

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

**YAVAPAI-PRESCOTT INDIAN TRIBE
YAVAPAI COUNTY AND YAVAPAI COUNTY JAIL DISTRICT**

PREAMBLE

This Intergovernmental Agreement dated _____, 2011 is between the Yavapai-Prescott Indian Tribe (the "Tribe"), a federally recognized Indian Tribe, Yavapai County, a political subdivision of the State of Arizona (the "County") and the Yavapai County Jail District, a Political subdivision of the State of Arizona (the "District"), an agency of Yavapai County Government, for the purpose of providing law-enforcement related services to the Tribe for compensation to the County and the District.

RECITALS

Pursuant to ARS § 11-952, the County, the District, and the Tribe are public agencies authorized to enter into agreements for the purpose of undertaking joint and cooperative action: and,

Pursuant to ARS § 48-4003, the District, with the concurrence of the Sheriff, may enter into intergovernmental agreements with the United States, this state, any county, incorporated cities and towns and any other governmental entity to maintain and operate jails and juvenile detention facilities for the governmental entity: and,

Pursuant to its Articles of Association, Article VI, Section 1(g), the Tribe may make contracts with local governments: and,

The Tribe has contracted with Bureau of Indian Affairs ("BIA") to provide all necessary qualified personnel, equipment, supplies and materials to provide law enforcement services in accordance with 25 C.F.R. and 68 BIAM. Pursuant to the terms of its contract with the BIA, the Tribe may subcontract its obligations with another governmental agency. This Agreement is intended to subcontract the Tribe's obligations under the Law Enforcement Services Program between the Bureau of Indian Affairs and the Yavapai-Prescott Indian Tribe (the "BIA Contract"). The BIA Contract, No. CTH68T61817, is attached to this Agreement as Exhibit "A".

1. SCOPE OF CONTRACT

1.1 Scope of Agreement

A. Dispatch Services

The County, by and through its Sheriff's Office (the "YCSO"), shall provide the services of police dispatch for the Tribe's Police Department (the "TPD"), including dispatching officers to calls for service, computerized record checks, and statistical recordkeeping of such calls for service. This service shall be provided 24 hours per day, 7 days per week.

(i) The TPD agrees to conform to the rules, regulations, procedures and policies of the YCSO regarding use of the dispatch system, and the requirements of the Arizona Criminal Justice Information System. Copies of all YCSO rules, regulations, procedures and policies regarding use of the dispatch system are attached as Exhibit "B", and the TPD will be promptly notified of any revisions or additions to those rules, regulations, procedures and policies. The TPD will execute any and all agreements necessary for compliance with the requirements of the Arizona Department of Public Safety, the Arizona Criminal Justice Information Systems and/or the National Crime Information Center.

(ii) It is understood that a violation of Section 1.1(A)(i) could result in the suspension or termination of dispatch services pursuant to this Agreement.

B. Payment for Dispatch Services

As payment for dispatch services, the Tribe shall pay to the YCSO the sum of \$61,031 annually. Payment shall be made in twelve monthly payments, at a rate of \$5085.91 per month. This amount is in addition to, and separate from, any payments made for detention services, set forth in Section 3.3.

C. Supplemental Law Enforcement Services

The YCSO shall provide supplemental law enforcement services to the TPD by providing secondary or "backup" response to calls for service on the Yavapai-Prescott Indian Tribe's Reservation (the "Reservation"), including providing specialized law enforcement teams when necessary, and primary response when no TPD Office is available for primary response. Supplemental response services will be provided when YCSO is contacted to provide assistance to the TPD. The TPD shall be the primary responder to all law enforcement calls for service on the Reservation from all individuals or enterprises, except as otherwise provided in this paragraph.

(i) The TPD may, in its discretion, provide "back up", or emergency assistance to the YCSO on or off the Reservation.

(ii) In the course of providing supplemental law enforcement services to the TPD, if it becomes necessary to arrest individuals and incarcerate them in the Yavapai County Jail (the "Jail"), the Tribe shall reimburse the County for the cost of the incarceration on the terms and conditions provided in Section 3.

(iii) During the performance of this Agreement, every sworn employee of a party thereto shall remain under the direction and control of that party and shall continue to enjoy all the rights of employment afforded to employees of that party.

The party providing personnel or sending personnel into the jurisdiction of the other party remains responsible for the hiring, training, assignment, discipline and supervision of such employee(s).

- (iv) YCSO officers who respond to calls for services on the Reservation pursuant to this Agreement are not considered employees of the Tribe. The YCSO shall remain liable for employees' salaries, workers' compensation benefits, and civil liabilities. Each YCSO deputy and dispatcher shall be deemed to be performing regular duties for the YCSO while performing duties pursuant to this Agreement.
- (v) The parties recognize that the YCSO has a duty pursuant to Arizona law to provide law enforcement services or otherwise ensure that law enforcement services are provided to non-Indians who visit the Reservation. Nothing in this Agreement shall modify, limit or otherwise alter that duty, but the parties agree that the division of responsibilities as set forth in paragraph 1.1(C) satisfies that duty. Nothing in this agreement shall preclude the ability of the YCSO to respond or take action with respect to criminal or other violations by non-Indians that are observed by YCSO officers.
- (vi) YCSO shall make available to the TPD copies of all arrest reports or citations generated by YCSO relating to activity on the Reservation within seven (7) days of completion of the report or citation. Any citation issued pursuant to this Agreement shall be to the appropriate Court of the State of Arizona or the United States of America, except any citation issued to an Indian for a violation of the law of the Yavapai-Prescott Indian Tribe on the Reservation shall be to the Yavapai-Prescott Tribal Court (the "Tribal Court").

1.2 Termination of BIA Contract

In the event that the BIA terminates the BIA Contract for any reason, this Agreement may be terminated by the Tribe upon 10 days written notice to the YCSO without further liability of either party hereto. Upon termination of the contract, it shall be the responsibility and obligation of the Tribe to procure prisoner housing for Tribal prisoners and to transport such prisoners from the custody of the County prior to the effective date of contract termination.

2. SUBMISSION OF REPORTS

2.1 Monthly Progress Reports

Monthly progress reports shall be submitted to the Tribe by the YCSO summarizing calls for law enforcement services on the Reservation and the parties who responded to those calls.

2.2 Suicide or Attempted Suicide Reports

When the YCSO responds to a call on the Reservation involving a suicide or attempted suicide by an Indian, a report entitled "Suicide or Attempted Suicide" shall be submitted to the TPD and shall contain the following information:

- (i) Race
- (ii) Age
- (iii) Sex
- (iv) Marital status
- (v) Degree of Indian blood
- (vi) Tribal affiliation
- (vii) Place of incident
- (viii) Suicide or attempt
- (ix) Reason
- (x) Method
- (xi) Previous attempts
- (xii) Disposition of attempts
- (xiii) Brief social and family history
- (xiv) Kind of suicide prevention program in operation
- (xv) Resources utilized to assist individuals (if attempted, are services still being offered or utilized), and
- (xvi) Other comments.

3. HOUSING PRISONERS

3.1 Scope of Agreement

This Agreement provides for the orderly transfer of "Tribal Inmates" to the custody of the Jail facilities when the detention of the Tribal Inmates is necessary in the opinion and discretion of the TPD or as required by law. "Tribal Inmates" are adult members of the Tribe, or any other Indian Tribe, over whom the Tribal Court has jurisdiction, who have committed violations of Tribal criminal law and/or who have been sentenced or committed to jail or detention by the Tribal Court.

- A. The County will accept "Tribal Inmates" into the Jail facilities presented by TPD or by written Tribal Court Orders. Those inmates presented by TPD shall be accepted contingent upon space availability at the Jail facilities. The County agrees to house inmates accepted and provide the necessary food, shelter and supervision services. Any Tribal Inmate lodged in the County's facility shall be subject to the same rules and regulations as any other person lodged in the facility.
- B. During detention, YCSO shall be responsible for the transportation of all Tribal Inmates to and from the Tribal Court for all hearings. The Jail facility may make its courtrooms available to the Tribal Court for hearings related to Tribal Inmates upon 72 hours written notice to the Jail Commander.

- C. Any Tribal Inmate who has not served his full sentence shall not be released except upon written orders from the Tribal Court.
- D. The obligations contained in this paragraph shall cease so long as the YCSO is under order from a Court of competent jurisdiction prohibiting it from accepting additional prisoners into the Jail.

3.2 Medical Needs of Prisoners

- A. The Jail's on-duty nurse shall screen all Tribal Inmates pursuant to Jail policies and procedures. The Jail's nurse will be responsible for determining whether an inmate requires emergency treatment. The on-duty nurse has the authority to request an ambulance for transportation in a medical emergency situation. Jail staff will contact the TPD in the case of a medical emergency and the Tribe shall be responsible for the costs of any medical services, including emergency ambulance and hospital costs, not covered by private insurance and/or Indian Health Services (IHS) Contract Health Services. In addition, the Tribe agrees to pay for overtime for YCSO Officers required to attend to the Tribal Inmate during medical services. However, in lieu of use of YCSO Officers for medical service attendance, the TPD may use its officers, when available, to attend to the Tribal Inmate during medical services. The TPD shall notify the Jail Commander when it wishes to use TPD officers to attend to the Tribal Inmate during medical services.
- B. To determine if the Tribal Inmate is a member of the Yavapai-Prescott Indian Tribe, the Jail medical personnel shall contact the Yavapai-Prescott Indian Tribe Health Benefits Coordinator at (928) 515-7201, the same or following business day to inform her that the inmate is receiving medical care. The Health Benefits Coordinator will then assess the case and process it according to her regular procedures, including requesting coverage by Blue Cross/Blue Shield and HIS, as applicable.
- C. The County reserves the right to reject any Tribal Inmate who suffers from a serious medical condition. The Jail Commander, with the recommendation of the Jail medical staff, will be responsible for deciding whether a seriously ill Tribal Inmate will remain incarcerated and notify the TPD in the case of medical concern or medical rejection.

3.3 Payment

Daily per diem payments shall be charged to the Tribe in the amount of \$69.00 per day for each Tribal Inmate housed in the Jail pursuant to this Agreement. Payment shall be made by the Tribe upon receipt of monthly invoices from the District.

- A. For billing purposes, one day is the equivalent of 24 hours in the Jail; however, if the prisoner is held less than 24 hours within the Jail, the Tribe shall be responsible for one day's charge.

- B. The District shall bill the Tribe for services provided on a monthly basis. The monthly billing shall list each inmate charged to the Tribe, the specific dates each inmate was housed in the Jail, and the total days each inmate is being charged. The bill shall also show the total days to be reimbursed (the sum of all Tribal Inmate's total days), the rate per day and the total amount billed.
- C. The Tribe shall provide the District payment for each invoice within thirty (30) days after receipt of invoice. If any disputes arise out of the billing process, the undisputed portion of the bill shall be paid pending resolution of the dispute.

4. GENERAL LIABILITY PROVISIONS

4.1 Immunities and Powers

All parties to this Agreement shall retain all of the immunities from liability and exemptions from laws, ordinances, and regulations that the parties have in their own jurisdictions. In addition, all of the immunities and powers enjoyed by TPD officers under Tribal or Federal law shall inure to the benefit of YCSO officers when acting as support for Tribal law enforcement under the terms of this Agreement, and all of the immunities and powers enjoyed by YCSO officers under State or Federal law shall inure to the benefit of the TPD when acting as State law enforcement officers under the terms of this Agreement.

4.2 Hold Harmless

Each party shall waive any and all claims against any other party that may arise out of their activities outside their respective jurisdictions under this Agreement (unless such claims are proximately caused by the negligence or willful misconduct of the other party or its officers). Each party shall be responsible for all liability of whatever nature arising from the acts or omissions of its own employees. To the extent provided by law, and except as provided herein, under no circumstances shall any party be held liable for the acts of an employee of any other party performed pursuant to this Agreement.

4.3 Indemnification

Each party shall indemnify all other parties from all claims, judgments or liabilities by third parties for any property damages, personal injury or civil liability which may arise out of the activities of its employees pursuant to this Agreement, except those claims, judgments or liabilities which result from the active fault of any other party or its officers.

5. WORKERS' COMPENSATION AND GENERAL LIABILITY

- A. For purposes of workers' 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 specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

- B. The employees of each Party to this agreement shall remain under the ultimate control of that respective party. Employees of each Party participating in joint intergovernmental activities are not considered employees of any other Party, except in the case of the exception listed in paragraph A above. Each Party shall remain liable for its employees' salaries and civil liabilities and each employee shall be deemed to be performing regular duties for the primary employer party while performing services under this agreement.

- C. Each Party to this Agreement shall be solely responsible and liable for all claims, demands, or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this agreement. This responsibility includes any and all damages stemming from vehicle or equipment operations regardless of which party holds title to or ownership of said vehicle or equipment. Each party shall have a right of contribution against the other parties with respect to liability judgments, should multiple parties be found liable. Each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this agreement. Each party represents that it shall maintain, for the duration of this Agreement, liability insurance or a suitable program of self insurance.

6. EFFECTIVE DATE AND DURATION OF AGREEMENT

The initial term of this Agreement shall commence on _____, 2011, and shall terminate on _____, 2013, unless terminated by any party as provided herein. Thereafter, the Agreement shall be automatically renewed for successive one-year terms unless the contract is terminated as set forth below. This Agreement may not be modified or amended except in writing executed in accordance with the formal action of all parties' governing bodies.

7. **TERMINATION OF AGREEMENT**

Any party may terminate this Agreement at any time by formal action of its governing body. The termination shall be effective ninety (90) days after notice is received by all other parties.

Upon termination the YCSO shall return any prisoners housed in a District facility to the custody of the BIA, or such other facility or entity designated by the Tribe. The District shall submit a final bill to the Tribe within thirty (30) days for all remaining debts arising under the Agreement and the Tribe shall pay within sixty (60) days following submission of the bill.

Nothing in this Agreement shall be construed to cede the jurisdiction of any of the parties, to-wit, any immunities, to modify the legal requirements for arrest or search and seizure, or to otherwise modify the legal rights of any person to accomplish any act in violation of State or Federal law or to subject the parties to any liability to which they would not be subject at law.

8. **SEVERABILITY**

The provisions of this Agreement are severable, and should any provision be held invalid or unenforceable, the remainder of the agreement remains in effect unless terminated as provided in the Agreement.

9. **NOTICE**

Any notice required to be given to the Tribe under this Agreement shall be made in writing, delivered by hand-delivery, certified mail, or facsimile transmission to:

Tribe: President
Yavapai-Prescott Indian Tribe
530 E. Merritt
Prescott, Arizona 86301
(928) 445-8790 Office
(928) 778-9445 Fax

Any notice required to be given to the County under this Agreement shall be made in writing, delivered by hand-delivery, certified mail, or facsimile transmission to:

County: Yavapai County Board of Supervisors
1015 Fair Street
Prescott, Arizona 86305
(928) 771-3200 Office
(928) 771-3257 Fax

With copy to:

YCSO: Yavapai County Sheriff
255 East Gurley Street
Prescott, Arizona 86301
(928) 771-3291 Office
(928) 771-3294 Fax

Any notice required to be given to the District under this Agreement shall be made in writing, delivered by hand-delivery, certified mail, or facsimile transmission to:

District: Board of Directors
Yavapai County Jail District
1015 Fair Street
Prescott, AZ 86305
(928) 771-3200 Office
(928) 771-3257 Fax

Any information required by the Tribe relating to the incarceration of a Tribal prisoner may be obtained informally by contacting:

YCSO: Records Supervisor
Yavapai County Sheriff's Office
255 E. Gurley Street
Prescott, AZ 86301
(928) 771-3260 Office
(928) 771-3294 Fax

10. NO INTENT TO BENEFIT NON-PARTIES

The covenants contained herein are for the sole benefit of the parties hereto, and no party to this Agreement intends to benefit any person or entity that is not specifically named as a party herein, to assume any specific duty to provide for the safety of any person or to assume any other duty beyond that imposed by general law or this Agreement.

11. INTERPRETATION AND ASSIGNMENT

This Agreement shall be interpreted under the laws of the State of Arizona, unless Federal law expressly applies. This Agreement constitutes the entire Agreement among the parties as to detention services and related police services, and the terms and conditions set forth herein may not be contradicted by evidence of any prior agreements or contemporaneous oral agreements or representations. The responsibilities set forth in this Agreement may not be assigned.

12. **CONFLICT OF INTEREST**

This Agreement is subject to cancellation in accordance with A.R.S. § 38- 511, the pertinent provisions of which are incorporated herein.

13. **RECORDATION**

Pursuant to A.R.S. § 38-511, this Agreement shall be filed in the Office of the Yavapai County Recorder.

14. **OVERSIGHT GROUP**

A group consisting of the Tribe's President, the Director of the TPD and the Sheriff may review activities and performance undertaken under this Agreement. The members shall agree on the dates and locations of meetings, as they are required.

The group may recommend to signatories of this Agreement any amendments to this Agreement or changes in method of operations.

APPROVAL

COUNTY: Yavapai County

By: _____
Chairperson, Board of Supervisors Date _____

ATTEST:

By: _____
Clerk, Board of Supervisors Date _____

DISTRICT: Yavapai County Jail District

By: _____
Chairperson, Board of Directors Date _____

ATTEST:

By: _____
Clerk, Board of Directors Date _____

CONCURRENCE: Yavapai County Sheriff

By: Steve Dargatzis _____
Date 5-18-11

TRIBE: Yavapai-Prescott Indian Tribe

By: Ernest Jones Jr. _____
President, Yavapai-Prescott Indian Tribe Date _____

ATTEST:

By: Rebecca Doka _____
Secretary-Treasurer, Yavapai-Prescott Indian Tribe Date 5/18/11

DETERMINATIONS OF COUNSEL

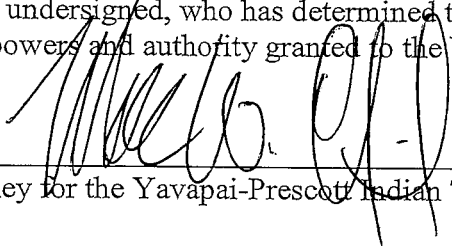
In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned, who has determined that this contract is in appropriate form and within the powers and authority granted to Yavapai County.

By: _____
Deputy County Attorney Date

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned, who has determined that this contract is in appropriate form and within the powers and authority granted to the Yavapai County Jail District.

By: _____
Deputy County Attorney Date

In accordance with A.R.S. § 11-952, and the Articles of Association, this contract has been reviewed by the undersigned, who has determined that this contract is in appropriate form and within the powers and authority granted to the Yavapai-Prescott Indian Tribe.

By:  _____
Attorney for the Yavapai-Prescott Indian Tribe Date 5-3-11

APPROVAL OF BUREAU OF INDIAN AFFAIRS

Pursuant to the Law Enforcement Services Agreement between the Yavapai-Prescott Indian Tribe, Yavapai County, Arizona and the Yavapai County Jail District dated _____, 2009, the United States Department of the Interior, Bureau of Indian Affairs, hereby approves said Agreement as to form and substance.

By: _____
Superintendent, Bureau of Indian Affairs Date