

Staff Summary Report



Council Meeting Date: 11/08/07

Agenda Item Number: _____

SUBJECT: Request approval of a Resolution No. 2007.94 authorizing the Mayor to execute a Funding Agreement between the City of Tempe and NAU-Nizhoni Academy (“NAU-Nizhoni”).

DOCUMENT NAME: 20071108graw02 **STATE LEGISLATURE (0107-06)** Resolution No. 2007.94.

SUPPORTING DOCS: No.

COMMENTS: Resolution No. 2007.94 authorizes the execution of a Funding Agreement between the City of Tempe and NAU-Nizhoni for the disbursement of a portion of the Salt River Pima-Maricopa Indian Community annual 12% monies from gaming proceeds to be redistributed to NAU-Nizhoni. The amount to be redistributed to NAU-Nizhoni is \$20,000 and will be used to prepare Native American high school students to become successful college students.

PREPARED BY: Amber Wakeman, Government Relations Director, (480) 350-8824

REVIEWED BY: Shelley Hearn, Community Relations Manager, (480) 350-8906

LEGAL REVIEW BY: Rosemary H. Rosales, Deputy City Attorney, (480) 350-8698

FISCAL NOTE: None.

RECOMMENDATION: Recommend approval of Resolution No. 2007.94 authorizing the Mayor to execute a Funding Agreement between the City of Tempe and the NAU-Nizhoni Academy.

ADDITIONAL INFO:

RESOLUTION NO. 2007.94

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF TEMPE AND NAU-NIZHONI ACADEMY (“NAU-NIZHONI”) FOR THE DISBURSEMENT OF A PORTION OF THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY ANNUAL 12% MONIES FROM GAMING PROCEEDS TO BE REDISTRIBUTED TO NAU-NIZHONI.

WHEREAS, the NAU-Nizhoni Academy is a pre-college bridge program designed to prepare Native American high school students to become successful college students, and

WHEREAS, Tempe recognizes and acknowledges that NAU-Nizhoni offers numerous benefits to the community and the general public by empowering students to develop academic, emotional, interpersonal, citizenship, leadership and life long learning skills, in order to achieve personal growth and life success, and

WHEREAS, the Salt River Pima-Maricopa Indian Community (“SRPMIC”) desires to convey to Tempe a portion of its annual 12% local revenue-sharing contribution required to be paid to local governments for the benefit of the general public pursuant to Section 12(d) of the Compact between the State of Arizona and the SRPMIC, and pursuant to A.R.S. § 41-1505.12, for disbursement by Tempe to NAU-Nizhoni to support program costs as detailed therein, and

WHEREAS, Tempe desires to disburse the aforementioned contribution to NAU-Nizhoni and to set forth the mutual understandings between Tempe and NAU-Nizhoni.

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

The City Council authorizes the Mayor to execute the Funding Agreement between the City of Tempe and the NAU-Nizhoni Academy, on file with the City Clerk’s office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**FUNDING AGREEMENT
BETWEEN
THE CITY OF TEMPE
AND
NAU-NIZHONI ACADEMY**

THIS FUNDING AGREEMENT, (“**Agreement**”), is made and entered into this _____ day of _____, 2007 (“**Effective Date**”), by and between the City of Tempe, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 31 E. Fifth Street Tempe, Arizona, (“**Tempe**”), and NAU-Nizhoni Academy (“**NAU-Nizhoni**”). The entities are referred to jointly herein as “**Parties**” and individually as “**Party**”. This Agreement constitutes the entire understanding and agreement of the Parties.

R E C I T A L S

WHEREAS, the NAU-Nizhoni Academy, is a pre-college bridge program designed to prepare Native American high school students to become successful college students;

WHEREAS, Tempe recognizes and acknowledges that the major goal of the Academy is to empower students to develop academic, emotional, interpersonal, citizenship, leadership and life long learning skills, in order to achieve personal growth and life success and where students learn to embrace their own identity and respect others while living in two worlds;

WHEREAS, the Salt River Pima-Maricopa Indian Community (“**SRPMIC**”) desires to convey to Tempe a portion of its annual 12% local revenue-sharing contribution required to be paid to local governments for the benefit of the general public pursuant to Section 12(d) of the Compact between the State of Arizona and the SRPMIC, and pursuant to A.R.S. § 41-1505.12, for disbursement by Tempe to NAU to support program costs as detailed herein, and

WHEREAS, Tempe desires to disburse the aforementioned contribution to NAU-Nizhoni and to set forth the mutual understandings between Tempe and NAU-Nizhoni.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follow:

A G R E E M E N T

1. Purpose. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties with respect to the acceptance and distribution of the Contribution as herein defined. NAU-Nizhoni will utilize the Contribution to support the costs of the existing program.

2. Funding Schedule. The SRPMIC shall deliver a one-time contribution payment of \$20,000.00 to Tempe for disbursement to NAU-Nizhoni (“**Contribution**”) after execution of the Amended Intergovernmental Agreement between Tempe and the SRPMIC.

3. Term. The term of this Agreement shall begin on the date of execution and shall terminate when Tempe has disbursed the Contribution to NAU-Nizhoni.

4. Indemnification and Hold Harmless. NAU-Nizhoni agrees to indemnify, defend and hold harmless Tempe from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (“**Claims**”) alleging any injury of any person (including death) or property damage related to the actions and/or events associated with this Agreement, which said claims allegedly may result in vicarious/derivative liability to Tempe and/or caused by the act, omission, negligence, misconduct or other fault of NAU-Nizhoni, its officers, officials, agents, employees, contractors and/or volunteers.

5. Transactional Conflicts of Interest. Each Party acknowledges that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

6. Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the Party to be bound thereby.

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

8. Notice. Any notice, consent or other communication (“**Notice**”) required or permitted under this Agreement 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 intended for Tempe:

CITY OF TEMPE
City Manager
P. O. Box 5002
Tempe, AZ 85281
Telephone: 480-350-8221

Facsimile: (480) 350-8930

If intended for NAU-Nizhoni:

NAU-NIZHONI ACADEMY
Wilma G. Ennenga, Director
Office of Grant and Contract Services
P. O. Box 4130
Flagstaff, Arizona 86011-4130
Telephone: (928) 523-8585
Facsimile: (928) 523-1075

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NAU-NIZHONI ACADEMY

By: _____

Date: _____

CITY OF TEMPE, a municipal corporation

By: _____

Date: _____

ATTEST:

City Clerk

APPROVED:

City Attorney