LAW ENFORCEMENT AGREEMENT BETWEEN
THE NAVAJO NATION AND
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

Section I     Parties
This law enforcement agreement (hereinafter “AGREEMENT”) is entered into by and between
the Navajo Division of Public Safety, Navajo Police Department (hereinafter “NATION”) and
the Arizona Department of Public Safety (hereinafter “AZ DPS”). The Navajo Nation and State
of Arizona 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 Navajo Nation and the State of Arizona within Navajo 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
Navajo Nation and the State of Arizona and the laws enacted by each sovereign.

Section III    Authorities
The NATION is duly authorized to enter into this AGREEMENT pursuant to 17 N.N.C. § 102
and 2 N.N.C. § 1353, as amended. AZ DPS is authorized to enter into this AGREEMENT

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
Arizona portion of the Navajo Nation and the State of Arizona, 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 NATION hereby grants AZ DPS officers those
powers necessary to enforce the criminal and traffic laws of the Navajo Nation, 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 NATION officers are certified through Arizona Peace Officer Standards and Training, 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 Director of AZ DPS, or his or her designee, shall complete and submit the NATION’s Peace Officer Commission Card form (Exhibit 1) for each AZ DPS officer who is qualified for a mutual aid law enforcement certification. An AZ DPS officer is qualified if he or she completes the required training pursuant to Subsection B, satisfactorily meets all requirements on the Peace Officer Commission Card form, and the Director of DPS, 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 currently valid State of Arizona driver’s license and a valid Arizona Department of Public Safety law enforcement certification card for each applicant.

B. AZ DPS officers shall complete a 16-hour training course at the NATION’s police academy, or at such other location agreed upon by the Parties, prior to receiving a mutual aid law enforcement certification by the NATION.

C. The NATION 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. An AZ DPS officer shall remain commissioned under this AGREEMENT unless and until he or she resigns his or her employment as an AZ DPS officer. AZ DPS shall timely notify the NATION of such resignation, and AZ DPS shall return the AZ DPS officer’s Navajo mutual law enforcement certification card within ten (10) calendar days of the date of resignation to the official and address shown in Section XXI.

E. AZ DPS agrees to timely notify the NATION if an AZ DPS officer who holds a Navajo mutual aid law enforcement certification under this AGREEMENT is being considered for termination from AZ DPS employment or has been charged with or convicted of a felony or misdemeanor.

F. The NATION may, at any time, suspend or revoke any mutual aid law enforcement certification issued pursuant to this AGREEMENT for reasons solely within the NATION’s discretion. The NATION shall notify, in writing, the official and address shown in Section XXI of the suspension or revocation of any certified AZ DPS officer. AZ DPS shall return the officer’s Navajo mutual 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 NATION’s territorial jurisdiction by any certified AZ DPS officer pursuant to this AGREEMENT shall be immediately taken to the appropriate and nearest NATION detention facility for booking except if the appropriate and nearest NATION detention facility is Shiprock, New Mexico. In this case, an AZ DPS officer shall transfer the Indian suspect to a NATION officer who will transport the suspect to the Shiprock detention facility for booking.

B. Non-Indian suspects arrested by NATION officers pursuant to this AGREEMENT shall be taken to the appropriate County detention facility for booking in the County in which the arrest occurs.

C. A NATION officer who arrests any non-Indian shall inform the arrestee of his or her rights as required by federal law.

D. A certified AZ DPS officer who arrests any Indian within the NATION’s territorial jurisdiction under any provision of the NATION’s criminal laws shall inform the arrestee of his or her rights relating to criminal law under the Navajo Bill of Rights.

E. A certified AZ DPS officer, if authorized by the Bureau of Indian Affairs (“BIA”) to enforce federal law, arrests any Indian within the NATION’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 AZ DPS officer is not federally commissioned by the BIA, he or she shall hold the suspect until a federally commissioned NATION 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 NATION’s territorial jurisdiction:
   1. by a federally commissioned NATION officer, that officer shall immediately notify a NATION Criminal Investigator or FBI Agent who will then proceed with the case; or
   2. by an AZ DPS officer only if federally commissioned, he or she shall immediately notify a NATION Criminal Investigator or FBI Agent who will then proceed with the case.

G. A certified AZ DPS officer who arrests any Indian within the NATION’s territorial jurisdiction shall notify the NATION’s police dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit a complete and accurate NATION arrest/booking report, submit the arrest report to the proper NATION police district immediately for processing, forward said information and documents to the proper NATION Prosecutor’s Office, and shall honor any Navajo district court subpoena and summons relating to the arrest.
II. A NATION officer who arrests a non-Indian 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 Navajo, Arizona and/or federal law.

Section X Forfeitures
If, as a result of any investigation within the NATION’s territorial jurisdiction in which the NATION and AZ DPS 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 Navajo Nation or the State of Arizona, the NATION and AZ DPS 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 NATION’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 17 N.N.C. §§ 1951 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 AZ DPS officer who effects a stop for a traffic offense within the NATION’s territorial jurisdiction on any Indian may issue a written warning or issue a citation into the appropriate Navajo district court or effect an arrest where permitted by Navajo law.

B. A NATION officer who effects a stop for a traffic offense within the State of Arizona but outside the NATION’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 NATION Officers and AZ DPS Officers
NATION officers remain under the ultimate supervision and control of the NATION, but shall take direction from the ranking AZ DPS officer when NATION officers are exercising authority granted pursuant to this AGREEMENT in assistance of AZ DPS officers outside the NATION’s territorial jurisdiction. Certified AZ DPS officers shall remain under the ultimate supervision and control of AZ DPS, but shall take direction from the ranking NATION officer when exercising authority granted pursuant to this AGREEMENT in assistance of NATION officers.

Section XV  Compensation and Benefits of NATION Officers and AZ DPS Officers
All NATION officers remain employees of the NATION. The NATION shall remain liable for NATION officers’ salaries, workers’ compensation, and civil liabilities. Each NATION officer shall be deemed to be performing regular duties for the NATION while performing public safety services pursuant to this AGREEMENT. All certified AZ DPS officers remain employees of the State of Arizona. The State of Arizona shall remain liable for all AZ DPS officers’ salaries, workers’ compensation, and civil liabilities. Each certified AZ DPS officer shall be deemed to be performing regular duties for the State of Arizona 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 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 NATION shall be liable for all acts or failure to act of its Officers acting within the scope of the NATION’s employment. The State of Arizona shall be liable for any and all acts or failure to act of certified AZ DPS officers acting within the scope of the State of Arizona’s employment.

Section XVIII  Duration, Modification and Termination of Agreement
This AGREEMENT is in effect for a period of five (5) years from the date of signing unless modified or terminated as described below. Renewals of this AGREEMENT may be made, each for a five-year period, with each renewal being completed and approved at least thirty (30) calendar days prior to the expiration of the preceding five-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 NATION or AZ DPS 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 Director of DPS for the State of Arizona and to the Chief of Police for the NATION. 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 NATION agrees to abide by the following terms and provisions that are required for contracts with AZ DPS, a constituent department of the State of Arizona:
A. The NATION 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 records shall be subject to inspection and audit by the AZ DPS at reasonable times. Upon request, the NATION 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 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 Navajo Nation 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 other address as a Party may hereafter specify in writing):

NATION:    Chief of Police
           Navajo Police Department
           P.O. Box 3360
           Window Rock, AZ 86515-3360

AZ DPS:    Director
           Arizona Department of Public Safety
           P.O. Box 6638
           Phoenix, AZ 85005-6638

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.
MUTUAL AID AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
THE FORT McDOWELL YAVAPAI NATION

THIS AGREEMENT, entered into as of the December 15, 2009, between the Fort McDowell Yavapai Nation, hereinafter referred to as the “Nation” 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 of Arizona or the Nation’s sovereignty, and

NOW, THEREFORE, DPS pursuant to A.R.S. §11-951, et seq., and A.R.S. § 13-3872, and the Nation, by virtue of and pursuant to the authority contained under Article V, Section A (3), (4) and (15) of the Constitution of the Fort McDowell Yavapai Nation, do hereby enter into this Agreement to more efficiently and economically facilitate and provide for the protection of the citizens of the State of Arizona and the Nation, and for the protection of the law enforcement officers subject to this Agreement.

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

1. Commencing on December 26, 2009, for a period of five (5) years, DPS and the Nation agree to cooperate and assist each other when designated law enforcement officers employed by either Party request assistance, when said call does not conflict with the requested officers’ duties.

2. DPS, through its duly designated and employed officers, agrees to assist and aid the designated and employed officers of the Nation when called upon, and the Nation, through its duly designated and employed officers, agrees to assist and aid DPS designated and employed officers. Such assistance will be provided unless such call conflicts with their present duties.

3. Upon a duly authorized request of a Nation’s officer for assistance, the DPS officer or officers will assist the Nation’s officer or officers in enforcement of the Law and Order Code of the Fort McDowell Yavapai Nation. Responding DPS officers recognize that the Nation’s officers will be the officers in charge when they respond to provide aid and assistance within the confines of the Fort McDowell Indian Reservation (Reservation). DPS officers requested by a Nation’s officer to render assistance, or who enter on to the Fort McDowell Indian 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 Nation.
4. Upon a duly authorized request of a DPS officer for assistance, the Nation's officer or officers will assist the DPS officer or officers in enforcement of the law relating to all crimes of the State of Arizona as set out in Arizona Revised Statutes, 1956, as amended. Responding Tribal police officers recognize that DPS officers will be the officers in charge when they respond to provide aid and assistance outside the borders of the Reservation.

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

6. The Nation agrees to hire and pay the entire salary of the duly commissioned officers of the Nation'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 Nation, in the exercise of any of the provisions of this Agreement. Nothing contained in this Agreement shall be construed or constructed as an employment contract of individual officers of the Nation or DPS.

7. 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 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.

8. 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 is necessary or proper.

9. 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 applicable law(s) 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 may be governed by applicable law(s).

10. 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 officers to travel and testify, with subpoena, to the court with jurisdiction over the occurrence.

11. 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 Agreement, shall be deemed to be an employee of the Party who is his/her primary employer and of the Party under whose jurisdiction and control he/she 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 if required.

12. The Parties to this Agreement agree 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. The Parties agree that nothing in this Agreement shall make any law applicable to a certain person or certain conduct where it would not otherwise be applicable.

13. The Parties may impose other requirements including, but not limited to, an orientation course on BIA, Tribal or State criminal procedures.

14. 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 sovereignty.

15. This Agreement may be canceled or terminated by either Party at any time upon thirty (30) days written notice by registered or certified mail. Notices are to be addressed to the Director of DPS for the State of Arizona, and to the General Manager of the Fort McDowell Yavapai Nation for the Nation.

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

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

18. The Parties agree that Executive Order 99-4 is incorporated by reference and is applicable, unless exempted or superseded by other applicable law(s).

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FORT McDOWELL YAVAPAI NATION    STATE OF ARIZONA
INTERGOVERNMENTAL AGREEMENT
LEVEL B
Between
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM and

I. Purpose
This Intergovernmental Agreement ("IGA") is entered into by the State of Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC), here in after referred to as “AZ DPS ACTIC,” and the TRIBAL NATION, herein after referred to as TRIBAL NATION.

The purpose of this IGA is to enhance the domestic preparedness Chemical, Biological, Radiological, Nuclear, Explosive ("CBRNE") response services concerning the activities of terrorism, through the cooperative efforts of the parties to this IGA.

II. Authority
AZ DPS ACTIC is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713, A.R.S. §11-952, and applicable provisions of state law, and the TRIBAL NATION is authorized and empowered to enter into this IGA pursuant to site section of Tribal Constitution and/or applicable provisions of Tribal Law.

Now, in consideration of the mutual promises set forth herein, the parties to this IGA hereby agree to the following terms and conditions:

III. Participation
The TRIBAL NATION agrees to assign a sworn police officer or law enforcement analyst who has been authorized by his/her TRIBAL NATION to respond as needed in support of the TRIBAL NATION and/or AZ DPS ACTIC in accordance to the provisions of this IGA. This person is herein referred to as a certified TLO. Prior to receiving any reimbursements, equipment, and/or funding, the TLO must complete the TLO training offered by the AZ DPS ACTIC. If the TLO fails to complete the training, he/she is ineligible for this program. A person who completes the training is known as a certified TLO.

During the duration of the assignment, the certified TLO must work at least 20 hours per month related to the purpose of this IGA. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness. The TLO must submit their TLO time and activity weekly to AZ DPS ACTIC electronically through the Homeland Security Information Network (HSIN) documenting work relating to the purpose of this IGA.

TLOs are required to adhere to all AZ DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC TLO program.

During the assignment period, the TRIBAL NATION and AZ DPS ACTIC agree to allow the
certified TLO to maintain all benefits, rights, and privileges available to said certified TLO as if they were assigned on a full-time basis to the TRIBAL NATION during this period. The assigned certified TLO must abide by all of the applicable rules and regulations of the TRIBAL NATION and are subject to its disciplinary process.

IV. Equipment
The equipment purchased for and assigned to said certified TLO shall be CBRNE capable and shall remain in the custody of the TRIBAL NATION for use by the certified TLO pursuant to this IGA.

Contingent upon the availability of Homeland Security Grant funding, equipment will be acquired by AZ DPS ACTIC. Equipment will be purchased from the current list of authorized equipment approved by the AZ DPS ACTIC Director and in support of the Federal Department of Homeland Security authorized equipment list.

All assigned and purchased equipment issued to a certified TLO pursuant to this IGA will be maintained in good working order by the TRIBAL NATION. The TRIBAL NATION will be required to make all necessary repairs to equipment. In the event that issued or purchased equipment is damaged, lost, stolen or no longer operative, the TRIBAL NATION will be responsible for the expenses for replacement in kind, repair, or reimbursement, whichever is applicable.

An annual inventory of equipment issued to the TRIBAL NATION and assigned to certified TLO(s) will be conducted by the TRIBAL NATION and presented to the Director of AZ DPS ACTIC in writing no later than the first day of May following each year this IGA is in effect.

The TRIBAL NATION represents that it is insured and will include all equipment, provided pursuant to this agreement, within the scope of the TRIBAL NATION’s insurance coverage.

V. Reimbursement for Travel Expenses
Each Tribal Nation is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for AZ DPS ACTIC approved TLO training shall be reimbursed by AZ DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Non-discrimination
The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The TRIBAL NATION shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

VII. Indemnification
Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent 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, agents, employees, or volunteers.

VIII. Arbitration
To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this agreement by arbitration. Unresolved issues will be submitted to a three-member panel consisting of the President or Vice-President of the TRIBAL NATION or their delegated representative and the Director of the DPS ACTIC or the Director’s delegated representative, and an impartial representative to be mutually agreed upon by the parties. The decision of the Panel shall be final.

IX. No Waiver of Sovereign Immunity
The parties shall have such immunity as provided by applicable federal, state or tribal law, and nothing in this IGA shall be construed as a waiver of sovereign immunity by the TRIBAL NATION, whether express or implied, or as a consent to the jurisdiction of any Federal or State Court.

X. Effective Date/Duration
This IGA shall become effective upon the final signature on the three (3) originals and shall remain in effect until such time that either party submits a 30-day written notice to terminate this IGA to the other party. Any modification of this IGA shall be by written amendment executed by the governing bodies of both parties.

This IGA replaces any and all previous IGA’s regarding TLO Level B participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

XI. Termination/Cancellation
Either party may terminate this IGA for convenience or cause upon thirty (30) days written notice to the other party.

In accordance with Department of Homeland Security grant guidelines for equipment purchased:

1) Upon termination of this IGA, all assigned and purchased equipment acquired pursuant to this IGA shall be returned to AZ DPS ACTIC or reimbursed at current market value for said equipment.
2) Said equipment shall be returned to AZ DPS ACTIC immediately upon breach or termination of this IGA.
3) After the serviceable life of the equipment, final disposition is the responsibility of the TRIBAL NATION.

Any notice required to be given under this IGA will be provided by mail to:
XII. Conflict of Interest
This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

XIII. Audit of Records
Pursuant to A.R.S. § 35-214, the [other side] shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the [other side] shall produce the original of any or all such records. TLO time shall be recorded and submitted to ACTIC through the Homeland Security Information Network (HSIN).

XIV. Fees
In no event shall either party charge the other for any administrative fees for any work performed pursuant to this IGA.

XV. Jurisdiction
The TRIBAL NATION accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify AZ DPS ACTIC as soon as possible, and in accordance with the TRIBAL NATION’s emergency response guidelines and Department of Homeland Security (DHS) guidelines, as applicable.

XVI. Worker’s Compensation Benefits
Pursuant to A.R.S. §23-1022 D., for the purposes of worker’s compensation coverage, all employees covered by this IGA shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker’s compensation benefits.

XVII. Non-Availability of Funds
This IGA shall be subject to available funding, and nothing in this IGA shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this agreement.

XVIII. Relationship of Parties – Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

XIX. E-Verify – To the extent applicable under A.R.S. § 41-44-1, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations
that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The parties’ or a subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of the Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party’s subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party.

XX. Scrutinized Business Operations – Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

[SIGNATURES ON THE NEXT PAGE]
IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

By: ________________________________
Name of DPS Director
Arizona Department of Public Safety
Date: ________________________________

Approved as to Form:

Assistant Attorney General
Date: ________________________________

TRIBAL NATION Police Department

By: ________________________________
Name of Tribal Chairperson
TRIBAL NATION
Date: ________________________________

Approved as to Form:

Name of Attorney General (if applicable)
Attorney General
Date: ________________________________
INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA COUNTER TERRORISM INFORMATION CENTER AND THE TRIBAL NATION FOR STATEWIDE TERRORISM LIAISON OFFICER PROGRAM (LEVEL C)

I. Purpose
This Intergovernmental Agreement (“IGA”) is entered into between the State of Arizona Department of Public Safety Arizona Counter Terrorism Information Center (“ACTIC”), hereinafter referred to as “DPS ACTIC,” and the TRIBAL NATION, herein after referred to as TRIBAL NATION.

The purpose of this IGA shall be to enhance domestic preparedness Chemical, Biological, Radiological, Nuclear, Explosive (“CBRNE”) response services concerning the activities of terrorism, through the cooperative efforts of the parties to this IGA.

II. Authority
DPS ACTIC is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713, A.R.S. § 11-952 and applicable provisions of state law, and the TRIBAL NATION is authorized and empowered to enter into this IGA pursuant to [site section of Tribal Constitution and/or applicable provisions of Tribal Law].

Now, in consideration of the mutual promises set forth herein, the parties to this IGA hereby agree to the following terms and conditions:

III. Participation
The TRIBAL NATION agrees to assign a sworn police officer, certified fire fighter or law enforcement analyst who has been authorized by his/her TRIBAL NATION to respond as needed in support of the TRIBAL NATION and/or DPS ACTIC in accordance to the provisions of this IGA. The TRIBAL NATION agrees to provide equipment (as identified in section II, Equipment) and pay for all personnel expenses, salary and benefits related to participation in this program. Prior to receiving connectivity to ACTIC Terrorism Liaison Officer (“TLO”) systems, the TLO must successfully complete TLO training coordinated by DPS ACTIC. A person who successfully completes the training is classified as a certified TLO.

During the duration of the assignment, the certified TLO must work at least 20 hours per month related to the purpose of this IGA. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness. The TLO must submit their TLO time and activity weekly to AZ DPS ACTIC electronically through the Homeland Security Information Network (HSIN) documenting work relating to the purpose of this IGA.

During the assignment period, the TRIBAL NATION and DPS ACTIC agree to allow the certified TLO to maintain all benefits, rights, and privileges available to said certified TLO as if they were assigned on a full-time basis to the TRIBAL NATION during this period. The assigned certified TLO must abide by all of the applicable rules and regulations of the TRIBAL NATION and are subject to the TRIBAL NATION’s disciplinary process.
IV. Equipment
The equipment provided by the TRIBAL NATION and assigned to said certified TLO shall be in compliance with the equipment list approved by the ACTIC Commander. Equipment shall remain in the custody of the TRIBAL NATION for use by the certified TLO pursuant to this IGA.

All provided and assigned equipment issued to a certified TLO pursuant to this IGA will be maintained in good working order by TRIBAL NATION. Equipment issued to a TLO shall only be used and accessed by the certified TLO having connectivity to DPS ACTIC Information Technology (IT) systems. Computer equipment and software used in this program will be specified by the DPS ACTIC Information Technology (IT) section in accordance with current ACTIC IT standards. DPS ACTIC will maintain control of the administrative rights of the computer in order to ensure system stability and security. All changes and/or modifications to said computer will require DPS ACTIC IT approval. In the event that equipment is damaged, lost, or no longer operative, the TRIBAL NATION will be responsible for all expenses regarding replacement or repair. In the event the equipment is stolen the TRIBAL NATION must immediately notify the ACTIC Watch Center, (602) 644-5805, of the loss.

V. Reimbursement for Travel Expenses
Each TRIBAL NATION is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Non-discrimination
The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

VII. Indemnification
To the extent permitted by law each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent 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, agents, employees, or volunteers.

VIII. Arbitration
To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this agreement by arbitration. Unresolved issues will be submitted to a
three-member panel consisting of the President or Vice-President of the TRIBAL NATION or their delegated representative and the Director of the DPS ACTIC or the Director’s delegated representative, and an impartial representative to be mutually agreed upon by the parties. The decision of the Panel shall be final.

IX. No Waiver of Sovereign Immunity
The parties shall have such immunity as provided by applicable federal, state or tribal law, and nothing in this Agreement shall be construed as a waiver of sovereign immunity by the TRIBAL NATION, whether express or implied, or as a consent to the jurisdiction of any Federal or State Court.

X. Effective Date/Duration
This IGA shall become effective upon the final signature on the two (2) originals and shall remain in effect until such time that either party submits a 30-day written notice to terminate this IGA to the other party. Any modification of this IGA shall be by written amendment executed by the governing bodies of both parties.

This IGA replaces any and all previous IGAs or MOUs regarding TLO Level C (Connectivity) participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

XI. Termination/Cancellation
Either party may terminate this IGA for convenience or cause upon thirty (30) days written notice to the other party.

Any notice required to be given under this IGA will be provided by mail to:

**DPS**
Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

**TRIBAL NATION**
Tribal Chairperson
TRIBAL NATION ADDRESS

and

Name of Police Chief
Chief of Police
TRIBAL NATION ADDRESS

XII. Conflict of Interest
This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
XIII. Audit of Records
Pursuant to A.R.S. § 35-214, the [other side] shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the [other side] shall produce the original of any or all such records.

XIV. Fees
In no event shall either party charge the other for any administrative fees for any work performed pursuant to this IGA.

XV. Jurisdiction
The TRIBAL NATION accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify DPS ACTIC as soon as possible, and in accordance with the TRIBAL NATION’s emergency response guidelines and Department of Homeland Security (DHS) guidelines, as applicable.

XVI. Non-Availability of Funds
This IGA shall be subject to available funding, and nothing in this IGA shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this IGA.

XVII. Relationship of Parties – Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

XVIII. E-Verify – To the extent applicable under A.R.S. § 41-44-1, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The parties’ or a subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of the Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party’s subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party.

XIX. Scrutinized Business Operations – Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

<table>
<thead>
<tr>
<th>State of Arizona</th>
<th>TRIBAL NATION Police Department</th>
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<tbody>
<tr>
<td>By: ______________________________________________________</td>
<td>By: ___________________________</td>
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<tr>
<td>Name of DPS Director</td>
<td>Name of Tribal Chairperson</td>
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<tr>
<td>Arizona Department of Public Safety</td>
<td>TRIBAL NATION</td>
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<tr>
<td>Assistant Attorney General</td>
<td>Name of Attorney General (if applicable)</td>
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<tr>
<td>Date:____________________________________________________</td>
<td>Date:___________________________</td>
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Assistant Attorney General

Date:___________________________