

AGREEMENT

1. CONTRACTING PARTIES. This agreement is between the State of Utah, Department of Human Services, Division of Youth Corrections, 120 North 200 West, 4<sup>th</sup> Floor, Salt Lake City, Utah, 84103, hereinafter referred to as "STATE" and the Ute Indian Tribe of the Uintah and Ouray Reservation, Fort Duchesne, Utah, hereinafter referred to as "TRIBE".

2. BIDDING REQUIREMENTS. This contract is exempt from the competitive bidding process because it does not involve the expenditure of state funds as that term is defined in the Procurement Code, Utah Code Ann. Section 63-56-2.

3. CONTRACT PERIOD. The term of this contract shall commence on July 1, 2002 and shall continue until terminated in accordance with the terms and conditions of this contract.

4. PURPOSE OF CONTRACT. This contract provides the Tribe with access to detention facilities, community programs, and secure facilities operated by or contracted for by the State for delinquent youth. The Tribe and the State both support the position that juvenile offenders need rehabilitation and guidance and not punishment. An essential part of this philosophy is that the least restrictive means available should be used to manage and treat juvenile offenders. Detention should be considered only as a last resort when the juvenile's immediate personal safety or the immediate safety of the community is jeopardized by his release.

\*NOTE: New language is underlined.

5. DETENTION. The Tribe may place youth who are alleged to be delinquent in detention facilities operated by the State, if either the State Juvenile Court or the Tribal Court within 24 hours of the juvenile's admission to detention, excluding Saturdays, Sundays and holidays, makes the following determinations:

a. That there is probable cause to believe that a delinquent act was committed and probable cause to believe that the detained youth committed the act. A delinquent act for purposes of detention is an act that would be considered a serious felony crime if committed by an adult. This specifically excludes from secure detention status offenses, misdemeanor offenses, and minor felonies. A Partial list of status offenses is presented in Table 1;

and b. That detention is required to protect the juvenile from harm, to protect persons in the community from being harmed, or to secure the attendance of the juvenile at future court proceedings. As a general guideline, the allegation that a juvenile has committed a felony crime is evidence that the juvenile does pose a danger to his community. A partial list of legitimate felony crimes is presented in Table 2. It is important to note that juveniles accused of delinquent acts who do not pose a risk to the community, but whose safety would be endangered by release should not be held in detention. This would include juveniles who are alleged to have committed a delinquent act, but whose family refuses to accept custody or is incapable of accepting custody. It would also include juveniles who require immediate

medical attention, because of injury, alcohol or drug intoxication.

These children should be taken promptly to the Duchesne County Hospital or Ashley Valley Medical Center for medical treatment rather than being held in detention.

Tribal Juvenile Court will take action to prevent inappropriate placements. In instances where there is a dispute the Tribal Juvenile Court and the Division of Youth Corrections Office of Quality Assurance will resolve detention and shelter problems.

6. COMMUNITY PROGRAMS AND SECURE FACILITIES. The Tribe may place youth who have been adjudicated delinquent in accordance with due process, in programs operated by the State if the following procedures are followed:

- a. The Tribal Court determines that the youth is delinquent after a hearing at which the youth was afforded the following right:
  - (1) Written notice of the charges pending against him.
  - (2) Written notice of his right to legal counsel.
  - (3) Notice of his privilege against self-incrimination.
  - (4) The presentation of sworn testimony subjected to cross-examination.
  - (5) A determination based upon proof beyond a reasonable doubt.
- b. Upon an adjudication of delinquency, the Tribal Court shall make a dispositional determination and make a request for placement to the State.
- c. The request will be reviewed by a team consisting of a representative from the Division of Youth Corrections, the Office of Community

Operations, the Tribal Juvenile Court and others, at the invitation of the Tribal Juvenile Court.

d. The request will be approved or disapproved by the team based upon the availability of program space and the treatment needs of the individual. If the request is approved, the State will accept youth as recommended and supervise care and placement of the youth. If the request is disapproved, the State may petition the Tribal Court for reconsideration of the placement request or refuse to place the youth in a State program.

7. DETENTION RELEASE. The Tribe shall make release decision in accordance with the standards set forth in Section 5 above.

8. PROGRAM RELEASE. The State can, at its sole discretion release youth from its programs and return them to the Tribal Court for further disposition. The Tribal Court can release youth from state programs at their sole discretion. Under no circumstances will youth remain in a State program beyond the time limitations imposed by the Indian Civil Rights Act.

9. PLACEMENT PRIORITY. Youth from the Tribe will be given the same placement priority in detention facilities as youth committed by the Juvenile Court.

10. CONFIDENTIAL RECORDS. Both parties agree to provide the other with the files and information necessary to carry out their responsibilities under this agreement. Both parties agree not to use or disclose to third persons “confidential” or “private” information concerning any youth receiving services under this contract for any purpose not directly connected with that party’s responsibility under this contract.

12. CONTRACT RENEWAL. The State shall unilaterally have the right to renew this contract upon the same terms and conditions contained herein.

13. CONTRACT TERMINATION. Notwithstanding the expiration date of this contract, either party has the right with or without cause, to terminate this agreement upon 60 days written notice to the other.

14. INDEMNITY CLAUSE. Each party hereto agrees to indemnify and hold harmless the other party, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, suits and proceedings arising out of the performance of this contract by the indemnifying party, its officers, agents or employees.

15. GOVERNING LAW. This contract shall be governed by the laws of the State of Utah.

SIGNATURE PAGE

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NORMAN G. ANGUS,  
Executive Director  
Department of Social Services

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Date

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C. RONALD STROMBERG,  
Director  
Division of Youth Corrections

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Date

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GARRETT WATKINS,  
Regional Administrator  
Region III

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Date

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IRENE CUCH,  
Vice-Chairman for the Ute Business Committee  
Uintah and Ouray Reservation

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Date

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DEBRA RIDLEY,  
Tribal Juvenile Court Judge  
Ute Indian Tribe  
Uintah and Ouray Reservation

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Date

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LARRY K. YAZZIE,  
Tribal Juvenile Court Judge  
Ute Indian Court Judge  
Uintah and Ouray Reservation

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Date

Approved as to form:

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LINDA LUINSTRA,  
Assistant Attorney General

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Date

Table 1

Curfew violation  
Driving under age  
Minor in tavern  
Possession or consumption of alcohol  
Runaway  
Truancy  
Tobacco possession  
Ungovernable

June 17, 2002

Honorable Judge Daniel Sam  
319 West 100 North  
Vernal, UT 84078

Several weeks ago we met with Judge Ridley and Trish Cordova concerning the contract that was signed between Utah State and the Ute Tribe in June 1988. (Copy attached) This contract defines the procedure for the Tribe to request that the State provide services to Juveniles. I am sure you are aware that we are constantly dealing with changes and recently the increase in population in our facility has become an issue. We all have limited resources and we need to assure that the placement of the individual youth is appropriate for our programs. The procedure for placement of a youth with Youth Corrections, and in accordance with the above mentioned contract, is outlined below.

- #1. The Tribe finds the juvenile guilty of the charges.
- #2. The Tribe completes and delivers to Youth Corrections a "Request for services" form (copy attached) describing which services the juvenile needs. Additional information about the youth, as specified on the request, must be attached if request is for O&A or Community Placement.
- #3. Youth Corrections then has three options: accept the youth as requested, request reconsideration of the request, or refuse to place the youth.
- #4. A staffing will then occur to determine if the services Youth Corrections can provide is appropriate and/or available. The request form will be signed and returned to the Tribe.
- #5. If Youth Corrections accepts the youth, the Tribal court will then fill out the "Findings of Fact, Order and Decree" (copy attached) and return the form to Split Mountain Youth Center.

We appreciated the opportunity to work with you and request a response to this letter as soon as possible. We would like for this procedure and the new forms, with the required wording, to be in use by July 1, 2002. If you have any questions please feel free to call me at 435-789-2045 or if you prefer we could schedule another meeting to address any concerns you might have.

Respectfully Yours

Jeanne Gross, Director  
Split Mountain Youth Center

Attach: Contract  
Request for Services  
Findings of Fact, Decree and Order

Cc: Malcolm Evans