew this Agreement through an annual renewal process.

B. This Agreement may be amended or modified by written agreement signed by both parties. Any such amendment or modification shall become effective upon the date of latest signature by the authorized representatives of the parties unless otherwise expressed in the amendment or modification.

3. General Terms and Conditions

A. The parties agree to use the guidelines for the School Safety Program as published by ADE in the School Safety Program Guidance Manual (the "Guidance"), which is hereby incorporated herein by reference as if fully set forth herein, as a reference for the Program, but are not necessarily bound thereby.

B. PD and School agree to be bound by and to implement the terms and provisions of the Application, which is hereby incorporated herein by reference as if fully set forth herein. PD and School each warrants that it has received, has read and understands its obligations required by the Application. If any term or provision of the Application conflicts with any term of provision of the Guidance, the Application shall control.

C. The parties understand and agree that the term "partners" as used in the Guidance and the Application is intended to mean parties working together in the same Program and having like goals, but in no manner is meant to indicate membership together in a legal entity recognized under taxation law, or to share liability jointly and severally.

D. The SRO shall have three roles: sworn law enforcement officer, law-related educator, and positive role model. The SRO shall fulfill his duties as a law enforcement officer sworn under the laws of the State of Arizona. Neither the District nor the School, nor any agent, employee or site administrator of the District or the School shall interfere with the SRO when performing his duties as a sworn law enforcement officer.

E. School shall provide to the SRO copies of the Application and Guidance at the earlier of:

- 1) July 31st of the year the SRO assumes his duties under this Agreement, or
- 2) the time the SRO assumes his duties under this Agreement.

F. District shall pay within thirty (30) days of receipt any invoice from PD. The District shall compensate the Police Department for all expenses related to the SRO, including salary, benefits and other miscellaneous expenses.

G. District or School shall provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform his duties as provided in the Grant.

H. The SRO shall be sent annually to Program-required training sessions and all related travel expenses shall be provided for the SRO as provided in the Grant.

I. Each party shall have a written document describing the general chain of command and channels of communication between the parties.

J. Access to education records shall be provided, subject to the Family Educational Rights and Privacy Act (20 USC 1232g) and applicable similar State law.

4. School Resource Officer Job Description

A. In addition to the responsibilities outlined in the Application and the Guidance, the SRO shall have the following responsibilities:

Establish liaison with the school administrators, staff, students and parents. Inform students of their rights and responsibilities as lawful citizens through presentation of Law-Related Education in the classroom. Network with community agencies that may or do provide services to the school. Act as a resource in the investigation of school-related criminal activities. Participate in the parent-teacher association or site councils as requested. Participate in campus activities, student organizations and athletic events when feasible and appropriate. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer. Provide information when requested to students, parents and staff in law-related situations. Maintain a tracking system of statistical information required by the supervisor and school administration.

B. Duty Hours

Typical duty hours for the SRO will be 8:00 - 16:00, and as otherwise assigned for School functions.

C. Dress Code

The dress of the SRO should be such that the SRO can be readily recognized as a law enforcement officer. PD-approved duty uniforms will be worn while on duty. Other regulation duty uniforms are also acceptable for the SRO. Dress should always be a good representation of School, the District, the Tribe and PD. If the SRO is participating in duty-required activities (athletic events or student organized assemblies), the dress may be appropriate to the activity.

5. Chain of Command

A. Questions regarding specific working conditions, duties, school policy and procedures will be directed to the District administration. Questions related to law enforcement will be directed to the officer supervisor in the PD.

B. Procedure to Address Concerns

Concerns related to the SRO and the performance of duties hereunder will be directed to the Grant Administrator (as defined in the Guidance). The Grant Administrator will contact the involved individuals to resolve the concern, and, if resolution cannot be achieved at this level, a meeting of the signatories of this Agreement will be conducted to reach a suitable resolution.

6. Fiscal Agent

A. District will serve as Fiscal Agent for the Program for no compensation.

B. School and PD will provide the Fiscal Agent with all data and financial information as requested by the Fiscal Agent and as necessary for the Fiscal Agent to compile and send reports, if any, required under the Grant.

7. Property Disposition

In the event of termination or cancellation, property purchased by a party with funds allocated to that party under the terms of the Grant will remain the property of the purchasing party unless a different disposition is required by the State of Arizona through the Program.

8. Non-Discrimination

Each party shall ensure that no person is discriminated against on the basis of race, color, sex, age, national origin or political affiliation, and that every person shall have equal access to employment opportunities. Further, each party shall comply with all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act.

9. Cancellation for Conflict of Interest

The parties are entering this Agreement for the purpose of one party hiring an employee of the other party. Therefore, the parties waive any conflict of interest pursuant to Arizona Revised Statutes Section 38-511.

10. Insurance and Mutual Indemnification

Each party agrees to maintain its comprehensive general liability insurance coverage. Further, each party agrees to indemnify, defend and hold harmless the other parties from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims", arising out of bodily injury to any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees or volunteers.

11. Reserved.

12. Dispute Resolution

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through good faith discussion and negotiation, and if that fails to seek mediation using a neutral third party mediator acceptable to both parties.

13. Nonassignability

This Agreement is not assignable by either party. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning party.

14. Non-waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant or any provision thereof, nor shall any waiver by any party or any breach of any, one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

15. Entire Agreement

The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed herein.

16. Severability

In the event that a court of competent jurisdiction holds any part or provision of this Agreement void or of no effect, the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

17. Legal Workers

As mandated by Arizona Revised Statutes § 41-4401, each party (a) warrants the party's compliance with all federal immigration laws and regulations that relate to the party's employees and their compliance with Arizona Revised Statutes § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

18. Iran/Sudan Interests.

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that the party does not have a scrutinized business operations in either Iran or the Sudan. The party further certifies that no subcontractors, hired by the party to carry out the duties of this Agreement shall have a scrutinized business operations in either Iran or the Sudan."

In Witness Whereof, the parties hereby execute this Agreement:

DISTRICT:

Approved by District at a duly convened meeting held on _____, 20__.

Date: _____
Authorized Representative of District Governing Board

Approved as to form and found to be within the powers of a school district within the State of Arizona:

Date: _____
Mangum, Wall, Stoops & Warden, P.L.L.C.
Counsel for District

TRIBE:

Approved by Tribe at a duly convened meeting held on _____, 20__.

Date: 7-16-04 _____
Authorized Representative of Tribal Council

Attest: G. O. R. Harney
Tribal Clerk

Approved as to form and found to be within the powers of the Tribe:

Date: _____
Counsel for Tribe