

**MUTUAL FIRE PROTECTION AND
EMERGENCY SERVICES AGREEMENT
BETWEEN THE
TOHONO O'ODHAM NATION
AND THE
CITY OF GLENDALE**

THIS MUTUAL FIRE PROTECTION AND EMERGENCY SERVICES 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 fire protection and emergency services assistance.

WHEREAS, GLENDALE, by Resolution No. 4950 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), 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 effective date of 4-28-15 and for a period of three (3) years thereafter, **GLENDALE** and the **NATION** agree to cooperate and assist each other to their mutual benefit in the field of fire protection and emergency services, as defined more specifically in this Agreement.

2. The **NATION**, through its duly designated and employed tribal fire and emergency personnel, agrees to assist and aid **GLENDALE** within two miles of the boundaries of the **NATION'S** property, generally located at 91st and Northern Avenues in Maricopa County, Arizona, when called upon by a duly designated and employed fire or emergency employee 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 fire and emergency personnel, agrees to assist and aid the **NATION** within the boundaries of the **NATION'S** property, generally located at 91st and Northern Avenues in Maricopa County, Arizona,

when called upon by a duly designated fire or emergency employee of the **NATION**, provided that the call, including 911 calls, does not conflict with their-then current duties. Fire and emergency personnel of **GLENDALE** may respond to 911 calls regarding the **NATION'S** property, generally located at 91st and Northern Avenues in Maricopa County, Arizona.

4. The parties agree that this **AGREEMENT** is mutually beneficial and as such, the **NATION** agrees to hire and pay the entire salary of its fire and emergency personnel without compensation from **GLENDALE**, and **GLENDALE** agrees to hire and pay the entire salaries of its fire and emergency personnel of **GLENDALE** without compensation from the **NATION** in the exercise of any of the provisions of this **AGREEMENT**.

5. Nothing contained herein shall be construed as an employment contract of individual officers of either **GLENDALE** or the **NATION** by the other.

6. 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.

7. 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 Fire, 6829 North 58th Drive, Glendale, Arizona 85301, on behalf of **GLENDALE** and to the **NATION**, notices shall be addressed to: Chief of Fire,

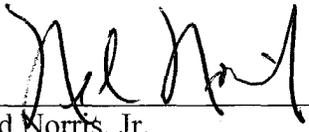
Tohono O'odham Nation, P.O. Box 837, Sells, Arizona 85634. The provisions of this agreement may be amended only upon mutual written agreement of both parties.

8. 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: 04/21/2015

Date: 5/4/15

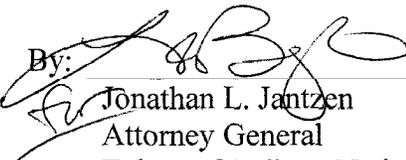
ATTEST:

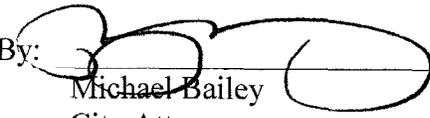
By: 
Pam Hanna
City Clerk

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 91st 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 08TH 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(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

Timothy Joaquin, Legislative Chairman

15 day of April, 2015

ATTEST:

Evonne Wilson

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

Timothy Joaquin, Legislative Chairman

RESOLUTION NO. 15-091

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

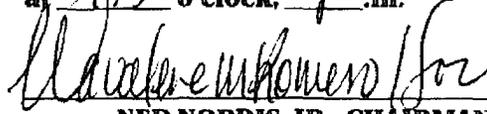
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APPROVED

on the 15 day of April, 2015

DISAPPROVED

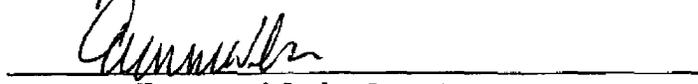
at 4:58 o'clock, P.m.



**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

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