

## **TITLE 10 - ECONOMIC DEVELOPMENT**

### **CHAPTER 1 - ECONOMIC DEVELOPMENT AUTHORITY**

*Legislative History: "The Economic Development Authority of the Tohono O'odham Nation Amended and Restated Charter and Plan of Operation" was authorized and approved by Resolution No. 06-092 on February 17, 2006.*

*Related History: "Economic Development Authority of the Tohono O'odham Nation Charter and Plan of Operation" was adopted on April 25, 2001 by Resolution No. 01-141. Resolution No. 01-141 was amended by Resolution No. 01-142 (to create the Economic Development Authority as a separate entity of the Tohono O'odham Nation) on April 25, 2001.*

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**SECTION 1: ESTABLISHMENT**

**Establishment.** The ECONOMIC DEVELOPMENT AUTHORITY of the TOHONO O'ODHAM NATION (“the Authority”) is hereby established as an enterprise of the Tohono O’odham Nation pursuant to Article VI, Section 1 (e) of the Nation’s Constitution. The Authority shall have and may exercise all those powers set forth herein.

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**SECTION 2: DEFINITIONS**

- (a) The term "Authority" means the ECONOMIC DEVELOPMENT AUTHORITY of the TOHONO O'ODHAM NATION established under this Charter.
- (b) "Constitution" means the Constitution of the Tohono O'odham Nation adopted by qualified voters of the Tohono O'odham Nation and approved by the Secretary of Interior on March 6, 1986 pursuant to section 16 of the Act of June 18, 1934 (48 Stat. 987, 25 U.S.C. § 476).
- (c) The term "Tribal Employment Rights Ordinance" means the Papago Employment Rights Ordinance, Ord. No. 01-85, as may be amended by the Legislative Council of the Tohono O'odham Nation.
- (d) The term "Board" means the Board of Directors of the Authority established under Section 5 of this Charter.
- (e) The term "Nation" means the Tohono O'odham Nation, a federally recognized Indian tribe, organized under the Constitution.

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**SECTION 3: PLACE OF BUSINESS**

The principal place of business and principal office of the Authority shall be at such a location within the Tohono O'odham Nation as the Board may designate. The Authority may also have offices at such other places, within and outside of the territorial jurisdiction of the Nation as the Authority may require.

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**SECTION 4: PURPOSES**

The Authority is organized as an exercise by the Nation of rights of self-government under the Constitution and as one means to achieve economic self-sufficiency. The Authority has the following general purposes:

- (a) To establish, own, and operate financially self-sustaining and successful business enterprises within and outside of the territorial jurisdiction of the Nation;
- (b) To promote economic development on the Tohono O'odham Nation by creating, developing, or enhancing business opportunities for members of the Nation, communities and Districts;
- (c) To attract outside funding in support of economic development on the Nation, by securing grants, loans, and equity capital from sources outside the Nation.

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**SECTION 5: BOARD OF DIRECTORS**

The business affairs of the Authority shall be directed exclusively by the Board of Directors.

To achieve the goal of effectively overseeing the coordination of economic development activities, the Board shall also act as a policy advisory body to the Executive Branch of the Tohono O'odham Nation regarding the Economic Development Plan, the Economic Development Department and all other matters related to economic development, and to that end shall share documents and information as necessary with the Executive Branch and the Economic Development Department.

**(a) Membership**

- (1) Composition.** The Board shall consist of seven Directors.
- (2) Appointment.** The Directors shall be nominated by the Chairperson of the Tohono O'odham Nation and the nominations shall be confirmed by formal action of the Legislative Council.
- (3) Qualifications.** Directors shall have the following qualifications:
  - (A)** Each Director shall have sufficient experience in business or economic development to make a positive contribution to the work of the Board;
  - (B)** Not less than five of the Directors shall be members of the Nation; and
  - (C)** At least two of the Directors shall have professional experience in economic or business development;
  - (D)** Each Director shall have sufficient education or business experience to make sound judgments concerning the operation of the Authority.

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- (E) Employees of the Authority and elected officials shall not serve in the capacity of Directors of the Board.
- (4) **Term.** Directors shall have staggered terms. Of the initial Directors, two Directors shall serve a term of one year, two Directors shall serve a term of two years, and three Directors shall serve a term of three years. Thereafter, all terms shall be for three years. Directors shall serve until replaced, and they shall be eligible for reappointment upon expiration of their terms of office.
- (5) **Removal, Resignation and Vacancies.**
  - (A) **Removal.** A Director may be removed by the Chairperson of the Tohono O'odham Nation if the Chairperson determines, at the Chairperson's sole discretion, that the best interest of the Nation shall be served by such removal.
  - (B) **Resignation.** A Director may resign at any time by giving written notice to the Chairperson of the Board and to the Chairperson of the Tohono O'odham Nation. Resignations shall become effective at the time specified in said notice, or if no time is specified, on the date of receipt. Any Director who fails to attend three consecutive properly called and noticed meetings of the Board or who fails to attend two-thirds (2/3) of all Board meetings properly noticed in any fiscal year shall, unless excused from attendance for a justifiable cause, be considered to have resigned his/her appointment. The Chairperson of the Board shall promptly notify the Chairperson of the Tohono O'odham Nation concerning any such resignation.
  - (C) **Vacancies.** Any vacancy in the Board because of death, resignation, removal or any other cause shall be filled for

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the unexpired portion of the term in the manner prescribed herein for appointment of Directors.

(b) **Officers, Powers and Duties.**

- (1) **Chairperson.** The Chairperson of the Board shall be a Director and shall preside at all meetings of the Board at which s/he is present. The Chairperson of the Board shall sign any instruments which have been authorized by the Board to be executed on behalf of the Authority, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or this Charter to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed. The Chairperson shall perform all duties incident to the office of Chairperson of the Board and such other duties as may be prescribed by the Board from time to time.
- (2) **Vice Chairperson.** The Vice Chairperson of the Board shall be a Director. The Vice Chairperson shall, in the absence of the Chairperson or in the event of his or her inability or refusal to act, perform the duties of the Chairperson, and when so acting shall have all the powers and be subject to all the restrictions which pertain to the Chairperson.
- (3) **Secretary.** The Secretary of the Board may, but need not be, a Director and shall be responsible for:
  - (A) Keeping the minutes of the meetings of the Board in books and/or tapes provided for that purpose;
  - (B) Seeing that all notices are duly given in accordance with the provisions of this Charter;
  - (C) The safekeeping of the books and records of the Authority;
  - (D) Keeping on file at all times a complete copy of this Charter and all amendments thereto; and



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- (E) In general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board.
- (4) **Other Officers.** The Board may appoint such other officers as it deems necessary. Such officers shall perform such duties as from time to time may be assigned to them by the Board.
- (5) **Election; Term of Office.** The officers shall be chosen annually by the Board at its annual meeting, or as soon after such annual meeting as newly appointed Directors shall have been approved by the Legislative Council. Each officer shall hold office until his or her successor is chosen and approved, or until his or her death, or until s/he shall have resigned, or shall have been removed in the manner provided herein.
- (6) **Removal; Resignation; Vacancies**
  - (A) **Removal.** Any officer, elected by the Board may be removed by the Board at any time, with or without cause.
  - (B) **Resignation.** Any officer may resign at any time by giving written notice to the Chairperson of the Board.  
Resignations shall become effective at the time specified in said notice, or if no time is specified, on the date of receipt.
  - (C) **Vacancies.** Any vacancy in any office because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed herein.
- (c) **Meetings of the Board.**
  - (1) **Regular, Annual and Special Meetings.** Regular meetings of the Board shall be held at least once during each fiscal quarter. The Board shall designate the month, week and day of the annual meeting, which shall be recognized thereafter. The annual meeting

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shall be considered one of the Board's regular quarterly meetings. Special meetings of the Board may be held upon notice given by the Chairperson of the Board or by four Directors.

- (2) **Notice.** Notice of meetings stating the time, date, place and agenda shall be given in writing to each Director and officer of the Board by mailing such notice not less than ten days nor more than thirty days prior to the meeting, excluding the day of the meeting, provided that special meetings may be called upon no less than five days notice. Notice may be waived in writing by a Director entitled to such notice; attendance of a Director at a Board meeting shall constitute waiver of notice.
- (3) **Quorum.** The presence at any meeting of four Directors shall constitute a quorum of the Board for transaction of any business. The act of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the act of the Board. The vote shall be duly recorded in the written minutes of the Board.
- (4) **Rules.** The Board may adopt such rules as it may determine necessary for the orderly conduct of its business.
- (5) **Minutes.** The Secretary shall make arrangements for the recording of the minutes of the Board's meetings. Copies of the minutes of each meeting shall be kept on file in the office of the Authority and shall be available for inspection at all reasonable times by Directors of the Board, officers of the Board or Authority, the Chairperson of the Nation, the Chairperson of the Legislative Council, or any person designated by either of such Chairpersons in writing.
- (6) **Expenses.** Directors shall be reimbursed for reasonable expenses incurred in attending meetings and performing duties incident to

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their positions. The Directors will be paid a stipend for attendance at meetings of the Board and performing duties incident to their positions. The amount of the stipend will be at the rate adopted by vote of the Board.

**(d) Powers and Duties**

The Board shall exercise all powers and responsibilities consistent with the best interests of the Nation, within the limits of responsible business judgment. Subject to the foregoing, the provisions of section 1 of this Charter and other applicable law, the Board shall have the authority to exercise the following powers and duties:

- (1) Establish general policies for the organization, management and operation of the Authority.
- (2) Oversee the operation of the Authority and exercise the powers set forth below without previous authorization or subsequent approval (except as otherwise provided).
- (3) Establish and maintain effective operating and fiscal policies for the Authority.
- (4) Approve a strategic plan and annual operating plans, which will include an organization plan.
- (5) Select, supervise and direct the Chief Executive Officer of the Authority, based on the description of duties for the position formally adopted by the Board.
- (6) Establish standing committees to address ongoing issues of the Authority and special ad hoc task groups to work for a specified time to accomplish a specific assignment. A standing committee shall be appointed by the Board through written resolution and shall be composed of no more than three Directors.
- (7) Acquire, utilize, improve, maintain, operate, manage and dispose of, in the ordinary course of the business, all interests in real

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property held by the Authority both within and outside of the territorial jurisdiction of the Nation. Leases of tribal trust property, in which the lessor is the Nation, shall be subject to the approval of the Legislative Council. Provided, however, that nothing in this Charter shall be construed as authorizing the Authority to dispose of, mortgage or encumber trust or restricted property of the Nation without the prior written consent of the Legislative Council of the Nation.

- (8) Acquire, hold, own, manage, operate, exchange, deal in and dispose of all Authority personal property in the ordinary course of business.
- (9) Subject to the terms of Section 8 (below), pledge or grant security interests in the Authority's real property, personal property, cash, accounts receivable and other assets as collateral for any contractual obligation. Provided, however, that, subject to the express limitations of Subsection 5(d)(7) (above), the Authority may not mortgage or encumber trust or restricted property of the Nation without the prior written consent of the Legislative Council of the Nation.
- (10) Acquire, hold own, use, license, and lease, any interest in and to inventions, improvements, patents, licenses, formulas, privileges, processes, copyrights, trade names, trademarks and all applications therefor, provided that all such acquisitions shall be taken in the name of the Tohono O'odham Nation.
- (11) Enter into, make, perform and carry out or cancel and rescind, contracts for any lawful purpose pertaining to the Authority's business; provided, however that no contract or other transaction between the Authority and anyone of the Directors, officers or employees of the Authority or an elected officer or employee of

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the Nation or any District, or between the Authority and any corporation, partnership, firm or other legal entity in which one or more of the foregoing persons has a financial interest, directly or indirectly, shall be valid for any purpose, unless the entire interest of such persons is fully disclosed to the Board and the proposed contract or transaction is approved, ratified or confirmed by the affirmative vote of at least a majority of the entire Board who have no interest in the transaction.

- (12) Acquire, organize, sell and dispose of interests in businesses, including those formed under the law of the Nation, state or other tribal law.
- (13) Borrow funds, subject to the express limitations that the Authority shall not incur obligations in excess of its ability to pay. The Nation shall not be liable for the debts or obligations of the Authority.
- (14) Designate and approve all depositories used for the deposit of funds of the Authority.
- (15) Elect officers, appoint agents, and select independent auditors, independent legal counsel, management companies and other consultants as may be needed from time to time by the Authority, define their duties and fix their compensation
- (16) Approve annual Authority budgets and operating plans prior to the commencement of each fiscal year.
- (17) Make a formal report regarding the Authority's operations to the Chairperson of the Tohono O'odham Nation and the Legislative Council within 45 days of the close of the Authority's fiscal year, including a summary of the budget that the Board has approved for the succeeding fiscal year.

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- (18) Recommend amendment or revision of this Charter to the Legislative Council whenever deemed appropriate to improve the operation and management of the Authority.
- (19) Have and exercise all other powers necessary, proper, advisable or incidental to effect any or all of the powers and responsibilities of the Authority.

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**SECTION 6: OPERATIONS**

**(a) Management Personnel**

**Chief Executive Officer.** The Board shall hire an employee who shall act as chief executive officer of the Authority.

The Chief Executive Officer shall have primary responsibility for managing the Authority and its business activities and shall be knowledgeable in such operations. The Chief Executive Officer shall have the following general duties and responsibilities:

- (1) Execute the general policies formulated by the Board and organize the operation of the Authority.
- (2) Prepare and carry out annual operating plans and budgets, recommend policies, and propose changes to improve Authority operations.
- (3) Have full authority and control over all employees of the Authority, and be responsible for the performance of staff in respect to all matters including compliance with policies and procedures approved by the Board conformance to budgets, employee relations, advancement and training.
- (4) Render regular reports to the Board.
- (5) Perform such other duties as assigned.

**(b) Fiscal Year.** The fiscal year of the Authority shall start October 1 and end September 30 of the following calendar year. The Board may change the Authority fiscal year upon notification to the Chairperson of the Tohono O'odham Nation and Legislative Council.

**(c) Contracts.** Except as otherwise provided in this Charter, the Board may authorize any officer(s), or any agent(s), to enter into any contract or execute and deliver any instrument in the name and behalf of the

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Authority, and such authority may be general or confined to specific instances.

- (d) **Checks; drafts; etc.** All checks, drafts, or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer(s), agent(s), or employee(s) of the Authority and in such manner as shall from time to time be determined by resolution of the Board.
- (e) **Deposits.** All funds of the Authority, except cash on hand, shall be deposited from time to time to the credit of the Authority in such bank or banks as the Board may select.
- (f) **Accounting.** An appropriate accounting system shall be established and installed in conformity with generally accepted accounting principles. The accounting system shall insure the availability of information as may be necessary to comply with all applicable operational requirements of the Authority.
- (g) **Records; inspection; audits.** The books and records of the Authority, including current financial and operating statements, shall be kept on file in the office of the Authority and shall be available for inspection at all reasonable times by Directors of the Board, officers of the Board or the Authority, the Chairperson of the Tohono O'odham Nation, Chairperson of the Legislative Council or any other employee or official of the Nation designated by such Chairpersons in writing. The accounts and records of the Authority shall be audited by an independent certified public accountant at the close of each fiscal year. A copy of the final audit report shall be provided to the Chairperson of the Tohono O'odham Nation and the Legislative Council.
- (h) **Budgets.** A budget of the Authority for each year shall be prepared for approval by the Board at its fourth quarter meeting. The budget shall include a profit and loss projection, a cash-flow projection and a budget



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for capital expenditures, and shall be approved by the Board not later than September 1 of each year. Pending approval of the budget, expenditures may be made for normal operations at the same rate as the previous year. The Chief Executive Officer shall be responsible for compliance with the budgets and will provide the Board with a comparison of actual results against the budget for each quarter. Amendments to the budget may be made with the approval of the Board.

- (i) **Operating Plan.** An operating plan shall be submitted annually to accompany the budget. The operating plan will describe the general manner of the Authority's operation for the next year. It will describe the operation by lines of business, and it will include a description of the organization structure, and the structure of the Authority and any of its subsidiary units. Any changes from the previous year will be highlighted and discussed.
- (j) **Insurance.** The Authority shall maintain appropriate liability and property insurance for its operations and facilities sufficient to protect the interests of the Authority, and the Nation. Such policies shall designate the Nation as an additional named insured. The Authority shall maintain workers' compensation insurance, unemployment compensation insurance, fidelity bond or employee theft and dishonesty insurance covering the Directors, officers, and employees who handle funds or property, and such other forms of insurance as the Board deems appropriate.
- (k) **Indemnification.** The Authority shall indemnify any officer or employee of the Authority or any Director of the Board or former officer, employee or Director, for reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any civil action, suit or proceeding in which s/he is made a party by reason of being, or having been such officer, employee or Director except in relation to matters as to

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which s/he shall be adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct in the performance of duty, or otherwise acting beyond the scope of his or her duties. The Authority shall also indemnify any such officer, employee or Director for reasonable costs of settlement of any such action, suit or proceeding if it shall be found by a majority of the Board, other than Directors involved in the matter or controversy, that it is in the best interest of the Authority and the Nation that such settlement be made and that such officer, employee or Director was not guilty of gross negligence, willful misconduct or other conduct beyond the scope of his or her duties. Such rights or indemnification and reimbursement shall not be deemed exclusive of any other rights which such officer, employee or Director may have.

**(1) Indian Preference in Employment and Contracting.**

The Authority shall comply with all provisions of the Tribal Employment Rights Ordinance, including the following requirements:

- (1) The Authority shall give preference to qualified Indians, with first preference to local Indians, in all hiring, promotion, training, layoffs, and all other aspects of employment; and
- (2) The Authority, when awarding contracts in the amount of \$5,000 or more for supplies, services, labor and materials in which the majority of work will occur within the Nation, shall give preference in contracting to qualified entities certified by the Tohono O'odham Employment Rights Commission as 51 % or more Indian owned and controlled, with first preference to qualified entities that are 51 % or more owned and controlled by local Indians.

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**SECTION 7: EQUITY INVESTMENTS; CAPITAL EXPENDITURES;  
DISTRIBUTIONS**

- (a) **Equity Investments by the Nation.** The Nation will contribute Equity Capital to the Authority at its start, and may do so from time to time in the future. The amount of equity contributed by the Nation maybe increased by action of the Legislative Council of the Tohono O'odham Nation through its appropriation process.
- (b) **Capital Expenditures.** The Authority is authorized to make capital expenditures, and to create a sinking fund for capital expenditures such as remodeling or additions, equipment acquisitions, expansion and new construction.
- (c) **Distributions.** The Authority will normally retain its earnings, in order to self finance its growth.

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**SECTION 8: IMMUNITY FROM SUIT**

- (a) **Authority Immune from Suit.** The Authority is an entity of the Nation and is established for the benefit of the Nation. As such, it has the same immunity from suit as the Nation possesses. Notwithstanding, the fact that the Authority is immune from suit, the Authority is hereby expressly granted the right to sue in its own name, and a limited right to be sued in its own name as more fully set out below. The Authority is not immune from suits, actions or proceedings initiated by the Nation or its regulatory agencies and departments. Nothing in this Section 8 or Charter shall be construed as a waiver of or limitation on the sovereign immunity of the Nation.
- (b) **Limited Waiver of Immunity.** The Authority may be sued only in the Courts of the Nation or other courts of competent jurisdiction, and only in the following limited circumstances:
- (1) **Claims within Insurance Coverage.**  
With respect to claims against the Authority for any personal injury or property damage, the amount and nature of which are within the express coverage of a policy of insurance procured and maintained pursuant to Section 6 (j) of this Charter, as acknowledged by the insurer under such policy, the Authority's immunity is waived to the lesser of the extent of such coverage or \$1,000,000, provided that any judgment order or award may only be satisfied pursuant to:
- (A) the express provisions of the policy(ies) of insurance which are in effect at the time of each such judgment, order or award; and
- (B) an action, if necessary, brought by the prevailing party against the insurer under such policy.

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**(2) Contract Claims**

- (A) With respect to claims against the Authority (i) arising out of any written contract to which the Authority is a party, and (ii) the amount and nature of which are not within the express coverage of a policy of insurance procured and maintained pursuant to Section 6 (j) of this Charter, as acknowledged by the insurer under such policy, the Authority's immunity is waived to the lesser of the amount of the Authority's payment obligation under the contract or \$500,000.
- (B) The Authority's immunity from execution on any judgment, award or order is hereby waived only with respect to a pledge of, or security interest in, the Authority's real property (which pledge of or security interest in tribal trust property is limited to leasehold interests for which the Authority has received the prior written approval of the Legislative Council as provided in Subsection 5(d)(9)), personal property, cash, accounts receivable and other assets granted by the Authority as collateral for any payment obligations under such contract, provided that:
- (i) Execution on any such collateral shall be limited to that amount which, when added to amounts received from other sources in satisfaction of such judgment, award or order, does not exceed \$500,000.
- (ii) Execution on any such collateral shall be solely by judicial process pursuant to a judgment, order or award of a court of competent jurisdiction.

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- (iii) For purposes of applying the provisions of this Subsection (b)(2), all contracts entered into with the same party on the same subject matter shall be deemed to be one contract.
  - (3) **Claims Brought Against State-formed Entity.** The immunity of an entity formed under state law by the Authority shall be waived; provided, however, that the immunity of the Authority or the Nation is not waived. Only the assets of the state-formed entity are placed at risk.
  - (4) **Claims Tried to Court.** Any claims for which the Authority's immunity is waived shall be tried to the court. Nothing herein shall be construed as a consent to trial by jury.
  - (5) **Suits Brought in Authority's Name.** All claims arising out of Authority operations shall be brought against the Authority directly and in the name of the Authority. Directors, officers, agents and employees of the Authority, when acting within the scope of their authority, are immune from suit.
- (c) **Section Strictly Construed.** Except as otherwise expressly provided in this section 8, nothing contained in this Charter shall be interpreted or construed as:
- (1) A waiver of the sovereign immunity of the Authority beyond the limits set forth in this section 8;
  - (2) A waiver of sovereign immunity of the Authority from the imposition in any judgment, order of award of interest prior or subsequent to judgment, attorney fees, court costs, civil penalties, or punitive, double, treble, incidental or consequential damages;
  - (3) A waiver of the sovereign immunity of the Authority from a levy on any judgment, or a lien, attachment, execution or other judicial or non-judicial process upon the assets of the Authority; or

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- (4) Creating any liability for the Nation with respect to any claims or other obligations asserted against the Authority or arising out of its operations.

The Legislative Council retains the power to prospectively modify this limited waiver of the Authority's immunity either generally or with respect to particular circumstances.

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**SECTION 9: DISSOLUTION AND LIQUIDATION**

- (a) **Dissolution by Legislative Council.** The Authority can only be dissolved by action of the Legislative Council and pursuant to a plan of dissolution approved by the Legislative Council. Dissolution proceedings shall be initiated by the adoption of a Resolution by the Legislative Council expressing the Council's intent to dissolve the Authority. The Authority shall continue in existence during dissolution proceedings to permit the winding up of the Authority's affairs.
- (b) **Powers and Duties of the Board.**
- (1) Within 60 days after the date the Legislative Council adopts the Resolution prescribed in subsection (a), or such other period of time as may be fixed in such Resolution, the Board shall submit a plan of dissolution for review and approval by the Legislative Council. The plan of dissolution shall include an anticipated timeframe for execution of the plan and provide the following:
- (A) the form and procedure for giving notice of the intent to dissolve to every known creditor of the Authority;
- (B) an identification of Authority cash and accounts receivable and steps for collecting such assets;
- (C) an inventory of all Authority property, including real and personal property, and other assets identifying which, if any, of the Authority's property is to be distributed to the Nation in kind, and the methods for disposition of all other assets;
- (D) an identification of Authority liabilities and obligations and steps for satisfying or discharging such debts and obligations;



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- (E) an identification of uncollected or unasserted claims and liabilities of the Authority and steps for making adequate provisions for such claims;
  - (F) steps for identifying and distributing to the Nation the remainder of the Authority's assets, either in cash or in kind after all claims have been satisfied or otherwise provided for; and
  - (G) any other acts required to liquidate the Authority's assets and wind up its business.
- (2) The Authority, during dissolution proceedings, shall have only those powers and duties which are authorized in an approved plan of dissolution and are necessary to wind up the Authority's business.
- (c) **Notice of Dissolution.** The Board shall notify the Chairpersons of the Tohono O'odham Nation and the Legislative Council in writing when, in accordance with an approved plan of dissolution, all debts liabilities and obligations of the Authority have been paid and discharged, or adequate provisions have been made therefor, and all remaining property and assets of the Authority have been distributed.
- (d) **Dissolution.** The Authority shall be dissolved upon formal acceptance of the notice of dissolution by the Legislative Council, and this Charter shall be repealed.

**RESOLUTION OF THE TOHONO O'ODHAM LEGISLATIVE COUNCIL**  
**(Authorizing and Approving the Economic Development Authority Amended**  
**and Restated Charter)**

RESOLUTION NO. 06-092

1 **WHEREAS, the Legislative Council of the Tohono O'odham Nation adopted the Charter for the**  
2 **Economic Development Authority of the Tohono O'odham Nation as an entity of the**  
3 **Tohono O'odham Nation under Article VI, Section 1 (e) of the Constitution of the**  
4 **Tohono O'odham Nation by means of Resolution No. 01-141 and Resolution No.**  
5 **01-142; and**

6 **WHEREAS, the Economic Development Authority is organized as an exercise by the Tohono**  
7 **O'odham Nation of rights and self-government under the Constitution and as one**  
8 **means to achieve economic self-sufficiency; and**

9 **WHEREAS, Section 5(d)(16) of the Charter of the Economic Development Authority provides that**  
10 **the Board may recommend amendment or revision of the Charter to the Legislative**  
11 **Council "whenever deemed appropriate to improve the operation and management**  
12 **of the Authority;" and**

13 **WHEREAS, the Economic Development Plan of the Tohono O'odham Nation ("Plan") dated**  
14 **January 4, 2000 and approved by Legislative Council Resolution No. 00-013 recognized**  
15 **that one of the basic purposes of Authority is: "to be the mechanism for developing**  
16 **public ownership of businesses and for developing land for business properties" and**  
17 **to establish, own, and operate financially self-sustaining and successful business**  
18 **enterprises; and**

19 **WHEREAS, the Charter as currently drafted creates limitations to achieve the purposes of the**  
20 **Economic Development Authority; and**

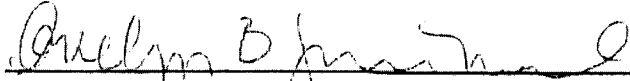
21 **WHEREAS, the Economic Development Authority considers the amendments and revisions of the**  
22 **Charter proposed hereto as appropriate to improve the operation and management**  
23 **of the Authority; and**

24 **WHEREAS, the Legislative Council has reviewed the attached Amended and Restated Charter and**  
25 **Plan of Operation.**

26 **NOW, THEREFORE, BE IT RESOLVED that the Legislative Council of the Tohono O'odham Nation**  
27 **hereby authorizes and approves Amended and Restated Charter and Plan of**  
28 **Operation of the Economic Development Authority.**  
29

The foregoing Resolution was passed by the Tohono O'odham Legislative Council on the 10<sup>th</sup> Day of FEBRUARY, 2006 at a meeting at which a quorum was present with a vote of 2,273.4 FOR; -0- AGAINST; -0- NOT VOTING; and 167.4[03] ABSENT, pursuant to the powers vested in the Council by Section 1 (e) Article VI 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).

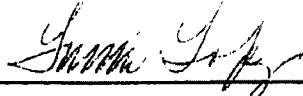
TOHONO O'ODHAM LEGISLATIVE COUNCIL



Evelyn B. Juan Manuel, Legislative Chairwoman

10<sup>th</sup> day of February, 2006

ATTEST:




Lucille Lopez, Acting Legislative Secretary

10 day of February, 2006.

Said Resolution was submitted for approval to the office of the Chairwoman of the Tohono O'Odham Nation on the 16<sup>th</sup> day of February, 2006 at 4:11 o'clock, P.M., pursuant to the provisions of Section 5 of Article VII of the Constitution and will become effective upon her approval or upon her failure to either approve or disapprove it within 48 hours of submittal.

TOHONO O'ODHAM LEGISLATIVE COUNCIL



Evelyn B. Juan Manuel, Legislative Chairwoman

APPROVED

on the 17<sup>th</sup> day of February, 2006

DISAPPROVED

at 11:35 o'clock, A.M.



VIVIAN JUAN SAUNDERS, CHAIRWOMAN

TOHONO O'ODHAM NATION

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Returned to the Legislative Secretary on the 17 day of

February, 2006, at 11:30 o'clock, A.M.

Lucille Lopez

Lucille Lopez, Acting Legislative Secretary