

**INTERGOVERNMENTAL AGREEMENT  
FOR DETENTION SERVICES  
BETWEEN  
THE CITY OF GLENDALE AND TOHONO O'ODHAM NATION**

THIS AGREEMENT is made and entered into the 8 day of December, 2015 by and between the City of Glendale ("Glendale") and the Tohono O'odham Nation ("Nation"); and

WHEREAS, Glendale, through the Glendale Police Department, provides police protection services for the City of Glendale, Arizona, and owns, maintains and contracts for detention facilities for the incarceration of its prisoners; and

WHEREAS, Nation does not have the facilities to provide prisoner detention, and wishes to enter into an Intergovernmental Agreement with Glendale whereby the Glendale Police Department and members of their staff will furnish to Nation certain detention services; and

WHEREAS, Nation wishes to contract with Glendale for the performance of hereinafter described detention services by Glendale through the Glendale Police Department thereof; and

WHEREAS, Glendale by virtue of and pursuant to the provisions of A.R.S § 11-951, et seq., and A.R.S § 13-3871, et seq., and the Nation, by virtue of and pursuant to the authority contained under the Tohono O'odham Constitution, Article VI, Section 1(f) and Section 1.3 of the Nation's Criminal Code, do hereby enter into this Agreement in order to more efficiently and economically facilitate their capabilities to provide for the maximum amount of protection for public health, safety and welfare of their citizens; and

NOW, THEREFORE, in consideration of the usual covenants contained herein, Glendale and Nation agree as follows:

1. DETENTION SERVICES. Glendale through the Glendale Police Department agrees to receive Nation arrestees for booking, detention, and incarceration. Glendale will supply safekeeping, care and maintenance of persons arrested by Nation and booked into Glendale detention system at a rate of \$127.61 per inmate per day. If a Nation arrestee is ordered to serve more than 48 hours in Glendale, Glendale Police may transport Nation arrestees to a Maricopa County facility, and

Nation agrees to pay all costs imposed by Maricopa County for such arrestee. In furtherance of their duties and responsibilities contained in this Agreement, Glendale and Glendale Police will provide, inter alia, the facilities, personnel, and other necessary items to fulfill duties and responsibilities as set forth herein. In addition, Glendale will notify victims of arrestees' release from Glendale.

1.1 PRISONER TRANSPORT. Nation shall be responsible for transporting prisoners to the Glendale Police Department Detention Facility. In the event that the Nation is unable to transport prisoners to the Glendale Detention Facility, the Nation may request the Glendale Police Department to transport the prisoners at a cost of fifty dollars (\$50) per transport.

2. ADDITIONAL SERVICES. During the term of this agreement, if Nation desires additional services, Nation will notify Glendale of the additional services desired by Nation, and Glendale will consider the request from Nation. Should Glendale and Nation reach an agreement with respect of such additional detention services and the cost thereof, then Glendale and Nation shall adopt respective resolutions approving the additional services to be performed by Glendale Police and the cost thereof to be paid by Nation to Glendale. Glendale has no obligation to accept any request for additional services from Nation.

3. TERMS OF AGREEMENT. Either party may terminate this Agreement by notice in writing to the other party of not less than ninety (90) calendar days prior to the date of such termination.

3.1 Nation agrees to pay Glendale the rates as set forth in Sections 1 and 2 above for the services provided. Prisoners will not serve time longer than 48 hours consecutively in the Glendale City Detention Facility. The rates will not be subject to change during the period of this Agreement except as provided for in Section 3.3 below or for additional services pursuant to Section 2 above. It is further agreed that the number of prisoner days will be submitted to Nation by Glendale on a monthly basis.

3.2 The term of the Agreement shall be for one (1) year, commencing on December 15, 2015 and ending on December 31, 2016 (initial term). Unless terminated in accordance with Section 4 of this Agreement, the agreement may be renewed upon its expiration for

additional one (1) year term by the mutual written agreement of the City of Glendale Police Chief and Nation's Police Chief.

- 3.3 If during the term of this Agreement, or an extension thereof, Glendale establishes new rates, Nation shall continue to pay the previous per diem rate for a period of ninety (90) days, during which time Nation and Glendale shall renegotiate the terms of this Agreement. If, at the end of ninety (90) days, a new Agreement has not been reached, Nation shall be responsible under the terms of this Agreement for payment at the new rates for those Nation prisoners then in the care and custody of Glendale Police.
- 3.4 Nation understands and agrees that the calculation of the number of days a prisoner is incarcerated will include the first day of a Nation prisoner's incarceration, or any part of that day. The final days of incarceration shall not be included in the calculation unless the first and last day of a Nation prisoner's incarceration coincides. For the purpose of this Agreement, an incarceration day will begin at 12:00 p.m., and end at 11:59 a.m. The minimum billing for a Nation prisoner who is booked into the Glendale Detention Facility is one day.
- 3.5 All charges, costs, fees, expenses, and/or financial responsibilities under this Agreement, will be paid by Nation within sixty (60) calendar days of billing from Glendale. Failure to pay within sixty (60) days of billing may result in cancellation of this Contract at the sole discretion of Glendale without further notice.
- 3.6 Nation and Glendale may audit each other's records pertaining to Nation prisoners maintained by Glendale Police pursuant to the terms of this Agreement. Each party, prior to conducting an audit, must give thirty (30) days' notice to the other party. If as a result of this audit, the fees, charges or other billable items as discussed in the Agreement are in excess or understated, then appropriate adjustments are to be made, and Nation agrees to pay Glendale the amount due on the next monthly billing or Glendale shall credit the amount due to Nation upon the next monthly billing until the adjusted amount is balanced, whichever is appropriate.

3.7 Nation and Glendale agree that each shall use their best efforts to cooperate with each other, and in sharing information in order to reduce delay, duplication of effort and data, and attempt to reduce the cost of booking, detention, incarceration, and court services of prisoners in the Glendale Police detention system.

4. STANDARD OF TREATMENT. Nation prisoners will be held in the same manner as Glendale prisoners. Male and female prisoners will be segregated according to law. Nation prisoners will not be permitted to leave the Glendale Police detention system for any reason except when authorized by law. No person confined in the Glendale Police detention system shall be subjected to discrimination in any manner or form because of race, color, sex, religion, age, handicap, or national origin. Nation prisoners will be subject to the same rules and regulations as Glendale prisoners. Nation prisoners may consult with attorneys and have the same privileges as Glendale prisoners.

5. MEDICAL CARE AND TREATMENT.

5.1 Pre-incarceration Medical Care & Treatment of Nation Prisoners.

Nation understands that it is ultimately responsible for transporting arrestees to obtain pre-incarceration medical treatment. Glendale will not assume, and Nation holds Glendale harmless for, any financial responsibility for providing medical care and treatment of Nation prisoners prior to their being incarcerated in the Glendale Police detention facility (or following incarceration as stated in Section 5.2). Glendale Police reserves the right to refuse any Nation arrestees based on medical or psychiatric reasons.

5.2 Medical Care & Treatment of Nation Prisoners During Incarceration.

After a Nation prisoner is incarcerated in the Glendale Police detention facility, Glendale Police will arrange for medical care and treatment to Nation prisoners in the same manner as all Glendale prisoners. Nation Police will be responsible for the escorting of Nation arrestees to the proper medical facility. Nation is financially responsible for any and all medical care and treatment incurred by Nation prisoners incarcerated in Glendale facilities. The assumption of financial responsibility under this Section is intended solely to allocate responsibility as between Nation and Glendale; it is not intended to, nor does it, relieve any prisoner or

other third party of liability for such medical care and treatment. However Glendale will assume financial responsibility for the medical care and treatment of a Nation prisoner made necessary by the negligent or intentional conduct of Glendale, its employees, or agents, unless Nation's negligent or intentional conduct also caused the need for medical care and treatment of a Nation prisoner, in which case financial responsibility is apportioned between Glendale and Nation according to their respective liability.

Glendale will notify Nation of any medical care and treatment prior to incurring the same, unless emergency care is required and such prior notice is not feasible. If emergency treatment is necessary, Glendale shall secure such necessary special medical care and treatment, including hospital services, without prior notice to Nation but shall notify Nation at the earliest practical time.

Notice of medical care and treatment under this Section 5.2 may be given verbally, either in person or by telephone and Nation's decision to retain custody, or release the prisoner from custody, may be given verbally in person by a law enforcement officer of Nation who exhibits a valid identification card or fax or teletype to the Glendale Police Department. If fax or teletype is used then Nation's decision must be communicated on an official document of Nation. Verbal notice under this paragraph shall be confirmed in writing by the parties delivered personally to the recipient within twenty-four (24) hours of the original verbal communication, or in cases involving Nation holidays, within twenty-four (24) hours of the last day of the holiday period.

Written notice of medical care and treatment shall be given to:

Nation	Glendale
Chief of Police	Chief of Police
Nation Police Department	Glendale Police Department
P.O Box 830	6835 N. 57 <sup>th</sup> Drive
Sells, Arizona 85634	Glendale, Arizona 85301

Charges to Nation by Glendale for medical care and treatment shall be treated separately and shall constitute a separate and additional

fee or expense, and Nation will promptly pay the charges upon receipt of a bill, invoice or other statement containing the charges. More specifically, Nation agrees that in the event that a Nation prisoner receives medical treatment, Nation will be responsible for all costs incurred for such care and treatment of Nation prisoner, unless otherwise specified in this Agreement.

6. INSURANCE. The parties hereto agree to secure and maintain insurance coverage for any and all risks which may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including by not limited to public entity insurance. This insurance may be fulfilled by acquisition of insurance or the maintenance and operation of a self-insurance program. Insurance maintained by the parties to this Agreement must contain provisions whereby the other party to this Agreement is provided a certificate of insurance/self-insurance.

7. APPLICABLE LAW. This Agreement is to be construed according to the Law of the State of Arizona.

8. AMENDMENTS. The parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written mutual agreement by each party and that such amendments are to be integrated into this Agreement.

9. INTEGRATION. This Agreement is the sole understanding and agreement by the parties hereto and supersedes any other written and/or oral agreement relative to the subject matter of this Agreement.

10. FACILITIES AND PERSONNEL. All personnel affected by this Agreement will continue to be employed and supervised by their respective agency. All facilities and equipment will continue to be controlled by the agency of original origin.

Glendale Police agrees to supply Nation Police with twenty-four (24) hour access to the Glendale Police detention facility. Glendale Police agrees to furnish Nation Police with sufficient number of magnetic security access cards to facilitate access at a cost of \$8.00 per card. Once purchased, these cards become the property of Nation. Nation agrees to maintain records of cards issuance, and agrees to notify Glendale Police immediately of any lost or stolen magnetic security access cards.

The personnel of Glendale Police and Nation Police will not for any purpose be considered employees or agents of Nation or Glendale (respectively). The parties assume full responsibility for the actions of their own personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

11. INDEMNITY BY NATION. Nation to the extent permitted by law, agrees to indemnify and save harmless Glendale, or any of its departments, agencies, elected officials, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. Glendale shall in all instances be indemnified against all liability, losses, or damage of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been by the negligence or intentional conduct of Glendale.

12. INDEMNITY BY GLENDALE.

12.1 Glendale to the extent permitted by law, agrees to indemnify and save harmless Nation, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. Nation shall in all instances be indemnified against all liability, losses, or damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been occasioned by the negligence or intentional conduct of Nation.

12.2 Glendale acknowledges that it will retain complete and exclusive control over the operation of the court facilities, jail, conditions of incarceration, number of inmates incarcerated and maintenance of the jail. Glendale agrees specifically to indemnify Nation against all liability, losses, damages, costs, attorney's fees or claims of any nature arising out of any claim by inmates of the jail alleging violation of their civil or constitutional rights due to conditions of

incarceration or acts by Glendale, its departments, agencies, officers and employees in the operation of the jail.

13. ATTORNEY'S FEES. In the event of any litigation or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

14. CONFLICTS OF INTEREST. This Agreement may be cancelled for conflict of interest by either party in accordance with A.R.S. § 38-511.

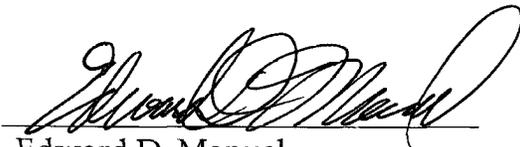
15. JURISDICTION. Except as specifically provided in this Agreement, nothing in this Agreement shall be construed to cede any jurisdiction of either party or to waive any immunities from suit or any other immunity possessed by a party.

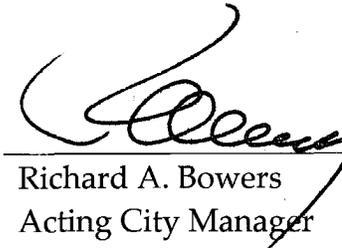
[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

TOHONO O'ODHAM NATION

CITY OF GLENDALE, a political subdivision of the State of Arizona

By:   
Edward D. Manuel  
Tohono O'odham Nation

By:   
Richard A. Bowers  
Acting City Manager

Date: 12-19-15

Date: 12-8-15

ATTEST:

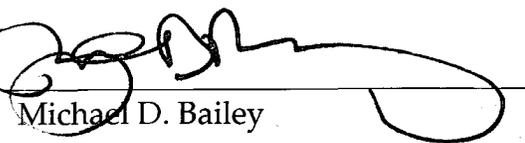
By:   
Pam Hanna  
City Clerk

Date: 12-8-15

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
Laura Berglan  
Acting Attorney General  
Tohono O'odham Nation

By:   
Michael D. Bailey  
City Attorney  
City of Glendale

**RESOLUTION OF THE TOHONO O'ODHAM LEGISLATIVE COUNCIL**  
**(Approval of the Intergovernmental Agreement between the City of Glendale and the**  
**Tohono O'odham Nation for Detention Services)**

**RESOLUTION NO. 15-484**

1   **WHEREAS,**    the Tohono O'odham Legislative Council is vested with the power to "consult,  
2                   negotiate and conclude agreements and contracts on behalf of the Tohono  
3                   O'odham Nation ("Nation") with Federal, State, and local governments..."  
4                   (Constitution of the Tohono O'odham Nation, Article VI, Section 1(f)); and

5   **WHEREAS,**    24 hour Police Services are required at the interim West Valley Casino; and

6   **WHEREAS,**    the Nation desires to contract with the City of Glendale to provide detention  
7                   services for the Nation's Police Department servicing the interim West Valley  
8                   Casino; and

9   **WHEREAS,**    the City of Glendale will supply safekeeping, care and maintenance of persons  
10                  arrested by the Nation and booked into the City of Glendale's detention system  
11                  at a rate of \$127.61 per inmate per day; and

12   **WHEREAS,**    in the event that the Nation is unable to transport prisoners to the City of  
13                  Glendale's detention facility, the Nation may request the Glendale Police  
14                  Department to transport the prisoners at a cost of \$50.00 per transport; and

15   **WHEREAS,**    the Domestic Affairs and Budget and Finance Committees of the Legislative  
16                  Council have reviewed this Intergovernmental Agreement and recommends its  
17                  approval.

18   **NOW, THEREFORE, BE IT RESOLVED** that the Tohono O'odham Legislative Council hereby  
19                  approves the Intergovernmental Agreement between the City of Glendale and  
20                  the Tohono O'odham Nation for the purpose of providing detention services for  
21                  the Nation's Police Department servicing the interim West Valley Casino  
22                  substantially in the form attached hereto.

23   **BE IT FINALLY RESOLVED** by the Tohono O'odham Legislative Council that it hereby authorizes  
24                  the Chairman and any designated official to enter into this agreement, provided  
25                  that any amendments affecting the funds or funding level shall be submitted for  
26                  further prior approval by the Tohono O'odham Legislative Council.

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**RESOLUTION NO. 15-484**

**(Approval of the Intergovernmental Agreement between the City of Glendale and the Tohono O'odham Nation for Detention Services)**

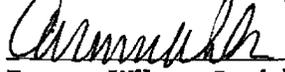
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The foregoing Resolution was passed by the Tohono O'odham Legislative Council on the 09<sup>TH</sup> day of DECEMBER, 2015 at a meeting at which a quorum was present with a vote of 3,021,4 FOR; -0- AGAINST; -0- NOT VOTING; and [02] ABSENT, pursuant to the powers vested in the Council by Article VI, Sections 1 (f) of the Constitution of the Tohono O'odham Nation, adopted by the Tohono O'odham Nation on January 18, 1986; and approved by the Acting Deputy Assistant Secretary - Indian Affairs (Operations) on March 6, 1986, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat.984).

TOHONO O'ODHAM LEGISLATIVE COUNCIL

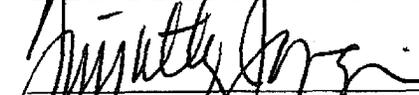
  
\_\_\_\_\_  
Timothy Joaquin, Legislative Chairman  
10 day of December, 2015

ATTEST:

  
\_\_\_\_\_  
Evonne Wilson, Legislative Secretary  
10 day of December, 2015

Said Resolution was submitted for approval to the office of the Chairman of the Tohono O'odham Nation on the 10 day of December, 2015 at 4:55 o'clock, P.m., pursuant to the provisions of Section 5 of Article VII of the Constitution and will become effective upon his approval or upon his failure to either approve or disapprove it within 48 hours of submittal.

TOHONO O'ODHAM LEGISLATIVE COUNCIL

  
\_\_\_\_\_  
Timothy Joaquin, Legislative Chairman

APPROVED

on the 10 day of December, 2015

DISAPPROVED

at 5:30 o'clock, P.m.

  
\_\_\_\_\_  
EDWARD D. MANUEL, CHAIRMAN  
TOHONO O'ODHAM NATION

**RESOLUTION NO. 15-484**

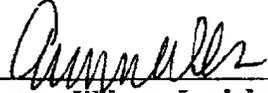
**(Approval of the Intergovernmental Agreement between the City of Glendale and the Tohono O'odham Nation for Detention Services)**

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Returned to the Legislative Secretary on the 14 day of

December, 2015, at 8:10 o'clock, a.m.

  
Evonne Wilson, Legislative Secretary

Recorded by:  
City Clerk's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

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**CITY OF GLENDALE, ARIZONA**

**DOCUMENT TO BE RECORDED:**

**Intergovernmental Agreement For Detention Services  
Between the City of Glendale And Tohono O'Odham  
Nation  
(Agreement C-10529)**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**