

INTERGOVERNMENTAL SERVICES AGREEMENT
FOR COLLECTION OF INFORMATION REQUIRED UNDER
THE SEX OFFENDER REGISTRATION AND NOTIFICATION ACT

This Intergovernmental Services Agreement (“Agreement”) is made and entered into by and between the Gila County Sheriff’s Office of Gila County, Arizona (“County”) and the Tonto Apache Tribe (“Tribe”), a federally recognized Indian Tribe pursuant to Section 16 of the Indian Reorganization Act of 1934; Pub. L. No. 92-47, 86 Stat. 783 (1972); and the Apache Treaty, 10 Stat. 979 (1852) (collectively “the Parties” or singularly “the Party”).

Article I. Recital

The Tonto Apache Tribe and Gila County, as jurisdictions which are required to implement Title I of the Adam Walsh Child Protection and Safety Act of 2006 (Pub. L. No. 109-248), Sex Offender Registration and Notification Act (“SORNA”), wish to work together on their participation in the Sex Offender Registration and Notification Program. The Tribe and the County will cooperatively approach registration under SORNA, with the County providing certain registration services for offenders who are under the jurisdiction of the Tribe, and who are required to register under SORNA (“Tribal Offenders”).

Article II. Purpose

This Agreement will document the terms under which the Tribe and County have agreed to collect and disclose registration information which is required of Tribal Offenders pursuant to Title IV of the Tonto Apache Tribe Law and Order Code and SORNA § 114, 42 U.S.C. § 16914.

Article III. Covered Services

- A. NCIC Warrants Check. Upon the Tribe’s request, the County will conduct a warrants check for Tribal Offenders in the National Crime Information Center (NCIC).
- B. Information Provided by the Offender. The Tribe will enter in the sex offender registry the information provided by Tribal Offenders which is required by 42 U.S.C. § 16914(a)(1)-(7). This includes the name and any aliases of the offender, the offender’s social security number, the address of each residence at which the offender resides or will reside, the name and address of any place where the offender is or will be an employee or student, the license plate number and description of any vehicle owned or operated by the offender, and any other information required by the Attorney General under 42 U.S.C. § 16914(a)(7).

- C. Physical Description. The Tribe will enter the physical description of Tribal Offenders into the sex offender registry for purposes of registration in accordance with 42 U.S.C. § 16914(b)(1).
- D. Text of the Provision of Law Defining the Criminal Offense. The Tribe will enter into the sex offender registry the text of the provision of law defining the criminal offense for which Tribal Offenders are registered, in accordance with 42 U.S.C. § 16914(b)(2). The Tribe will provide the County with the current text of the Tribe's laws which define the criminal offenses for which a Tribal Offender could be required to register, and will promptly notify the County of any changes to these laws.
- E. Criminal History. The Tribe will enter the criminal history of Tribal Offenders into the sex offender registry for purposes of registration in accordance with 42 U.S.C. § 16914(b)(3).
- F. Current Photograph. The County will take photographs of Tribal Offenders for verification purposes, and the Tonto Apache Tribe take photographs of Tribal Offenders for purposes of registration in accordance with under 42 U.S.C. § 16914(b)(4) and will enter the photographic images in the sex offender registry. The Tribe will meet the technical requirements of SORNA and any relevant regulations when taking photographs and entering them in the sex offender registry.
- G. Fingerprinting and Palm Printing. The County will collect fingerprints and palm prints from Tribal Offenders for purposes of registration in accordance with 42 U.S.C. § 16914(b)(5).
- H. Collection of DNA Samples. The Tribe will collect DNA samples from Tribal Offenders in accordance with the requirements of 42 U.S.C. § 16914(b)(6) and all other relevant regulations, and will promptly submit the samples to the FBI for analysis and entry into the Combined DNA Index System (CODIS).
- I. Driver's License and Identification Card. The Tribe will photocopy a driver's license or identification card issued to each Tribal Offender and enter the photocopied image into the sex offender registry for the purposes of registration in accordance with 42 U.S.C. § 16914(b)(7).
- J. Other Information. The County will collect and the Tribe will enter into the sex offender registry any other information required by the Attorney General for Tribal Offenders in accordance with registration under 42 U.S.C. § 16914(b)(8).
- K. Updates of the NCIC/NSOR/ACIC. Upon the Tribe's request, the County will update Tribal Offender information in the NCIC/NSOR/ACIC to reflect changes in the Tribal Offender's registration information, including if the Tribal Offender has absconded, or is otherwise not capable of being located. If a Tribal Offender has absconded, or is otherwise not capable of being located, the County shall enter the Tribal Offender into the NCIC Wanted Person File.

Article IV. Delivery of Services

A. Minimum Service Standards. The County shall provide services under this Agreement in accordance with all applicable state and federal laws, regulations, fire and safety codes, policies, and procedures. The County shall provide the Tribe with the level of service the County provides to other jurisdictions, and shall afford Tribal Offenders subject to services under this Agreement with the same level of service as offenders under the County's jurisdiction.

B. Interpretive Services. The County shall make special provisions for non-English speaking, handicapped or illiterate Tribal Offenders for whom services are rendered under this Agreement. The Tribe will reimburse the County for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the offender's native language, as appropriate) to such Tribal Offenders who cannot read. The County shall invoice the Tribe for the amount that the County paid for such services within thirty (30) days of the services being rendered.

C. Availability of Services. The County shall furnish services under this Agreement Monday through Friday 8:00 a.m. – 5:00 p.m. The Tribe shall contact the County in advance to schedule services under this Agreement. The County will provide services within twenty-four (24) hours of the Tribe's request or during the next business day if the twenty-four (24) hour period falls on a Saturday or Sunday.

Article V. Period of Performance

This Agreement shall remain in effect indefinitely, or until terminated by either Party upon sixty (60) days written notice, unless the Parties agree to a shorter period.

Article VI. Dispute Resolution

The Tribe and the authorized signatory of the County are the parties authorized to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Tribe and the County.

Article VII. Consideration for Services

The County agrees to provide services under this Agreement free of charge, except as provided in Article IV(B), above. If the County wishes to charge a fee for these services, a written

modification must be made pursuant to the provisions of Article IX(K), below, before any fee can be charged.

Article VIII. Hold Harmless and Indemnification Provisions

A. County Held Harmless. The Tribe shall, subject to the availability of funds, save and hold the County harmless and indemnify the County to the extent allowed by law against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage of any property, which occurs in connection with or incident to performance of services under the terms of this Agreement, and which results from negligent acts or omissions of the Tribe, Tribal officers, or the Tribe's employees or agents to the extent the Tribe would otherwise be liable for such negligent acts or omissions. In so agreeing, the Tribe does not waive any defenses, immunities or limits of liability available to it under state or federal law.

B. Tribal Government Held Harmless. The County shall save and hold harmless and indemnify the Tribe to the extent allowed by law against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person(s) and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of occupancy, use, service, operation or performance of services under the terms of this Agreement, resulting from the negligent acts or omissions of the County, County officers, or the County's employees or agents to the extent the County would otherwise be liable for such negligent acts or omissions. In so agreeing, the County does not waive any defenses, immunities or limits of liability available to it under state or federal law.

Article IX. Miscellaneous

A. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the remaining provisions of the Agreement.

B. Waiver of Immunity. For the limited purpose of enforcing the terms of this Agreement, the Tribe and the County hereby agree to a limited waiver of sovereign immunity to suit in a court of appropriate jurisdiction. Nothing in this Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

C. No Third Party Beneficiaries. Nothing in this Agreement is intended to create duties, obligations to, rights or remedies in third parties not a Party to this Agreement.

D. Non-Discrimination. The Parties to this Agreement shall not discriminate against any Tribal Offender, employee, client or any other individual in any way because of that person's

age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the Party's duties and responsibilities pursuant to this Agreement.

E. Compliance with Laws. Each Party shall comply with all applicable federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, when acting under this Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment to the Agreement.

F. Notice and Contact List. All notices, communications, and reports under this Agreement shall be provided as specifically set forth in this Agreement, and to the following:

Tonto Apache Tribe

Chairperson
TONTO APACHE TRIBE
#30 Tonto Apache Reservation
Payson, Arizona 85541
Phone: 928-474-5000
Fax: 928-474-9125

Tribal Court Administrator
TONTO APACHE TRIBE
#31 Tonto Apache Reservation
Payson, Arizona 85541
Phone: 928-474-5000
Fax: 928-472-7183

Gila County Sheriff's Office

Gila County Sheriff's Office
P.O. Box 311
Globe, Arizona 85502
Phone: 928-402-4374
Fax: 928-425-2737

G. Standard of Care: Nothing in this Agreement is intended to affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by applicable law.

H. Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. 38-511, the pertinent provisions of which are incorporated herein by reference.

I. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

J. Assignment. No assignment or transfer of responsibilities or services may be made under this Agreement.

K. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, or altered, except through a written amendment signed by the Parties under the same authority and direction under which this Agreement has been executed.

Article X. Effective Date of Agreement and Term

Initial Term. This Agreement shall become effective when adopted by resolution and fully executed by and under the authority of the governing body of each Party's jurisdiction. The initial term shall be for a period and ending 11:59 p.m. on May 1, 2017.

GILA COUNTY SHERIFF'S OFFICE

TONTO APACHE TRIBE,

a Federally Recognized Indian Tribe



J. Adam Shepherd Date
Sheriff

 1/6/15

Vivian L. Burdette Date
Chairperson

GILA COUNTY BOARD OF SUPERVISORS

Approved as to Form:

Michael Pastor, Chairman Date



Joe P. Sparks
The Sparks Law Firm, P.C.
General Counsel to the Tonto Apache Tribe

Attest:

Marian Sheppard, Clerk Date

12/30/2014

Date:

Approved as to form:

Bryan B. Chambers
Deputy County Attorney
Civil Bureau Chief

Date