

**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:

**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: \_\_\_\_\_