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04/28/2015

**MUTUAL PROTECTION AND  
LAW ENFORCEMENT AGREEMENT  
BETWEEN THE  
TOHONO O'ODHAM NATION  
AND THE  
CITY OF GLENDALE**

**THIS MUTUAL PROTECTION AND LAW ENFORCEMENT AGREEMENT** (the "Agreement") is entered into between the **TOHONO O'ODHAM NATION**, hereinafter referred to as the "**NATION**" and the **CITY OF GLENDALE**, a political subdivision of the State of Arizona, hereinafter referred to as "**GLENDALE**."

**WITNESSETH:**

**WHEREAS**, it is to the mutual benefit of the parties that they enter into an agreement of mutual protection and assistance in the field of law enforcement.

**WHEREAS, GLENDALE**, by Resolution No. 4951 and the **NATION**, by Resolution No. 15-091, true and correct copies of which are attached, have approved this joint exercise of powers;

**NOW, THEREFORE, GLENDALE** by virtue of and pursuant to the provisions of A.R.S § 11-951, et seq., and A.R.S § 13-3872, 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;

**NOW, THEREFORE**, it is mutually agreed by the parties:

1. Commencing on the date the last party signs this Agreement, and for either (a) a period of three (3) years or (b) upon the execution of an agreement that supersedes this Agreement, **GLENDALE** and the **NATION** agree to cooperate and assist each other to their mutual benefit in the field of law enforcement, as defined more specifically in this Agreement.

2. The **NATION**, through its duly designated and employed tribal police officer(s), agrees to assist and aid the officer(s) of **GLENDALE** within two miles of the boundaries of the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona, when called upon by a duly commissioned and regularly employed officer of **GLENDALE**, provided that the call does not conflict with their then-current duties within the Nation.

3. **GLENDALE**, through its duly designated and employed law enforcement officer(s), agrees to assist and aid the **NATION** within the boundaries of the **NATION'S**

property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona, when called upon by a duly commissioned and regularly employed officer of the **NATION**, provided that the call, including 911 calls, does not conflict with their then-current duties. Officers of **GLENDALE** may respond to 911 calls received regarding the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona. When responding to calls of the types described in this paragraph, **GLENDALE** officers shall assist in law enforcement for the **NATION** in relation to all crimes set forth in the Nation's Criminal Code.

4. Upon the duly authorized request of a law enforcement officer of **GLENDALE** to a law enforcement officer of the **NATION** for aid, the officer of the **NATION** shall assist in law enforcement for **GLENDALE** in relation to all offenses defined as crimes by the State of Arizona.

5. The parties agree that this **AGREEMENT** is mutually beneficial and as such, the **NATION** agrees to hire and pay the entire salary of the tribal police officer(s) without compensation from **GLENDALE**, and **GLENDALE** agrees to hire and pay the entire salaries of the duly commissioned officer(s) of **GLENDALE** without compensation from the **NATION** in the exercise of any of the provisions of this **AGREEMENT**. The preceding sentence notwithstanding, each party agrees to reimburse the other for any and all customary and reasonable costs incurred due to the performance of each party's obligations under this Agreement, including but not limited to the costs incurred due to a response to a call for aid and assistance pursuant to this Agreement, as well as the cost of any training necessary to enable officers to perform any duties pursuant to this Agreement.

6. Officers of either party shall have the authority to make arrests within the jurisdiction of the other party and to book the suspect in the detention facility of either jurisdiction. The **NATION** will provide its booking forms to **GLENDALE** for this purpose. **GLENDALE** shall notify the **NATION** as soon as possible of such arrest and booking and the **NATION** shall as soon as possible send an officer to take custody of the suspect. In no event shall **GLENDALE** be required to detain a suspect under this agreement more than twenty four (24) hours. If the **NATION** does not pick up such suspect within twenty four (24) hours, **GLENDALE** shall release the suspect.

7. **GLENDALE** and **NATION** will share information on patrol operations, narcotic investigations and all related criminal activities that may occur in each other's jurisdiction. This provision also applies to any operation occurring in both jurisdictions.

8. Nothing contained herein shall be construed as an employment contract of individual officers of either **GLENDALE** or the **NATION** by the other, and when an officer of either party acts under the authority or on behalf of the other party, it shall be under the direct control and supervision of the party having jurisdiction of the offense, except as otherwise specifically provided herein.

9. Each party agrees to maintain adequate insurance coverage for its own equipment

and personnel. The previous sentence notwithstanding, nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022(D). Each party (as "Indemnitor") agrees to defend, indemnify, 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) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that 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, officials, agents, employees, or volunteers. Each party must provide to the other party evidence that insurance is in place to cover its liabilities as stated above. In the event any party elects not to provide the indemnification described in this paragraph, such party will post a bond or letter of credit in an amount no less than Five Million (\$5,000,000) Dollars in favor of the other party in order to compensate the other party for any Claims arising out of bodily injury of any person (including death) or property damage, but only to the extent that 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, officials, agents, employees, or volunteers. The party providing such bond or letter of credit will post the bond or finalize the letter of credit no later than thirty (30) days following the date the last party signs this Agreement, and each party will agree upon the form of any bond or letter of credit. Each party will inform the other party in writing no later than five (5) days following the date the last party signs this Agreement whether it will indemnify the other party or provide a letter of credit or a bond in favor of the other party, and each party will promptly take all necessary steps to effectuate its decision, including but not limited to waiving sovereign immunity in order to provide indemnification.

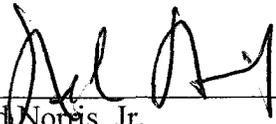
10. This Agreement may be canceled or terminated by either party at any time upon thirty (30) days prior written notice by certified mail; notices are to be addressed to: Chief of Police, 6835 N. 57<sup>th</sup> Drive, Glendale, Arizona 85301, on behalf of **GLENDALE** and to the **NATION**, notices shall be addressed to: Chief of Police, Tohono O'odham Nation, P.O. Box 189, Sells, Arizona 85634. The provisions of this agreement may be amended only upon mutual written agreement of both parties.

11. 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.

**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:   
Ned Norris, Jr.  
Chairman  
Tohono O'odham Nation

By:   
Richard A. Bowers  
Acting City Manager

Date: 04/20/2015

Date: 5/4/15

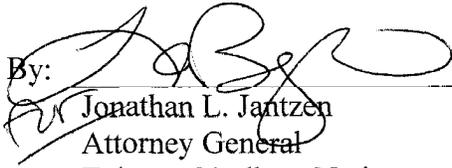
ATTEST:

By:   
Pam Hanna  
City Clerk

Date: 5/4/15

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
Jonathan L. Jantzen  
Attorney General  
Tohono O'odham Nation

By:   
Michael Bailey  
City Attorney  
City of Glendale

**RESOLUTION OF THE TOHONO O'ODHAM LEGISLATIVE COUNCIL  
(Approving Two Intergovernmental Agreements Between the City of Glendale  
and the Tohono O'odham Nation)**

**RESOLUTION NO. 15-091**

1   **WHEREAS,**   the Legislative Council is vested with the power to “consult, negotiate and  
2                   conclude agreements and contracts on behalf of the Tohono O'odham Nation  
3                   with Federal, State and local governments and other Indian tribes or their  
4                   departments, agencies, or political subdivisions, or with private persons or  
5                   organization on all matters within the authority of the Tohono O'odham  
6                   Council” (Constitution of the Tohono O'odham Nation, Article VI, Section 1(f));  
7                   and

8   **WHEREAS,**   in 1986, the United States Congress enacted the Gila Bend Indian Reservation  
9                   Lands Replacement Act as Pub. L. No. 99-503 (the “*Replacement Act*”), which  
10                  authorized the Tohono O'odham Nation (the “*Nation*”) to acquire new lands to  
11                  replace lands damaged by the Painted Rock Dam and required the United States  
12                  to hold eligible replacement lands in trust for the benefit of the Nation; and

13   **WHEREAS,**   by Resolution No. 13-446 the Legislative Council delegated to the Economic  
14                  Development Delegation authority to negotiate with the City of Glendale the  
15                  terms of agreements designed to ensure adequate police, fire and emergency  
16                  services at the property located at 91<sup>st</sup> and Northern Avenues; and

17   **WHEREAS,**   the Nation through the Economic Development Delegation has negotiated a  
18                  Mutual Protection and Law Enforcement Agreement and a Mutual Fire  
19                  Protection and Emergency Services Agreement with the City of Glendale (the  
20                  “*Agreements*”); and

21   **WHEREAS,**   the Agreements require a limited waiver of the sovereign immunity of the  
22                  Nation in favor of the City of Glendale to allow the indemnification provisions of  
23                  the Agreements to be enforced in accordance with their terms; and

24   **WHEREAS,**   the Domestic Affairs, and Commerce Committees of the Legislative Council have  
25                  reviewed the Agreements, including the proposed limited waivers of the  
26                  sovereign immunity of the Nation, and recommend that the Nation enter into  
27                  the Agreements with the City of Glendale on terms that are substantially the  
28                  same as those set forth in the attached Agreements.  
29

**RESOLUTION NO. 15-091**

**(Approving Two Intergovernmental Agreements Between the City of Glendale and the Tohono O'odham Nation)**

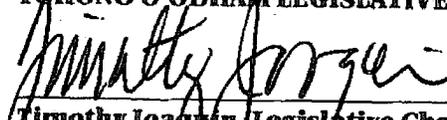
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**NOW, THEREFORE, BE IT RESOLVED that the Tohono O'odham Legislative Council approves and authorizes the following:**

- 1. The Legislative Council approved the Intergovernmental Agreements with the City of Glendale for police, fire, and emergency services and authorizes the Nation's Chairman to execute the agreements in substantially the form presented to the Legislative Council.**
- 2. The Nation hereby grants a limited waiver of the sovereign immunity from suit of the Nation in favor of the City of Glendale in accordance with the attached Exhibit A.**

**The foregoing Resolution was passed by the Tohono O'odham Legislative Council on the 08<sup>TH</sup> day of APRIL, 2015 at a meeting at which a quorum was present with a vote of 2,946.5 FOR; -0- AGAINST; -0- NOT VOTING; and [03] ABSENT, pursuant to the powers vested in the Council by Article VI, Section 1(R) 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).**

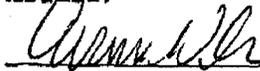
**TOHONO O'ODHAM LEGISLATIVE COUNCIL**



**Timothy Joaquin, Legislative Chairman**

**15 day of April, 2015**

**ATTEST:**

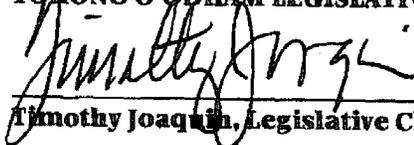


**Evonne Wilson, Legislative Secretary**

**15 day of April, 2015**

**Said Resolution was submitted for approval to the office of the Chairman of the Tohono O'odham Nation on the 15 day of April, 2015 at 1:10 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**

**RESOLUTION NO. 15-091**

**(Approving Two Intergovernmental Agreements Between the City of Glendale and the Tohono O'odham Nation)**

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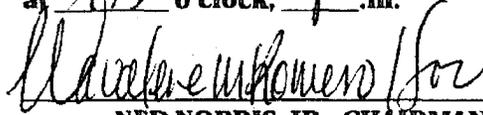
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**APPROVED**

on the 15 day of April, 2015

**DISAPPROVED**

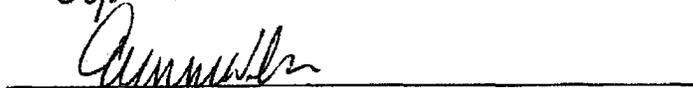
at 4:58 o'clock, P.m.



**NED NORRIS, JR., CHAIRMAN  
TOHONO O'ODHAM NATION**

Returned to the Legislative Secretary on the 16 day of

April, 2015, at 9:30 o'clock, a.m.



**Evonne Wilson, Legislative Secretary**