CITY CLERK
ORIGINAL

C-9332
10/24/2014

# Grant-in-Aid
# Fiscal Agent Agreement
# between
# the Tohono O'odham Nation
# and
# the City of Glendale
# On behalf of
# The New Life Community Church

THIS GRANT-IN-AID Fiscal Agent Agreement, ("Grant") is entered into as of the ~~24th~~ 3rd day of ~~October,~~ November 2014, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), the City of Glendale, a municipality, and the New Life Community Church, a community church.

## RECITALS

A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. The City of Glendale is a municipal corporation in the state of Arizona and is authorized as the fiscal agent to accept and disburse any and all funds related to this grant from the Tohono O'odham Nation for providing healthy alternatives to redirect the "at risk" children, youth and their families through the New Life Community Church programs

D. The New Life Community Church is a faith-based operation eligible to receive funding from tribal grants and has the necessary infrastructure and personnel to implement these types of social programs.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

## PROVISIONS

1. **Purpose**. The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

2. **Acceptance of Duties; Monies Held in Trust.** The City of Glendale agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the City of Glendale for the benefit of the New Life Community Church. The City of Glendale shall hold this funding separate from all other monies in the possession or control of the City of Glendale The City of Glendale shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the New Life Community Church within 5 business days after the distribution is made.

3 **Contribution**. The Nation shall make a payment to the City of Glendale in the amount described in Exhibit "A" (the "Contribution") on or about November 28, 2014. The City of Glendale shall then make this funding available to New Life Community Church as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

4. **Funding** The Contribution payment shall be delivered to the City of Glendale, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant

5. **Disbursement of Contribution**. In accordance with the City of Glendale's policies and procedures and upon satisfactory documentation, as quickly as is feasible the City of Glendale will distribute the funds to New Life Community Church

6. **Money Unclaimed**. In the event that the City of Glendale is unable to distribute the funding to New Life Community Church on or before January 1, 2015, the City of Glendale shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City of Glendale and the time the City of Glendale disburses the Contribution to New Life Community Church shall be paid to New Life Community Church

7. **Consideration and Reliance**. It is acknowledged that the City of Glendale's promise to accept and disburse the funds received by the City of Glendale pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

8. **Fees**. The City of Glendale shall not charge New Life Community Church and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to New Life Community Church

9 **Dispute Resolution**. The parties mutually agree that any disputes arising between either 1) the Nation or the City of Glendale or 2) New Life Community Church and the City of Glendale pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between New Life Community Church and the City of

Glendale, both New Life Community Church and the City of Glendale must notify the Nation within five business days. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10 **Reports:** Unless otherwise extended by the Nation upon request of New Life Community Church, no later than July 31, 2015, New Life Community Church shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of New Life Community Church and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

11. **Notices**. Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows

If to the Nation.

Dr. Ned Norris, Jr.
Chairman
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

and

Lanez Valisto
Government Affairs Assistant
P.O. Box 837
Sells, Arizona 85634
Fax 520-383-3379

If to the City of Glendale:

Brenda Fischer, City Manager
5850 W Glendale Avenue
Glendale, Arizona 85301
Phone: 623-930-2870
Email: citymanager@glendaleaz com

If to New Life Community Church:

John B. Torres ("JT")
P.O. Box 312
Glendale, AZ 85311
Email: jbtorres@hotmail.com
Phone 623-414-7939

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph

12. **Term of Grant**. The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant

13. **Entire Grant, Waivers and Amendments**. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

14. **No Waiver**. Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. **Severability**. If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Sovereign Immunity**. Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION

Dr. Ned Norris, Jr., Chairman
Tohono O'odham Nation

Dated 11/03/2014

CITY OF GLENDALE

Title City Manager

Dated 10/29/14

NEW LIFE COMMUNITY CHURCH

Title

Dated October 29, 2014

Attest:

Approved as to form and found to be within the powers and authority of the Tohono O'odham Nation

Jonathan L. Jantzen, Attorney General
Tohono O'odham Nation

Approved as to form and found to be within the powers and authority of the City of Glendale under the laws of the State of Arizona.

Michael Bailey by

Attorney/Rep
City of Glendale

Additional Signatures Required

Dated

Secretary

Dated 10/29/14

Clerk of the Board

**EXHIBIT "A"**

| **Program** | **Contribution** |
| --- | --- |
| Events and Programs | $24,000.00 |
| **TOTAL** | **$24,000.00** |