

MUTUAL AID AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
THE GILA RIVER INDIAN COMMUNITY

THIS AGREEMENT, entered into as of the 28th day of January, 2008, between the Gila River Indian Community a federally recognized Indian sovereign nation, hereinafter referred to as the "Community" and the Arizona Department of Public Safety, a political subdivision of the State of Arizona, hereinafter referred to as "DPS".

WHEREAS, it is to the mutual benefit of the parties hereto that they enter into an Agreement of mutual protection and assistance in the field of law enforcement, and recognizing that this Agreement does not constitute a waiver of State or Tribal sovereignty and

NOW, THEREFORE, DPS pursuant to A.R.S. §11-951, et seq., and A.R.S. § 13-3872, and the Community Council, by virtue of and pursuant to Article XV, Section 1 (a) (9) of the Constitution and Bylaws of the Gila River Indian Community, to promote and protect the health, peace, morals, education and general welfare of the Community and its members and Community Council Resolution GR-03-08, do hereby enter into this Agreement to more efficiently and economically facilitate and provide for the protection of the citizens of the State and the Community, and for the protection of the law enforcement officers subject to this Agreement.

NOW, THEREFORE, it is mutually agreed by the parties hereto:

1. That commencing on January 28, 2008 for a period of three (3) years, DPS and the Community agree to cooperate and assist each other when designated law enforcement officers employed by, either party request assistance, when said request for assistance does not conflict with the requested officers duties.
2. DPS, through its designated and employed officers, agrees to assist and aid the designated and employed officers of the Community when requested and the Community, through its duly designated and employed officers, agrees to assist and aid the DPS designated and employed officers when requested. Such assistance will be provided unless requests for assistance conflict with then present duties.
3. That upon a duly authorized request of a Community's officer for assistance, the DPS officer(s) will assist the Community's officer(s) in enforcement of the Law and Order Code of the Gila River Indian Community. Responding DPS officer(s) recognize that the Community's officers will be the officers in charge when they respond to provide aid and assistance within the exterior boundaries of the Gila River Indian Reservation (Reservation). DPS officers requested by a Community officer to render assistance, or who enter on to the Reservation while engaged in the "HOT PURSUIT" of a fleeing suspect

may detain, but shall not remove a Native American from the Reservation. Detained Native American individuals will be turned over to the responding officers of the Community.

4. DPS agrees that the duly authorized Highway Patrol officer(s) assigned to conduct traffic enforcement duties on the designated State Highways, County Roadways and areas of Interstate 10 within the Reservation shall attend and successfully complete an orientation course on Community culture and laws. Upon completion of the orientation course, the Community agrees through the Law Enforcement Commission to issue a GRIC Law Enforcement Commission Card to DPS officers in good standing with the Arizona Peace Officer Standards and Training.

5. That upon a duly authorized request of a DPS officer for assistance, the Community's officer(s) will assist the DPS officer(s) in enforcement of the law relating to all crimes of the State of Arizona as set forth in Arizona Revised Statutes. Responding Community police officers recognize that DPS officers will be the officers in charge when they respond to provide aid and assistance outside the exterior boundaries of Reservation.

6. DPS officers and the Community's officers will provide assistance to each other when there is a duly authorized request in non-criminal incidents and accidents where a response does not conflict with their present duties.

7. The Community agrees to hire and pay the entire salary of the duly commissioned officers of the Community's Police Department without compensation from DPS, and DPS agrees to hire and pay the salaries of the duly commissioned officers of the DPS without compensation from the Community, in the exercise of any and all of the provisions of this Agreement. Nothing contained in this Agreement shall be construed or constructed as an employment contract of or for individual officers of the Community or the DPS.

8. Each party shall be responsible and liable for damages caused by its employees under this Agreement when said employees are acting within the scope of their employment. Each party shall hold the other party harmless for liability caused by its employees. Each party shall have the right of contribution against the other to the extent of the liability caused by the others' employees in activities creating joint liability. Officers of the assisting party shall not be considered employees of the requesting party.

9. In rendering mutual law enforcement assistance, each party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers involved that the sharing or use of equipment, materials or supplies is necessary or proper.

10. After occurrences in which mutual assistance was given, each party shall exchange with the other party all reports arising out of such occurrence when requested by the other party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by law as to such reports or the

contents thereof. Reports generated pursuant to mutual aid between the agencies remain the records of the respective agencies and any public records requests shall be the responsibility of the agency creating the record.

11. Each party shall within its lawful methods of financing establish and provide for payment of the costs and expenses of performance of its obligations undertaken pursuant to this Agreement and no taxable event shall arise from this Agreement. Each party will pay its own incurred overtime and expenses associated with officers working an occurrence or traveling to testify or testifying. It is also contemplated that the Chief Law Enforcement Officer for each party shall direct and require his/her officers to travel and testify, under subpoena, to the court with jurisdiction over the occurrence.

12. For the purposes of worker's compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Mutual Aid Agreement, shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section. Each party herein shall comply with provisions of A.R.S. § 23-1022 (E) by posting public notice.

13. The parties to this Agreement note that the applicability of federal and tribal laws in "Indian Country" may depend on whether the subject or the victim is Native American, and that state law has been held generally to be inapplicable to Native Americans in Indian Country; and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable.

14. The Community agrees to support DPS's efforts to obtain Special Law Enforcement Commission (SLEC) from the United States Department of the Interior, Bureau of Indian Affairs, subject to those officers meeting all requirements of the Bureau of Indian Affairs for issuance of the SLEC, including applicants' background investigations and required training. Any exercise of federal authority by a DPS officer on the Gila River Indian Community pursuant to the SLEC must be reported to the Chief Law Enforcement Officer of the Gila River Indian Community, or to his or her designee, as soon as practical following such exercise of authority.

15. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, and is not intended to impair, limit, or affect the status of any party or its sovereignty.

16. This Agreement may be canceled or terminated by either party at the time upon thirty (30) days written notice by registered or certified mail. Notices are to be mailed to the Director of DPS for the State of Arizona, and to the Governor of the Gila River Indian Community.

17. This Agreement shall become effective ten (10) days after the filing of this Agreement with the Secretary of State.

18. All parties are hereby on notice that this contract is subject to cancellation for Conflicts of Interest pursuant to A.R.S. § 38-511.

19. The parties agree that the State of Arizona Executive Order 99-4 is incorporated by reference and is applicable, unless exempted or superseded by other applicable law(s).

GILA RIVER INDIAN COMMUNITY

STATE OF ARIZONA

By W R Rhodes 1-8-08
William Rhodes
Governor,
Gila River Indian Community

By Janet Napolitano
Janet Napolitano
Governor, State of Arizona

By Roger Vanderpool
Roger Vanderpool, Director
Arizona Department of Public Safety

APPROVED as to form this 16 day
of January, 2008

By BS
Arizona Attorney General's Office

By Jennifer L. [Signature] 1/4/08
General Counsel
Gila River Indian Community