

RESOLUTION NO. 2624

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE GRANT-IN-AID AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE TOHONO O'ODHAM NATION FOR THE NATION'S FISCAL YEAR 2025 12% LOCAL REVENUE-SHARING CONTRIBUTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT.

WHEREAS, the Tohono O'odham Nation (the "Nation"), a federally recognized Indian tribe, desires to convey a portion of its annual twelve percent (12%) local revenue-sharing contribution ("Contribution") to the City of Tolleson (the "City") to be used for programs and services that benefit the general public; and

WHEREAS, under A.R.S. § 5-601.02(H)(4), local governments may receive funds from the Nation for public services such as public safety, mitigation of gaming impacts, and promotion of commerce and economic development; and

WHEREAS, the Nation and the City desire to enter into a Grant-in-Aid Agreement to establish the terms and conditions governing the payment and distribution of the Contribution; and

WHEREAS, the total Contribution in the amount of \$212,500 will support the following recipients and programs as identified in Schedule A of the Agreement: the City of Tolleson Community Farmers Market in the amount of \$52,500, the West Valley Arts Council Gallery 37 2025: Paseo de Artes II project in the amount of \$20,000, the WESTMARC West Valley Data Dashboard in the amount of \$120,000, and the White Tank Mountains Conservancy Wildlife Conservation Research project in the amount of \$20,000; and

WHEREAS, the City of Tolleson is authorized by A.R.S. §§ 11-951 through 11-954 to enter into agreements for joint or cooperative actions with public agencies, and the Mayor and Council find that approval of the Grant-in-Aid Agreement serves the best interests of the residents of Tolleson.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Grant-in-Aid Agreement between the City and the Nation relating to the Nation's Fiscal Year 2025 12% Local Revenue-Sharing Contribution in the total amount of \$212,500 is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Grant-in-Aid Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 28th day of October, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2624

[Grant-in-Aid Agreement]

See following pages.

**GRANT-IN-AID AGREEMENT
BETWEEN THE
TOHONO O'ODHAM NATION
AND CITY OF TOLLESON**

THIS GRANT-IN-AID AGREEMENT (Agreement) is between the Tohono O'odham Nation, a federally recognized Indian tribe (the Nation), and the City of Tolleson, a political subdivision of the State of Arizona (City).

RECITALS

The Nation desires to convey to City a portion of its annual 12% local revenue-sharing contribution (Contribution) to be used by City and City recipients for services that benefit the general public.

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 Nation with Federal, State, and local governments.

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 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.

Under A.R.S. § 5-601.02(H)(4), City may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

City is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the City in the amount described in Schedule A (the Contribution) for the purpose(s) detailed in Schedule A. City will distribute funds directly to the recipients (Recipients) listed in Schedule A.

3. Disbursement of Contribution.

- a. **Disbursing Contribution and Recordkeeping.** City is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, City shall distribute the Contribution per City policies and procedures governing the disbursement of these funds. City shall keep and maintain records relating to the disbursements and this Agreement.
- b. **Post-Disbursement Responsibilities.** When applicable, the parties agree that City will be acting as a conduit for distribution of the Contribution to the Recipient. Upon distribution of the Contribution to the Recipients as identified in Section 2 of this Agreement, the City shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Recipients. Therefore, upon the City's disbursement of the Contribution to a Recipient as provided in Section 2, the Nation shall release the City from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the City shall have no obligation to reimburse the Nation the amount of the Contribution after the City disburses the Contribution to a Recipient and that the Nation shall look solely to the Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. **Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. **Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier (End Date). The Nation, in its discretion, may approve in writing any request by the City for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. **Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing City fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after City receives the Contribution but before City disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. **Termination by City.** All parties acknowledge that this Agreement may be subject to cancellation by City per A.R.S. § 38-511.

- 5. **Money Unclaimed.** If City fails to accept the Contribution on or before November 14, 2025, this Agreement will be deemed to have been terminated by City and the Nation will award the Agreement Contribution to another local government entity.

6. **Monitoring, Review, and Audit.** The Nation may monitor and review the Recipients use of their portions of the Contribution as well as the Recipients performance of the projects funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Recipients governance, management and operations, to discuss the Recipient s programming and finances, and review relevant financial and other records and materials related to the Recipient s use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Recipients. Any onsite visit or audit shall be conducted at the Nation s expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.
7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and City 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.
8. **Notices.** Any notice, consent or other communication 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 to the Nation:

Verlon M. Jose Chairman
Tohono O’odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O’odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the City:

City of Tolleson
ATTN: Crystal Zamora
9055 W. Van Buren St.
Tolleson, AZ 85353
(623) 474-4997

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.

- 9. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement 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.
- 10. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 11. No Waiver.** Except as otherwise expressly provided in this Agreement, 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.
- 12. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 13. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION



10/20/2025

Verlon M. Jose, Chairman

Date

CITY OF TOLLESON

Mayor

Date

ATTEST:

Clerk of the City Council

Date

Schedule A--Recipient

Program	Project	Contribution
1. City of Tolleson	Community Farmers Market	\$52,500.00
2. West Valley Arts Council	Gallery 37 2025: Paseo de Artes II	\$20,000.00
3. WESTMARC	West Valley Data Dashboard	\$120,000.00
4. White Tank Mountains Conservancy	Wildlife Conservation Research	\$20,000.00
	Total	\$212,500.00