

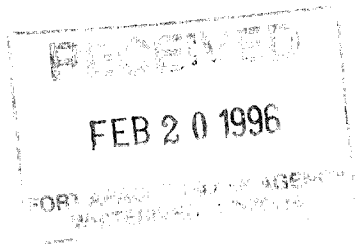
**RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION**

- WHEREAS,** the Tribal Council is seeking to establish a fully equipped fire department facility in the vicinity of Hondah or McNary; and
- WHEREAS,** until that facility is completed, the Pinetop Fire District, which lies immediately to the north of the Reservation, has often been called upon to suppress fires occurring in the vicinity of Hondah and McNary; and
- WHEREAS,** the Pinetop Fire District is typically the first agency to be notified of fires occurring in the vicinity of Hondah and McNary because at present all 911 emergency telephone calls from the area are automatically routed to the Pinetop-Lakeside emergency dispatcher's office; and
- WHEREAS,** the Pinetop Fire District has asked the Tribe for reimbursement of the costs it incurs in responding to fires in the vicinity of Hondah and McNary, until the Tribe completes its own fire department facility in the area; and
- WHEREAS,** representatives from the Tribe and Pinetop Fire District have met and prepared a draft Intergovernmental Agreement (IGA), between the Tribe and the Pinetop Fire District, a copy of which is attached hereto; and
- WHEREAS,** the Tribal Council recognizes that until a new fire department facility is completed it would be reasonable to reimburse the Pinetop Fire District, under the terms in the IGA, for the expenses it incurs in responding to structural fires on the Reservation in the vicinity of Hondah and McNary; and
- WHEREAS,** the cost of such reimbursement shall amount to approximately \$32.00 per fire-fighter dispatched to the scene, \$85.00 per hour for each tanker or engine unit dispatched to the scene, and \$40.00 per hour for each other official fire-fighting vehicle dispatched to the scene; and
- WHEREAS,** the Tribal Council concludes that after the fire department facility is completed, the Tribe should look into reaching a mutual aid agreement with the Pinetop Fire District, rather than the IGA described herein, and that this IGA shall remain in effect only until that time, unless terminated earlier.

**Resolution No. 01-96-013**

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the IGA attached herein and it delegates authority to the Tribal Chairman or his designee to execute the agreement and any other documents with the Pinetop Fire District, if he deems it in the best interest of the White Mountain Apache Tribe.

The foregoing resolution was on January 23, 1996, duly adopted by a vote of eight 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), (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

**INTERGOVERNMENTAL AGREEMENT  
FOR FIRE PROTECTION**

The White Mountain Apache Tribe, hereinafter, "Tribe," and the Pinetop Fire District, hereinafter, "Pinetop Fire," hereby enter into this Intergovernmental Agreement this 31st day of January, 1996.

**RECITALS**

WHEREAS, the Tribe has the authority to enter into this Agreement pursuant to the Tribe's constitution and inherent sovereign powers; and

WHEREAS, the subject matter of this Agreement is within the powers and authority granted to Pinetop Fire, pursuant to A.R.S. § 11-951 and § 48-805(B)(7) and (12); and

WHEREAS, the Tribe is seeking funding to establish a fire department facility in the Hondah-McNary area within the Fort Apache Indian Reservation, hereinafter, "Hondah-McNary," but, at present, Pinetop Fire provides the initial response to structure fires occurring in McNary-Hondah; and

WHEREAS, the Tribe is willing to reimburse Pinetop Fire for the costs it incurs in responding to a structural fire in Hondah-McNary, until such time as the new facility is completed;

NOW, THEREFORE, the Tribe and Pinetop Fire agree as follows:

1. TERM.

The term of this Intergovernmental Agreement shall be for an indefinite period, beginning on the date above. This Agreement may be terminated as set forth in paragraph 8, below.

2. PURPOSE.

The purpose of this Agreement shall be to provide, on a reimbursement basis, suppression or prevention of structural fires in Hondah-McNary by Pinetop Fire.

3. INTERGOVERNMENTAL AGREEMENT ASSISTANCE.

A. To the extent Pinetop Fire has available crew and equipment, it shall respond to structural fires occurring in Hondah-McNary. It shall be within Pinetop Fire's sole discretion to determine the amount of equipment and personnel sent to each such fire; however,

it is understood that the initial response will be limited to a tanker, incident command unit and personnel needed to operate these units, unless circumstances warrant otherwise.

B. Pinetop Fire shall immediately notify the White Mountain Apache Tribe Fire Department of all calls for assistance it receives which are covered under this Agreement, whether or not it is able to respond to the request. Pinetop Fire shall also identify the number of personnel and equipment it is sending to the scene, and the projected shortfall or inadequacy, if any, in such number of personnel or equipment.

C. Upon arriving at the scene of a fire, Pinetop Fire shall take full command and have complete discretion to determine how to best suppress the fire. In the event of arrival of the White Mountain Apache Tribe Fire Department, Pinetop Fire shall surrender command of the site.

D. Neither party to this Agreement is or shall in any way be 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, amount or manner in which assistance is provided. Pinetop Fire shall be the sole determiner of the amount of the assistance, if any, that it is capable of providing under this Agreement.

#### 4. SCOPE OF ASSISTANCE.

All areas in the Hondah-McNary vicinity which are within the primary response area of Pinetop Fire are covered under this Agreement. For the purpose of this Agreement, Pinetop Fire's primary response area is that area from which telephone calls for emergency fire protection are automatically routed to Pinetop Fire. At the request of the White Mountain Apache Tribe Fire Department, Pinetop Fire may also respond to structural fires in the Hondah-McNary vicinity which are outside Pinetop Fire's primary response area.

Other non-medical incidents occurring at residences, commercial establishments or other structures within Hondah-McNary which require emergency assistance from Pinetop Fire are also included in this Agreement. This Agreement does not include services provided in response to medical emergencies or motor vehicle accidents.

#### 5. REIMBURSEMENT.

The Tribe agrees to reimburse Pinetop Fire for certain designated costs it incurs under this Agreement, as provided in the attached Contract for Services.

#### 6. EMPLOYMENT RIGHTS.

Employees or volunteers of either party shall not be considered for any purpose to be employees of the other party, while participating in any activity pursuant to this Agreement.

Each party shall be solely responsible for provision of workers compensation coverage for its employees or volunteers, and neither party shall be required to provide such coverage to the other party.

7. INDEMNIFICATION.

A. The Tribe shall indemnify and hold harmless Pinetop Fire for the negligence or other fault of the Tribe while participating in an operation pursuant to this Agreement. Pinetop Fire shall indemnify and hold harmless the Tribe and the United States Government for the negligence or other fault of Pinetop Fire while participating in an operation pursuant to this Agreement. Such indemnity shall include not only any ultimate judgment, but any and all expenses, including reasonable attorneys' fees, incurred by the indemnified party in conjunction with any threatened or actual proceeding or legal proceeding resulting from the negligent act or other fault of the indemnifying 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 Agreement shall be construed to waive the sovereign immunity of either party or its employees, volunteers or agents in relation to the other or to any third parties.

8. TERMINATION.

This Agreement shall remain in full force and effect unless it is canceled or terminated by either party by notice in writing at least forty-eight (48) hours in advance of such cancellation or termination. No cause shall be required to cancel or terminate this Agreement.

9. NOTICES.

Notices required or allowed by this Agreement shall be mailed to the parties by certified mail, return receipt requested, and addressed to:

To the Tribe: Chief Clinton Kessay  
Whiteriver Fire Department  
Whiteriver, AZ 85941

With Copy To: Ronnie Lupe  
Tribal Chairman  
P.O. Box 1150  
Whiteriver, AZ 85941

With Copy To: Legal Department  
White Mountain Apache Tribe  
P.O. Box 700  
Whiteriver, AZ 85941

To Pinetop Fire: Chief Paul Watson  
Pinetop Fire Department  
HC 66, Box 25002  
Pinetop, AZ 85935

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the date set forth above.

  
White Mountain Apache Tribe

  
Pinetop Fire District *clock*

CONTRACT FOR SERVICES

Between the

WHITE MOUNTAIN APACHE TRIBE

and

PINETOP FIRE DISTRICT

The White Mountain Apache Tribe agrees to reimburse the Pinetop Fire District according to the terms set forth below for the costs the Pinetop Fire District incurs in providing services pursuant to the attached Intergovernmental Agreement (IGA):

TERMS

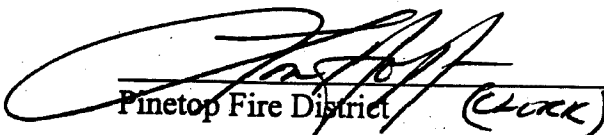
1. Cost per firefighter dispatched to the scene: \$32.00.
2. Cost per hour for each tanker or engine dispatched to the scene: \$85.00.
3. Cost per hour per vehicle for other official fire-fighting vehicles dispatched to the scene: \$40.00.

PAYMENT

The Tribe shall issue payment under this Contract upon receipt of a voucher for payment submitted by Pinetop Fire District. Such voucher shall detail the number of personnel and equipment dispatched and the date and location of the fire.

Entered into this 31st day of January, 1996, in Whiteriver, Arizona.

  
White Mountain Apache Tribe

  
Pinetop Fire District (CLOCK)