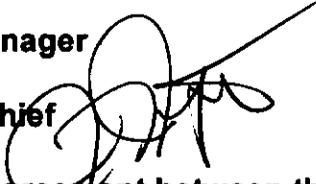


**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: _____
Amend No. _____

Date prepared: December 22, 2010

Council Meeting Date: January 18, 2010

TO: Carl Swenson, City Manager
FROM: Larry Ratcliff, Police Chief 
SUBJECT: Acceptance of Grant Agreement between the Tohono O'odham Nation and the City of Peoria.

RECOMMENDATION:

That the Mayor and City Council (a) authorize the City Manager to execute a Grant Agreement between the Tohono O'odham Nation Proposition 202 Grant Program. By executing this Grant Agreement, the City of Peoria will accept \$27,032 in funding for the purpose of supporting local public safety agencies; and

(b) Authorize a budget transfer from the Proposed Grants Division contingency account (7990-7990-57000) to the Tohono O'odham Nation grant account (7537-7779-524001) in the amount of \$27,032 in order to establish appropriation for the funds to be expended.

SUMMARY:

The Peoria Police Department desires to accept grant funding provided by the Tohono O'odham Nation Proposition 202 Grant Program in the amount of \$27,032. This funding has been provided to support the remodeling of a SWAT step van into a Mobile Investigation and Rehabilitation Vehicle to support on-scene investigations or rehabilitation for officers, victims and witnesses.

Funding from this grant would provide enhancement to the department's overall capabilities to be self-sufficient and to provide this sufficiency to surrounding communities in the area of major incident deployments and crime scene investigations.

FISCAL NOTE:

Any on-going impacts (for example: fuel and licensing) will be funded through the department's budget.

ATTACHMENT:

Three (3) Original Grant Agreements

CONTACT: Teresa Corless, 7035

**Grant-in-Aid Agreement
between
the Tohono O’odham Nation
and
the City of Peoria**

THIS GRANT-IN-AID AGREEMENT (“Grant”) is entered into as of the _____ day of _____, 2011, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Peoria, an Arizona municipal corporation through its Police Department.

R E C I T A L S

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. Peoria is authorized by the Peoria City Charter, Art. 1, Sec. 3(15), and A.R.S. § 11-952 *et seq.*, to enter into this Agreement.

P R O V I S I O N S

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 Peoria in the amount described in Exhibit “A” (the “Contribution”) for the purpose(s) detailed in Exhibit “A” on or about February 1, 2011.

3. Funding. The Contribution payment shall be delivered to the City of Peoria, 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 Peoria fails to accept the grant funding on or before March 1, 2011, this Grant will be deemed to have been terminated by the City of Peoria 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 Peoria 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 Peoria, no later than July 31, 2011, the City of Peoria 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 Peoria 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

Veronica Geronimo
Special Counsel
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

If to the City of Peoria:

Carl Swenson
City Manager
8401 W. Monroe Street, Room 300
Peoria, AZ 85345
Fax: 623-773-7015
Email: carl.swenson@peoriaaz.gov

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 _____

CITY OF PEORIA

Title

Dated _____

Attest:

Approved as to form

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

Dated _____

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Mobile Investigation and Rehabilitation Vehicle	\$27,032.00
TOTAL	<hr/> \$27,032.00