

Council Meeting Date: 12/9/10

Agenda Item Number: 5E6

SUBJECT: Request approval of a resolution that authorizes the Mayor to execute an amended funding agreement between the City of Tempe and the Arizona Board of Regents for and on behalf of Arizona State University-Indian Legal Program Scholarships/Clinic for the disbursement of \$115,000.00 of the Salt River Pima Maricopa Indian Community monies from gaming proceeds.

DOCUMENT NAME: 20101209craw01 STATE LEGISLATURE (0107-06), RESOLUTION NO. 2010.154

COMMENTS: The amended funding agreement uses the state indemnification paragraph in lieu of the City's standard indemnification clause. The City of Tempe passes through disbursements from Salt River Pima Maricopa Indian Community annual 12% local revenue-sharing gaming monies pursuant to an intergovernmental agreement entered into on October 21, 2010 between Salt River Pima-Maricopa Indian Community ("SRPMIC") and the City of Tempe.

PREPARED BY: Amber Wakeman, Assistant to City Council, 480-350-8824

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

LEGAL REVIEW BY: Andrew Ching, City Attorney, 480-350-8575

DEPARTMENT REVIEW BY: Andrew Ching, City Attorney, 480-350-8575

FISCAL NOTE: This grant will provide essential funding for the above mentioned organization.

RECOMMENDATION: Approve Resolution No. 2010.154

ADDITIONAL INFO: Original Version:

4. Indemnification and Hold Harmless. ASU-ILP shall indemnify, defend and hold harmless Tempe, its governing body, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, fees for attorneys, consultants and accountants or costs and expenses of any kind and nature, resulting from or arising out of the negligence or willful misconduct of Tempe, its governing body, departments, employees and agents in performing the duties set forth in this Agreement.

ASU-ILP's Changes:

4. Indemnification and Hold Harmless. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter 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 indemnities, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.