

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

(Authorizing Agreements with Other Jurisdictions for the Purposes of Juvenile Detention)

WHEREAS, pursuant to Section 1(a) 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, by Resolution _____, the Council did approve of agreements with other jurisdictions for the purposes of juvenile detention; and

WHEREAS, McKinley County of the State of New Mexico has submitted an agreement which requires arbitration and a limited waiver of the Tribe's sovereign immunity from suit; and

WHEREAS, the Tribe's Legal Department, through its negotiations with attorneys for the McKinley County, has found that the County will not submit to the jurisdiction or laws of the White Mountain Apache Tribe, or accept the Tribe's sovereign immunity from suit; and

WHEREAS, the Tribal Council finds that it may provide a limited waiver of sovereign immunity from suit for the purposes of binding arbitration if and only if the following conditions exist:

- A dispute between the State of Arizona and the White Mountain Apache Tribe arises directly from the Agreement between them for the purposes expressed therein.
- The claim alleges a breach by the Tribe of one or more specific obligations or duties which the Tribe expressly assumes under the terms of the Agreement.
- The claim seeks either (1) specific performance by the Tribe; (2) payment of all amounts due under the Agreement and reasonable costs the State incurs in collection of such amounts, or (3) the foreclosure of collateral secured under the Agreement, if any.
- The scope of arbitration is solely limited to breach of contract actions brought pursuant to the Agreement referenced herein for the benefit of the State of Arizona only, or an Assignee of a valid assignment of the State of Arizona's interest in the Agreement, if any.
- The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the

imposition of incidental, consequential, exemplary or punitive damages or lost profits.

- Any claim against which arbitration may be demanded must be made in writing to the Tribe by the Lessor and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted; and

WHEREAS, the Tribal Council also finds that temporary placement of juvenile offenders with other jurisdictions is in the best interests of offending juveniles and the Tribe

WHEREAS, the Tribal Council, after careful consideration, finally finds that agreements with the McKinley County remain in the best interests of the White Mountain Apache Tribe for the funds and services provided thereunder, and that a limited waiver of sovereign immunity for the purposes of enforcement of arbitration provisions therein are acceptable according to the terms described above.

BE IT RESOLVED by the White Mountain Apache Tribal Council that:

1. Any and all agreements with the McKinley County of the State of Mexico for the purposes of providing detention services to the Tribe are hereby approved, subject to terms for arbitration provided herein.
2. As part of the approval of said Agreements, the Council hereby grants a limited waiver of sovereign immunity for the purpose of effecting dispute resolution thereunder in the form of binding arbitration if, and only if, the following conditions exist within the Agreement:
 - A dispute between the State of Arizona and the White Mountain Apache Tribe arises directly from the Agreement between them for the purposes expressed therein.
 - The claim alleges a breach by the Tribe of one or more specific obligations or duties which the Tribe expressly assumes under the terms of the Agreement.
 - The claim seeks either (1) specific performance by the Tribe; (2) payment of all amounts due under the Agreement and reasonable costs the State incurs in collection of such amounts, or (3) the foreclosure of collateral secured under the Agreement, if any.
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 - The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.

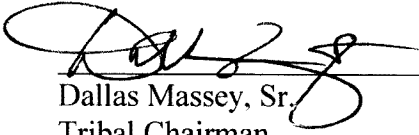
- Any claim against which arbitration may be demanded must be made in writing to the Tribe by the Lessor and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted.
3. The Chairman, or in his absence the Vice-Chairman, is hereby authorized to negotiate and execute agreements with the State of Arizona of every description, not inconsistent with Federal law or the Constitution of the White Mountain Apache Tribe, subject to review by the Tribe's Legal Department.

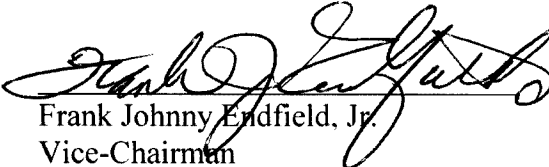
The foregoing resolution was on April 03, 2006 adopted by a vote of Six for and Zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Sections 1 (a), (b), (f), (g), (i), (j), (k), (s), (t) and (u) of the Constitution of the Tribe, ratified 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

Signatures of the members of the Tribal Council represent their approval of Tribal Resolution
No. 04-2006-91 . Dated this 3rd day of April , 2006.

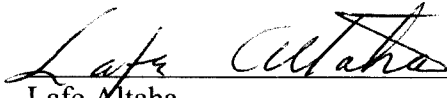

Dallas Massey, Sr.
Tribal Chairman


Frank Johnny Erdfield, Jr.
Vice-Chairman


Jacob Henry
District I Council Member

Ronnie Lupe
District I Council Member


Phoebe L. Nez
District II Council Member


Lafa Altaha
District II Council Member

Alvin Declay
District III Council Member

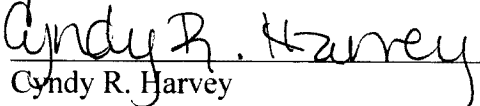
Margaret Baha-Walker
District III Council Member

Mariddie J. Craig
District IV Council Member

Reno Johnson, Sr.
District IV Council member


Noland Clay
District IV Council Member

ATTEST:


Cindy R. Harvey
Tribal Council Secretary