

CITY CLERK
ORIGINAL

C-9306-1
11/17/2015

**Grant-in-Aid Agreement
between
the Tohono O'odham Nation
and
the City of Glendale**

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the 17th day of November, 2015, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and the City of Glendale, a municipal corporation in the State of Arizona.

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 agreements 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 Tohono O'odham Nation for Firefighter Turnout Gear for the Glendale Fire Department.

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. 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.

2. **Contribution.** The Nation shall issue payment to the City of Glendale in the amount described in Exhibit "A" (the "Contribution") for the purpose(s) detailed in Exhibit "A" on or about November 30, 2015.

3. **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 7 below, upon the complete execution of this Grant.

4. **Money Unclaimed.** In the event that the City of Glendale fails to accept the grant funding on or before January 1, 2016, this Grant will be deemed to have been terminated by the City of Glendale and the Nation will award the grant funding to another applicant.

5. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Grant shall be resolved through informal dispute resolution. For all disputes arising under this agreement the Nation and the City of Glendale shall first attempt to negotiate a resolution. 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.

6. **Reports:** Unless otherwise extended by the Nation upon request of the City of Glendale, no later than July 29, 2016, the City of Glendale 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 the City of Glendale 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.

7. **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: Edward D. Manuel
Chairman
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

and

Roberta Tekala
Chief Administrative Officer
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

If to the City of Glendale:

Sandra Van Winkle
6829 N. 58th Dr.
Glendale, Arizona 85301
Email: svanwinkle@glendaleaz.com
Phone: 623-930-4486

Marsha Brantner
6829 N. 85th Dr.
Glendale, Arizona 85301
Email: mbrantner@glendaleaz.com
Phone: 623-847-6097

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.

8. 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.

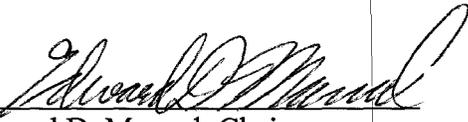
9. Entire Grant, Waivers and Amendments. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident 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.

10. 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.

11. 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.

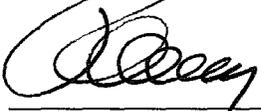
12. Sovereign Immunity. Nothing in this Grant shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION


Edward D. Manuel, Chairman
Tohono O'odham Nation

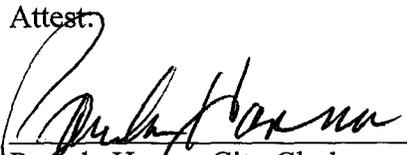
Dated 11/17/15

CITY OF GLENDALE

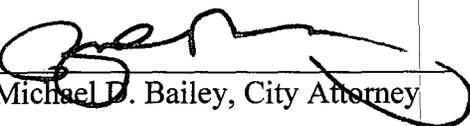

Richard A. Bowers
Acting City Manager

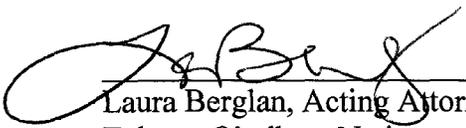
Dated _____

Attest.


Pamela Hanna, City Clerk

Approved as to form:


Michael D. Bailey, City Attorney


Laura Berglan, Acting Attorney General
Tohono O'odham Nation

Dated 11/16/15

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Firefighter Turnout Gear	\$50,000.00
TOTAL	<u>\$50,000.00</u>

RESOLUTION NO. 4961 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF TEN (10) APPLICATIONS IN THE APPROXIMATE AMOUNT OF \$2,155,954 FOR INDIAN GAMING REVENUE SHARING GRANTS TO THE TOHONO O'ODHAM NATION; AND AUTHORIZING THE ACCEPTANCE, IF AWARDED, ON BEHALF OF THE CITY OF GLENDALE.

WHEREAS, the Tohono O'odham Nation, through its state-shared revenue program, provides grant monies to support deserving Education, Health Care, Public Safety, Child Advocacy, Economic Development and Cultural and Environmental Development and Protection programs in Arizona cities and towns; and

WHEREAS, the City of Glendale is seeking to expand the Glendale Parks and Recreation services; and

WHEREAS, the City of Glendale is seeking to expand and improve its public safety through its Police and Fire departments and City Court; and

WHEREAS, the City of Glendale will be able to further improve its services by securing grant funding from the Tohono O'odham Nation through its state-shared revenue program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby authorizes the submission of this Resolution and the following ten (10) applications to the Tohono O'odham Nation:

1. Glendale City Court
Amount: \$25,000
Program: Court Security X-Ray Inspection System
2. Glendale Fire Department
Amount: \$984,149
Program: 2nd Set Turn Out Gear
3. Glendale Fire Department
Amount: \$44,520
Program: Terrorism Liaison Officers Pay
4. Glendale Police Department
Amount: \$245,520
Program: FAAC Driving Training Simulator Purchase
5. Glendale Police Department
Amount \$45,210
Program: AED Purchase

6. Glendale Police Department
Amount: \$648,555
Program: Creation of Civilian Accident Investigators

7. Glendale Parks and Recreation
Amount: \$44,000
Program: Aquatics

8. Glendale Parks and Recreation
Amount: \$24,500
Program: Neighborhood Services

9. Glendale Parks and Recreation
Amount: \$46,500
Program: Parks

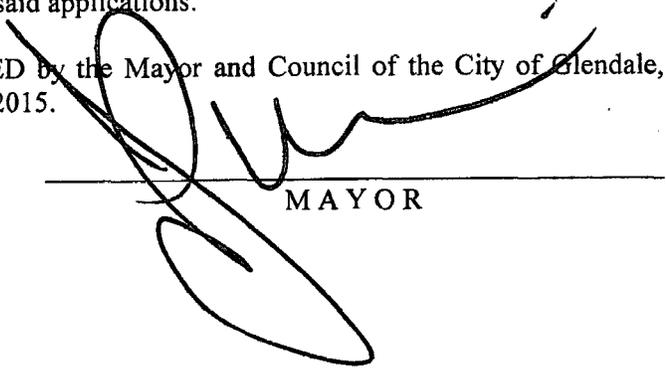
10. Glendale Parks and Recreation
Amount: \$48,000
Program: Sahuaro Historic Area

SECTION 2. That the City Manager or designee is hereby authorized to execute the ten (10) applications, in the forms attached hereto, on behalf of the City of Glendale.

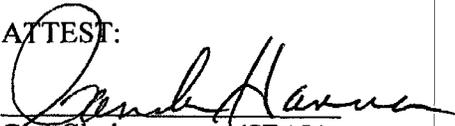
SECTION 3. That the City Manager or designee is directed to submit the ten (10) applications, along with this Resolution, to the Tohono O'odham Nation.

SECTION 4. That the City Manager or designee is authorized to accept any grant funds awarded from the Tohono O'odham Nation as a result of said applications.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of June, 2015.

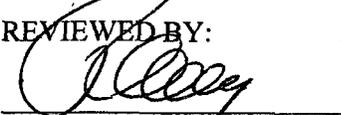


MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**Grant-in-Aid Agreement
between
the Tohono O'odham Nation
and
the City of Glendale**

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the 30th day of OCTOBER, 2014, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and the City of Glendale, a municipal corporation in the State of Arizona.

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 agreements 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 Tohono O'odham Nation for new Mobile Data Computers for the Glendale Police Department.

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. 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.

2. **Contribution.** The Nation shall issue payment to the City of Glendale in the amount described in Exhibit "A" (the "Contribution") for the purpose(s) detailed in Exhibit "A" on or about November 28, 2014.

3. **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 7 below, upon the complete execution of this Grant.

4. **Money Unclaimed.** In the event that the City of Glendale fails to accept the grant funding on or before January 1, 2015, this Grant will be deemed to have been terminated by the City of Glendale and the Nation will award the grant funding to another applicant.

5. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Grant shall be resolved through informal dispute resolution. For all disputes arising under this agreement the Nation and the City of Glendale shall first attempt to negotiate a resolution. 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.

6. **Reports:** Unless otherwise extended by the Nation upon request of the City of Glendale, no later than July 31, 2015, the City of Glendale 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 the City of Glendale 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.

7. **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:

Andre C. Anderson, Commander
Glendale Police Department
Gateway Division
6261 North 83rd Avenue
Glendale, AZ 85303

Email: AAnderson@glendaleaz.com
Phone: 623-930-4089

Debora Black, Chief
Glendale Police Department
Police Administration
6835 North 57th Drive
Glendale, AZ 85301
Email: DBlack@glendaleaz.com
Phone: 623-930-3059

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.

8. 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.

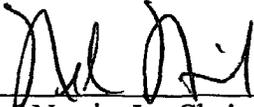
9. Entire Grant, Waivers and Amendments. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident 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.

10. 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.

11. 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.

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

TOHONO O'ODHAM NATION



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

Dated 10/30/2014

CITY OF GLENDALE

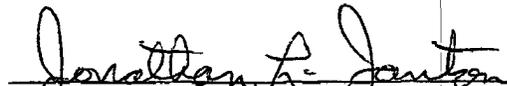


Title City Manager

Dated 10/27/14

Attest:

Approved as to form:


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

Dated 10/30/2014

ATTEST:


City Clerk

Approved as to form

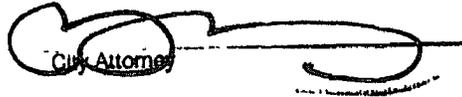

City Attorney

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Mobile Data Computers	\$60,164.13
TOTAL	<u>\$60,164.12</u>