



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 7, 2022

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

The Tohono O'odham Nation

*Project Title/Description:

IGA with the Tohono O'odham Nation (TON) for COVID-19 Health Disparities grant funds. In October 2021 Pima County accepted a grant from the Arizona Department of Health Services to pass on to TON, at the request of both parties. This IGA is the mechanism for passing grant funds on to the TON to enhance and coordinate COVID-19 response efforts.

*Purpose:

Funding is to be used to address the disproportionate impacts of COVID-19 on racial and ethnic minorities and rural populations through testing, vaccination, education and outreach, collaboration and system improvement.

*Procurement Method:

This IGA is a non-procurement contract and not subject to Procurement rules.

*Program Goals/Predicted Outcomes:

Funding will be used by TON to:

- 1. Hire a Program Coordinator to coordinate a Response Team that will implement program activities;
2. Promote and coordinate mobile testing clinics and vaccination Points of Dispensary;
3. Disseminate COVID-19 information through printed materials and digital communications;
4. Develop and use a standardized data-tracking tool for use in the field;
5. Expand capacity of the Community Health Representatives; and
6. Engage with COVID-19 response teams across Pima County.

*Public Benefit:

Native American populations in Arizona have been severely impacted by COVID-19, including case rates, severe illness, hospitalization and mortality during the COVID-19 pandemic. This IGA will pass on federal grant funds aimed at improving response efforts on the Tohono O'odham Nation, in coordination with Pima County Health Department and the Arizona Department of Health Services, through enhanced community education and outreach, communications and care coordination.

*Metrics Available to Measure Performance:

- Two year work plan to be submitted and approved by ADHS.
- Monthly expenditure reports will be submitted to the County and then to ADHS.
- Quarterly written progress reports will be submitted to the County and then to ADHS.

*Retroactive:

Yes. The begin date for the IGA is January 18, 2022, the date we were hoping to have this IGA go to the Board of Supervisors for approval. However, the IGA needed to go through TON review processes, resulting in significant delay. PCHD has been working closely with TON TODHHS to coordinate and support COVID-19 response that can be reported towards the deliverables on the grant. If not approved, Pima County will not have a mechanism by which to pass on funding received from ADHS for the TON.

MAY 25 22:06:25 PC CLK OF BO

5 MI Approves AF 5/20/22

TO: COB 5-24-2022 (1)
VERS: 1
PSS: 12

MAY 24 22:01:38 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 22-123
Commencement Date: 01/18/2022 Termination Date: 05/31/2023 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 199,998.00 * Revenue Amount: \$

*Funding Source(s) required: Centers for Disease Control and Prevention via ADHS

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Is there revenue included? Yes No If Yes \$

Amount This Amendment: \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Via ADHS

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: Date: 8/15/22

Deputy County Administrator Signature: Date: 23 May 22

County Administrator Signature: Date: 5/24/2022

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
THE TOHONO O'ODHAM NATION
AND
PIMA COUNTY**

This Inter-Governmental Agreement (Agreement) is made and entered into by and between the Tohono O'odham Nation, a federally recognized Indian tribe, on behalf of the Tohono O'odham Nation Department of Health and Human Services ("TODHHS") and Pima County, a body politic and corporate of the State of Arizona (the County) on behalf of the Pima County Health Department ("PCHD").

Background and Purpose

TODHHS is a tribal organization that provides comprehensive health and social services on the Tohono O'odham Reservation in Arizona. TODHHS works closely with Tohono O'odham Nation Health Care (TONHC), a tribally run health care organization on the Nation that provides primary care, inpatient and emergency care through several clinics (San Xavier Health Center, Santa Rosa Health Center and San Simon Health Center) and at the Sells hospital. TODHHS and TONHC provide such services under a Compact and Funding Agreements with the Secretary of Health and Human Services as authorized by Title V of the Indian Self-Determination and Education Act of 1975, as amended, 25 U.S.C. §§ 5301-5423.

PCHD is the County health department for the county that encompasses much of the Tohono O'odham Nation.

In August 2021, Tohono O'odham Nation Chairman Ned Norris Jr. requested assistance from and collaboration with the PCHD in ongoing efforts to reduce COVID-19-related impacts within the Tohono O'odham Nation. This request was approved by the Pima County Administrator, Mr. Chuck Huckelberry, and collaboration on vaccination outreach began in September 2021. This activity relies upon the recently executed Intergovernmental Agreement (IGA) between the Tohono O'odham Nation and the PCHD to expand mobile COVID-19 testing, vaccination and mitigation activity at the request of and with the Nation, as outlined in the IGA (CTN-HD-21-082). The program of work outlined in the current IGA is consistent with the approved collaborative activity currently underway on the Nation throughout the Districts to increase vaccination education, awareness and uptake, in partnership with the TODHHS and TONHC personnel, and contracted providers.

The Arizona Department of Health Services was awarded funding from the Centers for Disease Control and Prevention (CDC) for the National Initiative to Address COVID-19 Health Disparities among Populations at High-Risk and Underserved, Including Racial and Ethnic

Minority Populations and Rural Communities (CDC-RFA-OT21-2103). The approved grant funding for the Arizona Department of Health Services (ADHS) included an allocation of \$199,998 for the PCHD to fund the Tohono O’odham Nation to deliver the priorities determined by the Nation and aligned with the grant strategies and activities. This funding was received from ADHS in IGA CTR057420 and approved by the Pima County Board of Supervisors on October 19, 2021.

The purpose of this Agreement is to clarify the relative roles and responsibilities of both parties.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Work. The Pima County Health Department will work with the Tohono O’odham Nation to meet requirements of ADHS and the CDC, including the submission of a work plan, a budget, and quarterly reporting of progress and expenditures. All activities are expected to be completed by May 31, 2023.

1.1 The CDC ADHS Health Disparities Grant will enable the Tohono O’odham Nation Department of Health and Human Services, Community Health Services program to:

- 1.1.1 Hire additional program staff to coordinate a Response team to focus on COVID-19 education and outreach.
- 1.1.2 Support expanded testing and vaccination outreach efforts.
- 1.1.3 Develop culturally relevant educational materials that take into account the cultural and linguistic needs of Tohono O’odham communities and living situations.
- 1.1.4 Develop mitigation and prevention through at-home, self-administered COVID-19 testing kits.
- 1.1.5 Provide ongoing training and practice support for Community Health Representatives and other Response Team personnel.

1.2 Responsibilities of the TODHHS include but are not limited to:

- 1.2.1 In Year 1 TODHHS will hire and train a Program Coordinator (1.0 FTE) to coordinate a Response Team that will implement program activities. The Response Team will also include at least three dedicated COVID-19 focused and district assigned Community Health Representatives (CHRs) funded by other means.
- 1.2.2 The Response Team will arrange, promote and help coordinate and staff mobile testing clinics or vaccination Points of Dispensary (PODs) with community partners, Districts and Communities. The Response team will also coordinate with ongoing community events to ensure mobile testing opportunities are included and promoted and COVID-19 related information and education is

provided at these events to address community member questions and concerns. Information and support for incentives will be arranged to encourage greater participation. The Response Team will be available to field calls from community members about testing options, vaccination opportunities and other COVID-19 related questions. Referrals will continue to be made to and from the TONHC Public Health Nursing (PHN) team and other sources, such as school personnel, for those at-risk community members needing at home vaccination or testing assistance.

- 1.2.3 The Response Team Coordinator will work with PCHD to strengthen Contact Tracing and Contact Investigation and develop standard operating protocols for safety, consistency and quality assurance.
- 1.2.4 Gather information about testing concerns, vaccine hesitancy and other relevant community concerns that will be used to inform COVID-19 testing and vaccine messaging to at risk segments of the community. The Response Team will participate in PCHD's contracted Human Centered Design activities, as relevant. This will help to improve service responsiveness and to tailor health education materials and communications. A culturally relevant COVID-19 campaign that meets the needs of the community will be developed with consideration to preferred language, literacy levels, cultural relevance and age appropriateness.
- 1.2.5 Disseminate COVID-19 information through printed materials, including posters and flyers, informational packets, billboards, advertisements in local publications etc. in community gathering places, district and community centers, businesses, schools, congregate settings and other community settings. Digital communications will be developed and shared electronically through PSAs, email, tribal radio and through tribal social media pages and channels. The Response Team will also share information in-person, as appropriate, with District Leadership and at community meetings.
- 1.2.6 Share data collected by TODHHS with PCHD for purposes of monitoring grant activity and reporting to the funders, as outlined in the recent IGA between the Nation and PCHD specific to the COVID-19 pandemic (CTN-HD-21-082).
- 1.2.7 Procure, assemble and provide to participating community members care coordination packages to mitigate against COVID-19 spread. The care coordination packages are planned to include a COVID-19 Binax Self-Test Kit, hand sanitizer, disposable facemasks, first aid kits, batteries, pulse oximeters as needed, paper product and a Berrcom thermometer.
- 1.2.8 The Response Team, including CHRs and other interested relevant personnel, will attend training provided by the PCHD and other local training providers that will aid and assist in the COVID-19 response effort, including but not limited to: contact tracing and contact investigation, motivational interviewing,

COVID-19 FAQs and updates, at-home self-testing kit administration, human centered design workshops to design informational materials and messaging, infection control measures, data collection and tracking tools, trauma informed care, wrap around services, and health system navigation.

1.2.9 The Program Coordinator will attend regular PCHD coordination and collaboration meetings to align efforts on the Addressing Health Disparities grants in the County. The Program Coordinator will also work with the CHRs and TONHC to track grant related data and compile monthly reports and submit financial expenditure reports to be shared with PCHD and the funding agencies. The Community Health Services Program Manager Sr. will oversee and monitor grant activities and deliverables, support the Response Team members as needed, and submit quarterly reports to the Division Manager.

1.3 Responsibilities of the PCHD include but are not limited to:

1.3.1 Provide technical and other assistance as needed for testing and vaccination outreach, contact tracing, contact investigation, human centered design of communications as needed.

1.3.2 Assist with design of the data collection tools and provide training on implementation of same and reporting.

1.3.3 Work with TODHHS to provide and/or coordinate training opportunities and practice support for Response team in partnership with Partners in Health and Arizona Community Health Worker Association.

1.3.4 Together with TODHHS, develop and submit to ADHS a work plan for the grant period.

1.3.5 Participate in all calls, webinars, meetings and trainings as required by ADHS.

1.3.6 Work with TODHHS and other statewide implementing partners to develop a shared comprehensive evaluation plan.

1.3.7 Submit quarterly progress reports to ADHS.

1.3.8 Submit monthly Contractor Expenditure Reports to ADHS.

2. Financial Terms.

2.1 Payment.

2.1.1 Pima County will reimburse TODHHS expenses to implement this program in an amount not to exceed \$199,998.00, the amount of the grant from ADHS for this purpose.

2.1.2 TODHHS will invoice PCHD on a monthly basis. PCHD must receive invoices no more than 30 days after the end of the billing period. TODHHS will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item as per **Exhibit A**, Budget (one page).

2.2 Relationship of the Parties. This Agreement is not intended to establish an employer-employee relationship, joint venture, or partnership, either expressly or by implication, and shall not be construed or interpreted otherwise.

3. Cooperation.

3.1 Generally. Both Parties shall designate a representative as Primary Contact for purposes of this Agreement. In the event the Primary Contact changes, the party shall provide the other party with written notice within ten days (10) of the change. The Parties agree to communicate openly and completely about issues that may affect the quality or efficiency of the Services.

3.2 Assistance with Litigation or Claims. To the extent claims are made by a third-party or litigation is initiated relating to the Parties' performance of their obligations under this Agreement, the Parties agree to cooperate in responding to such claims, including to make its employees available to testify as witnesses or to make itself otherwise reasonably available to the other Party.

4. Term and Termination.

4.1 Term. The initial term of this Agreement begins January 18, 2022 and will continue until May 31, 2023, unless terminated earlier as provided elsewhere in this Agreement or extended due to an extension on the underlying grant from ADHS.

4.2 Termination for Convenience. This Agreement may be terminated for convenience by either Party at any time upon written notice to the other Party. In the event a Party terminates the Agreement for convenience: upon receipt of the Notice of Termination, the Party receiving Notice of Termination will promptly discontinue all contractual performance, unless the Notice provides for a later effective date.

4.3 Termination for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

4.4 Non-Appropriation of Funds. Notwithstanding any other provision in this Agreement, -either party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining either party's or other public entity obligations under this Agreement. In the event of such termination, neither

party will have any further obligation to the other party other than to pay for services rendered prior to termination.

5. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Tribe or the County. This Agreement and all obligations upon the Tribe or County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.

6. Assignment of Rights. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

7. Construction of Agreement.

7.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

7.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

8. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

9. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

10. Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

10.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

10.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

11. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

11.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

12. Non-Waiver. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

13. Notices. Any Notice required to be given under this Agreement shall be delivered by hand or mail to the Parties at their respective addresses. Notice shall be deemed effective upon receipt.

TODHHS
ATTN: Tara Chico-Jarillo
Interim Executive Director
PO Box 810
Sells, AZ 85634

PCHD
Theresa Cullen, MD, Director
Pima County Health Department
3950 S. Country Club Rd., Suite #100
Tucson, AZ 85714

14. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

15. Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless, the other party (as "indemnitee") from and against any and all claims, losses, CTN-HD-22-123-00 TON & PCHD COVID

liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the 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 indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

16. Insurance. Each party is aware of the other party's self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance to satisfy financial responsibility associated with claims, including attorney fees outlined in section 18 above.

17. Legal Arizona Workers Act.

17.1 Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Tribe's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Tribe shall further ensure that each subcontractor who performs any work for Tribe under this Contract likewise complies with the State and Federal Immigration Laws.

17.2 County shall have the right at any time to inspect the books and records of Tribe and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

17.3 Any breach of Tribe's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Tribe to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Tribe shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

17.4 Tribe shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County

may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

18. Legal Liability.

18.1 Each party shall be responsible for claims, losses, damages and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

18.2 Notwithstanding Section 21.1, TODHHS is a tribal organization performing functions under a contract with the United States authorized by the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423. Consequently, TODHHS is deemed to be part of the U.S. Department of Health and Human Services while carrying out any such contract, and its employees are deemed to be employees of the Public Health Service while acting within the scope of their employment in carrying out the contract. As such, they are protected from civil liability by various federal laws, including 25 U.S.C. §§ 5321(d), 1680c(d), section 314 of Public Law 101-512, and the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680), including its defenses and immunities, will apply to TODHHS. Nothing in this Agreement shall be construed to prejudice TODHHS in any way or waive any of TODHHS's rights or privileges pursuant to federal law, including the full protection and coverage of the Federal Tort Claims Act, including its defenses and immunities, nor does it waive TODHHS's or the Nation's sovereign immunity from suit, nor does it waive any rights pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423, as amended.

19. Amendments/Modifications. This Agreement may be amended only in writing executed by the Parties.

20. Integration. This Agreement incorporates and supersedes all prior Agreements by the Parties on the matters contained herein.

21. Assignments. This Agreement may not be assigned, sold, transferred, or encumbered by either Party without the prior written consent of both Parties. Such consent may be withheld for any reason or no reason. Any attempts to assign this Agreement without consent shall be null and void, and the Agreement shall terminate.

- 22. Force Majeure.** Each Party shall not be liable for its respective failure to perform any of its obligations under this Agreement if prevented from performing such obligation by a cause beyond its respective reasonable control which by the use of due diligence of TODHHS or PCHD, as the case may be, shall not have been able to overcome, including, but not limited to: acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States Government, including changes in existing legislation affecting the subject matter of this Agreement or inability of the parties to obtain COVID-19 testing supplies, COVID-19 vaccine or PPE.
- 23. Dispute Resolution Process.** If a dispute should arise over the terms of this Agreement that the Parties are unable to resolve between themselves, the representatives of the Parties shall meet in a formal discussion session to attempt to resolve the dispute.
- 24. Protected Health Information.** No protected health information as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be disclosed or shared between the parties in the performance of this Agreement.
- 25. Grant Compliance.** The parties will comply with all requirements attached in **Exhibit B** (33 pages), COVID-19 Health Disparities grant, CTR057420, from ADHS.
- 26. Authority and Representations.** Each Party represents and warrants that: (1) it is authorized and empowered to enter into and perform this Agreement; (2) it has approved and authorized the execution, delivery, and performance of this Agreement insofar as it pertains to the obligations of the Party; (3) all action that may be necessary for the approval, execution, and delivery of this Agreement has been taken; and (4) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the execution and delivery of this Agreement.
- 27. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

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28. Signatures.

Tohono O'odham Nation

Pima County

By: _____
(Authorized Representative) Date

By: _____
(Authorized Representative) Date

Printed Name: Ned, Norris, Jr

Printed Name: Sharon Bronson

Title: Chairman

Title: Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT



Department Representative

5/18/22

Date


ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the Tohono O'odham Nation has been reviewed pursuant to A.R.S. § 11 952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Attorney, Tohono O'odham Nation

Print Name

Date



Deputy County Attorney
Jonathan Pinkney

Print Name

5/18/22

Date

Exhibit A (1 page)

Budget

September 1, 2021 – May 31, 2023

Salary Program Coordinator (1 FTE)	\$ 98,362
Fringe Benefits (42.81% of salary)	\$ 41,126
Travel	\$ 2,000
Office Equipment	\$ 1,500
Supplies	\$ 7,600
Advertising and Marketing	\$ 7,000
Other	\$ 21,381
Total Direct Costs	\$178,969
Indirect Costs (11.75% of Direct)	\$ 21,029
Total Budget	\$199,998