

**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:

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

TRIBAL NATION
Tribal Chairperson
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. 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]

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IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

TRIBAL NATION Police Department

By: _____
Name of DPS Director
Arizona Department of Public Safety

By: _____
Name of Tribal Chairperson
TRIBAL NATION

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Assistant Attorney General

Name of Attorney General (if applicable)
Attorney General

Date: _____

Date: _____

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