



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Approving Law Enforcement Agreement with the City of Show Low)

WHEREAS, the Chief of Police for the White Mountain Apache Police Department provided a presentation of the Law Enforcement Agreement between the White Mountain Apache Tribe and the City of Show Low; and

WHEREAS, partnership between both agencies are crucial for providing orderly and effective enforcement of criminal and traffic laws on the Fort Apache Indian Reservation and in the City of Show Low; and

WHEREAS, the Tribal Council finds it in the best interest of the White Mountain Apache Tribe to approve the Law Enforcement Agreement with the City of Show Low.

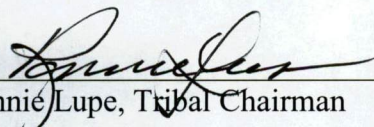
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a Law Enforcement Agreement with the City of Show Low to foster greater respect for the laws of each jurisdiction, based on mutual respect for and recognition of the inherent sovereignty of the White Mountain Apache Tribe.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

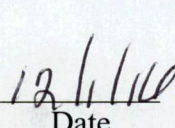
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

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

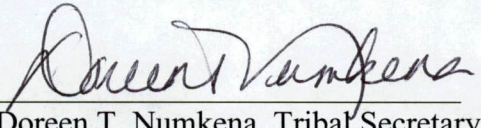
The foregoing resolution was on **SEPTEMBER 13, 2016** duly adopted by a vote of **EIGHT** for, **ZERO** against, and **ZERO** abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).



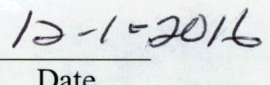
Ronnie Lupe, Tribal Chairman



Date



Doreen T. Numkena, Tribal Secretary



Date

**LAW ENFORCEMENT AGREEMENT BETWEEN
THE WHITE MOUNTAIN APACHE TRIBE AND
THE CITY OF SHOW LOW**

Section I Parties

This law enforcement agreement (hereinafter "AGREEMENT") is entered into by and between the White Mountain Apache Division of Public Safety, White Mountain Apache Police Department (hereinafter "TRIBE") and the City of Show Low (CITY) and jointly may also be referenced as Parties or Agencies.

Section II Purpose

This AGREEMENT is entered into to provide for the orderly and effective enforcement of the criminal and traffic laws of the White Mountain Apache Tribe and the City of Show Low, State of Arizona, within the Fort Apache Indian Reservation, Indian Country as defined in 18 U.S.C. § 1151; to prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction; to prevent inter-jurisdictional flight; and to foster greater respect for the laws of each jurisdiction by the more certain application thereof. This AGREEMENT is based on mutual respect for and recognition of the inherent sovereignty of the White Mountain Apache Tribe and the State of Arizona and the laws enacted by each sovereign.

Section III Authorities

The TRIBE is duly authorized to enter into this AGREEMENT pursuant to the Constitution of the White Mountain Apache Tribe Article 4 §§ 1 (a),(b),(t),and (u), as amended. CITY is authorized to enter into this AGREEMENT pursuant to A.R.S. §11-951, *et seq.*, A.R.S. § 13-3872.

Section IV Creation of Third Party Rights or Benefits; Use of Agreement as Evidence

This AGREEMENT does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto; nor does it create a duty to respond not otherwise imposed by applicable law. No part of this AGREEMENT may be used as evidence in any court proceeding by any party hereto or any successor, assignee, or subrogee of any party hereto unless the entire AGREEMENT is also received into evidence. Failure to follow the provisions of the AGREEMENT shall not, of itself, constitute a defense, ground for suppression of evidence, or basis for dismissal of any criminal action.

Section V Territorial Application

The geographical area covered by this AGREEMENT is co-extensive with the boundaries of the TRIBE and CITY, provided nothing herein shall limit the application of the laws of fresh pursuit

to any action undertaken pursuant to this AGREEMENT and each party acting under the authority of this AGREEMENT may engage in fresh pursuit as allowed by law.

Section VI Scope of Powers

- A. Pursuant to this AGREEMENT, the TRIBE hereby grants CITY police officers those powers necessary to enforce the criminal and traffic laws of the TRIBE, including the powers to conduct searches or make arrests for any violations thereof to the full extent as allowed by applicable law, hereinafter referred to as "mutual aid law enforcement certification."
- B. The Parties to this AGREEMENT recognize and acknowledge that White Mountain Apache Tribal officers are certified police officers, and thereby independently "possess and exercise all law enforcement powers of peace officers" in the State of Arizona, *see* A.R.S. §13-3874. Nothing in this AGREEMENT diminishes such authority.

Section VII Application for Certification

- A. The Show Low Police Department Chief of Police, or his or her designee, shall complete and submit the TRIBE's Peace Officer Commission Card form (Exhibit 1) for each CITY police officer who is qualified for a mutual aid law enforcement certification. A CITY police officer is qualified if he or she completes the required training pursuant to Subsection B, satisfactorily meets all requirements of the Peace Officer Commission Card form, and the Show Low Police Department Chief of Police, or his or her designee, submits a statement of qualifications that includes certification of a satisfactory background check conducted within the last five years of the date of the application and copies of a current valid State of Arizona driver's license and a valid City of Show Low law enforcement certification card for each applicant.
- B. CITY police officers shall complete the Criminal Justice in Indian Country training course offered by the Department Of Justice at such location agreed upon the Parties, prior to receiving a mutual aid law enforcement certification by the TRIBE.
- C. The TRIBE shall, without undue delay, certify each applicant upon determining that the applicant is qualified for mutual aid law enforcement certification. No applicant shall be denied a mutual aid law enforcement certification on the basis of race, creed, sex, or color.
- D. A CITY police officer shall remain commissioned under this AGREEMENT unless and until he or she resigns his or her employment as a CITY police officer. The CITY shall timely notify the TRIBE of such resignation, and the CITY shall return the CITY police

officer's mutual law enforcement certification card within ten (10) calendar days of the date of resignation of the official and address shown in Section XXI.

- E. The CITY agrees to timely notify the TRIBE if a CITY police officer who holds a Tribal mutual aid law enforcement certification under this AGREEMENT is being considered for termination from CITY employment or has been charged with or convicted of a felony or misdemeanor.
- F. The TRIBE may, at any time, suspend or revoke any mutual aid law enforcement certification issued pursuant to this AGREEMENT for reasons solely within the TRIBE's discretion. The TRIBE shall notify, in writing, the official and address shown in section XXI of the suspension or revocation of any certified CITY police officer. The CITY shall return the officer's Tribal mutual aid law enforcement certification card within ten (10) calendar days of the date of the suspension or revocation to the official and address shown in Section XXI.

Section VIII Arrest and Custody Procedures

- A. Indian suspects arrested within the TRIBE's territorial jurisdiction by any certified CITY police officer pursuant to this AGREEMENT shall be immediately taken to the appropriate and nearest Tribal detention facility for booking.
- B. Non-Indian suspects arrested by Tribal officers pursuant to this AGREEMENT shall be taken to the appropriate County detention facility for booking.
- C. A Tribal officer who arrests any non-Indian shall inform the arrestee of his or her rights as required by federal law.
- D. A certified CITY police officer who arrests an Indian within the TRIBE's territorial jurisdiction under any provision of the TRIBE's criminal laws shall inform the arrestee of his or rights relating to criminal law under the WMAT Criminal Procedure Code
- E. A certified CITY police officer who, only if authorized by the Bureau of Indian Affairs ("BIA") to enforce federal law, arrests any Indian within the TRIBE's territorial jurisdiction for any offense under 18 U.S.C. § 1152 or 1153, or any other applicable federal criminal law, shall inform the arrestee of his or her rights as required by federal law. If the certified CITY police officer is not federally commissioned by the BIA, he or she shall hold the suspect until a federally commissioned Tribal officer or other federally commissioned officer may inform the suspect of his or her rights as required by federal law.

- F. In the event an arrest is made, or could be made, under 18 U.S.C. § 1152 or 1153 or for any federal felony within the TRIBE's territorial jurisdiction:
1. By federally commissioned Tribal officer, that officer shall immediately notify a Tribal Criminal Investigator or FBI Agent who will then proceed with the case; or
 2. By a certified CITY police officer only if federally commissioned, he or she shall immediately notify a Tribal Criminal Investigator or FBI Agent who will then proceed with the case.
- G. A certified CITY police officer who makes an arrest within the TRIBE's territorial jurisdiction shall notify the TRIBE's police dispatcher, via police radio, of the arrest, obtain a report number, and then if Indian, prepare and submit a complete and accurate Tribal arrest/booking report, submit the arrest report to the Tribal Police Department immediately for processing, forward said information and documents to the Tribal Prosecutor's Office, and shall honor any Tribal court subpoena and summons relating to the arrest.
- H. A Tribal officer who arrests a non-Indian, off of the Fort Apache Indian Reservation, pursuant to this AGREEMENT shall notify the nearest sheriff's dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit a complete and accurate sheriff's arrest/booking report, submit the arrest report to the nearest sheriff's facility immediately for processing, forward said information and documents to that county's district attorney, and shall honor any county or magistrate court subpoena and summons relating to the arrest.

Section IX Investigations

All investigations, including searches and seizures, conducted within the applicable territory of this AGREEMENT shall be conducted pursuant to applicable Tribal, Arizona and/or Federal law.

Section X Forfeitures

If, as a result of any investigation within the TRIBE's territorial jurisdiction, or within the County in which the TRIBE and CITY participate together and any tangible items of contraband, including money, are seized from an Indian or non-Indian pursuant to the criminal laws of the TRIBE or the State of Arizona, the TRIBE and CITY shall share in the distribution of any and all items not otherwise legally destroyed or money forfeited as a result of said investigation. Shares and proceeds from the sale of any and all items, including money, will be distributed based on applicable law and the relative contributions of the participating Agencies. Relative contributions will be cooperatively evaluated and determined by participating Agency heads or their authorized delegates.

Section XI Crime Statistics

The Parties agree that crime statistics arising from arrests and investigations conducted pursuant to this AGREEMENT shall be accounted for and maintained by the Agency in whose jurisdiction the offense was committed.

Section XII Extradition

Any Indian located within the TRIBE's territorial jurisdiction who has violated Arizona criminal law and who seeks asylum from prosecution by the State of Arizona shall be extradited pursuant to White Mountain Apache Criminal Code § 3.1 *et seq.*, as may be amended, except if the arrest is as a result of fresh pursuit pursuant to section V of this AGREEMENT.

Section XIII Citations for Traffic Offenses

- A. A certified CITY police officer who effects a stop for a traffic offense within the TRIBE's territorial jurisdiction on any Indian may issue a written warning or issue a citation into the Tribal court or effect an arrest where permitted by Tribal law.
- B. A Tribal officer who effects a stop for a traffic offense within City of Show Low, State of Arizona, but outside the TRIBE's territorial jurisdiction on any non-Indian may issue a verbal or written warning or issue a State of Arizona traffic citation or effect an arrest where permitted by Arizona law.

Section XIV Supervision and Control of TRIBE's Officers and CITY Police Officers

Tribal officers remain under the ultimate supervision and control of the TRIBE, but shall take direction from the ranking CITY police officers when Tribal officers are exercising authority granted pursuant to this AGREEMENT in assistance of CITY police officers outside the TRIBE's territorial jurisdiction. Certified CITY police officers shall remain under the ultimate supervision and control of the CITY, but shall take direction from the ranking Tribal officer when exercising authority granted pursuant to this AGREEMENT in assistance of the Tribe's officers.

Section XV Compensation and Benefits of Tribal Officers and CITY Deputies

All Tribal officers remain employees of the TRIBE. The TRIBE shall remain liable for Tribal officers' salaries, workers' compensation, and civil liabilities. Each Tribal officer shall be deemed to be performing regular duties for the TRIBE while performing public safety services pursuant to this AGREEMENT. All certified CITY Police Officers remain employees of the CITY. The CITY shall remain liable for all certified CITY Police Officers' salaries, workers' compensation, and civil liabilities. Each certified CITY Police Officer shall be deemed to be

performing regular duties for the CITY while performing public safety services pursuant to this AGREEMENT.

Section XVI Dispute Resolution

In the event of a dispute, claim or controversy ("dispute") arising out of or related to this AGREEMENT, the Parties agree to meet as promptly as possible to informally resolve the dispute in good faith. In the event the Parties are unable to reach an informal resolution, either Party, or both, may notify the other in writing of intent to terminate the AGREEMENT in accordance with Section XVIII of this AGREEMENT.

Section XVII Indemnification

The TRIBE shall be liable for all acts or failures to act of its Officers acting within the scope of the TRIBE's employment. The CITY shall be liable for any and all acts or failures to act of certified CITY police officers acting within the scope of the CITY's employment.

Section XVIII Duration, Modification and Termination of Agreement

This AGREEMENT is in effect for a period of three (3) years from the date of signing unless modified or terminated as described below. Renewals of this AGREEMENT may be made, each for a three-year period, with each renewal being completed and approved at least thirty (30) calendar days prior to the expiration of the preceding three-year period. Any amendment to this AGREEMENT may be adopted by an instrument in writing signed by all Parties to this AGREEMENT subject to approval by the appropriate authorities. The TRIBE or the CITY may terminate this agreement upon written notice of at least thirty (30) calendar days prior to the termination date, by certified, return receipt, postal mail. Such written notice shall be forwarded to the Chief of Police for the City and to the Chief of Police for the Tribe. All parties are hereby on notice that this contract is subject to cancellation for Conflicts of Interest pursuant to A.R.S. § 38-511.

Section XIX Provisions Required in Contracts with Agencies of the State of Arizona

Notwithstanding any provision of the AGREEMENT to the contrary, the TRIBE agrees to abide by the following terms and provisions that are required for contracts with the CITY, a constituent department of the State of Arizona:

- A. The TRIBE shall retain all data and other records relating to the performance of the AGREEMENT for a period of five years after the completion of the AGREEMENT. All such records shall be subject to inspection and audit by the CITY at reasonable times. Upon request, the TRIBE shall produce a legible copy of any or all such records.

- B. The Parties agree to comply with all applicable State and federal statutes and regulations concerning anti-discrimination process practices. This contract is governed by Arizona Executive Order 2009-09.

Section XX Sovereign Immunity

Nothing in this AGREEMENT, or in any future amendments, shall be interpreted, either expressly or impliedly, as constituting a waiver of the sovereign immunity of the White Mountain Apache Tribe or of the State of Arizona.

Section XXI Notices

All notices and communications required or permitted under this AGREEMENT shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such address as a Party may hereafter specify in writing):

TRIBE: Chief of Police
 White Mountain Apache Police Department
 P.O. Box 889
 Whiteriver, AZ 85941

COUNTY: Chief of Police
 Show Low Police Department
 150 N. 6th Street
 Show Low, AZ 85901

Section XXII Savings Clause

If any provision of this AGREEMENT is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.

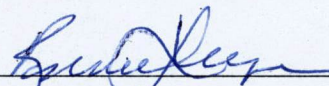
Section XXIII Entire Agreement

This AGREEMENT, including any exhibits or other attachments, constitutes the entire terms, conditions and understandings of the Parties hereto. There are no representations or provisions other than those contained herein.

Section XXIV Effective Date of Agreement

This AGREEMENT shall become effective on the date the last signature of the appropriate authorities is affixed below. This AGREEMENT may be executed up to four counterparts; each to be treated as the original.

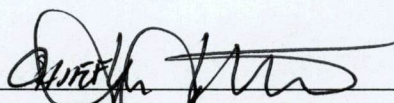
THE WHITE MOUNTAIN APACHE TRIBE:



Ronnie Lupe, Chairman
White Mountain Apache Tribe

9-12-16

Date

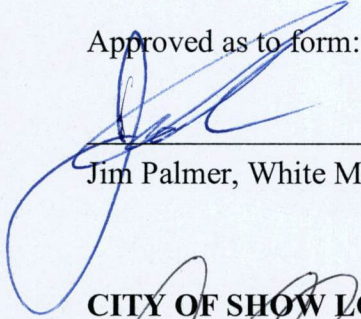


Timothy Webster, Chief
White Mountain Apache Police Department

09-21-16

Date

Approved as to form:

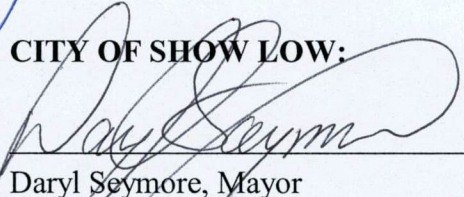


Jim Palmer, White Mountain Apache Tribal Attorney General

9-13-16

Date

CITY OF SHOW LOW:

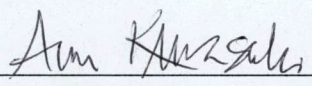


Daryl Seymore, Mayor

9/6/16

Date

Attest:

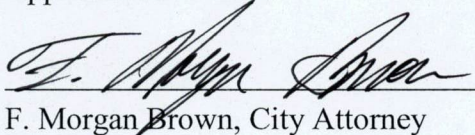


Ann Kurasaki, City Clerk

9/6/16

Date

Approved as to form:



F. Morgan Brown, City Attorney

9-6-16

Date