

# BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☐ Grant	Requested Board Meeting Date: 09/05/2023
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
Tohono O'odham Nation	
*Project Title/Description:	
Law Enforcement Mutual Aid Agreement Between the Tohono O'odh	am Nation and Pima County
*Purpose:	
To provide for law enforcement mutual aid services between the part	ties to the agreement.
*Procurement Method:	
This IGA is a non-Procurement contract and not subject to Procurement	nt rules.
*Program Goals/Predicted Outcomes:	
Defines the conditions and methods for provision of mutual law enforcement	cement aid.
*Public Benefit:	
Provides public safety and law enforcement in Pima County.	
*Metrics Available to Measure Performance:	
Instances of collaboration and pertinent law enforcement statistics.	
*Retroactive:	
No.	

TO: COB 8/15/23 Vers: 1 pgs.: 11

# 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: CTN	Departmen	it Code: <u>SD</u>	Contract Number (i.e., 15-123): <u>24*017</u>
Commencement Date: 09/05/2023	Terminatio	n Date: <u>09/04/2</u>	Prior Contract Number (Synergen/CMS):
Expense Amount \$ 0.00 *		⊠ R	evenue Amount: \$ <u>0.00</u>
*Funding Source(s) required: N/A			
Funding from General Fund? Yes	No     No	If Yes\$	%
Contract is fully or partially funded with	Federal Funds?	Yes 🍜	No
If Yes, is the Contract to a vendor or s	ubrecipient?		
Were insurance or indemnity clauses mo If Yes, attach Risk's approval.	odified?	Yes 🤃	No No
Vendor is using a Social Security Number If Yes, attach the required form per Admini			• No
Amendment / Revised Award Informa	ition	300000	
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 Concrea	se 🦈 Decrea	ise	Amount This Amendment: \$
Is there revenue included?	No I	f Yes \$	Amount this Amenument: 5
*Funding Source(s) required:		50	
Funding from General Fund? Yes	No I	f Yes \$	%
Grant/Amendment Information (for g		20	Award Amendment
Document Type:	Department		Grant Number (i.e., 15-123):
Commencement Date:		nination 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?  *Funding Source:	Yes No	If Yes \$	%
*If Federal funds are received, is fundi	ng coming dire	ectly from the F	Federal government or passed through other organization(s)?
Contact: <u>Julia Gates</u>	, , , , , ,		
Department: <u>SD</u>	1	$\overline{}$	Telephone: <u>520-351-4734</u>
epartment Director Signature:	A		Date: 8/14/2 3
eputy County Administrator Signature:		5_	Date:
ounty Administrator Signature:	9	w	Date: 8 4 25

# LAW ENFORCEMENT MUTUAL AID AGREEMENT Between THE TOHONO O'ODHAM NATION And PIMA COUNTY

This LAW ENFORCEMENT MUTUAL AID AGREEMENT (the "Agreement") is entered into between the TOHONO O'ODHAM NATION, (hereinafter referred to as the "NATION") and PIMA COUNTY, a political subdivision of the State of Arizona, (hereinafter referred to as "PIMA").

WHEREAS, it is to the mutual benefit of the parties that they enter into an agreement of mutual aid and assistance in the field of law enforcement; and

WHEREAS, PIMA and the PIMA County Sheriff's Department are authorized by A.R.S. § 13-3872 and A.R.S §§ 11-951 et seq. to enter into this Agreement and provide law enforcement assistance of sworn peace officers, other personnel, and resources as are available in order to more efficiently and economically facilitate law enforcement services and provide for the maximum amount of protection for public health, safety and welfare of its citizens; and

WHEREAS, 25 U.S.C. §§ 2801 et seq., through this Agreement, permits federal and tribal law enforcement agencies with primary jurisdiction over crimes committed by Indians within the exterior boundaries of the NATION to request law enforcement assistance from the PIMA County Sheriff's Department (for the purposes of this Agreement, the federal and tribal law enforcement agencies referred to above include: the Federal Bureau Investigation (FBI), the U.S. Department of the Interior, Bureau of Indian Affairs, Law Enforcement Division (BIA), and the police officers of the Tohono O'odham Nation); and

WHEREAS, the NATION, pursuant to the authority contained under the Tohono O'odham Constitution, Article VI, Section 1(f), Section 1.3 of the Tohono O'odham Nation's Criminal Code and pursuant to 25 U.S.C. §§ 2801 et seq., is authorized to enter into this Agreement in order to more efficiently and economically facilitate law enforcement services and provide for the maximum amount of protection for public health, safety and welfare of its citizens; and

WHEREAS, PIMA, by Resolution No. \_\_\_\_\_ and the NATION, by Resolution No. \_\_\_\_\_ and the NATION is a second provided this Agreement.

NOW, THEREFORE, it is mutually agreed by the parties:

# I. PURPOSE AND INTENT.

The purpose of this Agreement is for PIMA and the NATION to provide each other with law enforcement mutual aid services as necessary and as resources permit. PIMA, through the PIMA County Sheriff's Department, operates and maintains a law enforcement agency within the geographical boundaries of PIMA. The NATION, through the Tohono O'odham Police

Department, operates and maintains a tribal law enforcement agency within the Nation's geographical boundaries.

#### II. TERM.

The initial term of this Agreement shall be for a period of three (3) years, commencing on the date the last party signs this Agreement. Unless otherwise terminated by the parties pursuant to the terms hereinafter, this Agreement may be automatically renewed for no more than two additional three-year terms (second and third terms). Thereafter, the Agreement may be renewed only by the mutual written agreement of the parties.

## III. PARTIES TO THE AGREEMENT.

The parties to this Agreement shall include the following: PIMA and the NATION.

# IV. ACKNOWLEDGMENTS.

- A. The parties to this Agreement formally recognize the authority of the NATION's Police Department to provide primary law enforcement services on the NATION. Primary law enforcement services on the NATION shall include, but are not limited to: the enforcement of Tribal laws and ordinances upon its Tribal members and Indian residents; responding to calls for law enforcement services within the NATION's boundaries; investigating reported violations of Tribal law and ordinances; and providing for the security of persons who reside upon or travel onto the NATION.
- B. The parties to this Agreement formally recognize the authority of the BIA, its subdivisions and individual agents, as well as the FBI, to investigate violations of Federal Law committed on NATION lands.
- C. Federal Indian Law and applicable Arizona State law, i.e., A.R.S. §§ 13-3869, and 13-3871 -3875, govern the authority of off-reservation Law Enforcement agencies (PIMA County Sheriff's Department, Medical Examiners, PIMA County Attorney, their bureaus, divisions and individual members) to enforce Arizona State laws over non-Indians who reside upon, or travel onto, the NATION. Federal Indian Law and applicable Arizona State law also govern the authority of Reservation Law Enforcement Agencies (the NATION's Police Department and the NATION's Prosecutor's Office, their bureaus, divisions and individual members) to enforce Arizona State laws over individuals who reside upon or travel onto, non-reservation lands within the State of Arizona. The parties agree to the following in terms of jurisdiction:
  - i. Crimes by a Non-Indian against an Indian in Indian Country. States and the federal government have concurrent jurisdiction over crimes committed by non-Indians against Indians in Indian Country. Oklahoma v. Castro-Huerta, 597 U.S. (2022). If the crime in question is defined by a federal enclave statute, prosecution of the non-Indian proceeds under the Indian Country Crimes Act, 18 U.S.C. § 1152. If there is no federal enclave crime, state substantive law is incorporated by reference, through the Assimilative Crimes Act, 18 U.S.C. § 13. The Major Crimes Act, 18 U.S.C. § 1153, does not apply because it covers only crimes committed by Indians. The Violence Against Women Reauthorization Act of 2022 (hereinafter "VAWA 2022"), as codified at 25 U.S.C. §1304, authorizes tribes to exercise special tribal

- criminal jurisdiction (hereinafter "STCJ") over non-Indian defendants for certain specified crimes.
- ii. Crimes by a Non-Indian against a Non-Indian in Indian Country. The McBratney rule holds that crimes by a non-Indian against a non-Indian in Indian Country go to state court, except in the case of obstruction of justice or assault of Tribal justice personnel, the latter of which may be prosecuted by tribes that are exercising STCJ. Otherwise, federal courts and tribal courts have no jurisdiction. See U.S. v. McBratney, 104 U.S. 621 (1881), VAWA 2022.
- iii. Victimless/Consensual Crimes by a Non-Indian in Indian Country. Federal courts have jurisdiction over crimes covered by federal enclave law or state law (via the Assimilative Crimes Act) under the Indian Country Crimes Act. The state courts have concurrent jurisdiction pursuant to Castro-Huerta. The rationale under McBratney would allow state jurisdiction only if no interest of the tribe, its members or property is involved and if federal policy towards Indians in not impacted.
- iv. Sex Offender Registration and Notification Act. P.L. 109-248 Title I of the Adam Walsh Child Protection and Safety Act of 2006 (SORNA) requires minimum standards for sex offender registration and notification in the United States, including within Tribal reservation boundaries. The parties agree to collaborate on sharing relevant information on registered sex offenders as may be required by SORNA.

# V. MUTUAL AGREEMENTS.

- A. Under this Agreement, PIMA agrees to the following:
  - i. Requesting Aid. When deemed necessary and appropriate, the PIMA County Sheriff or his designee(s) may call upon law enforcement officers of the NATION for back up or assistance in emergencies or life-threatening situations, provided that the call does not conflict with the then-current duties of the NATION officer.
  - ii. General Aid. Any law enforcement personnel of PIMA responding to a request for assistance from the NATION shall maintain a secondary "back up" presence if feasible and not initiate any law enforcement action unless specifically requested to do so by an Agent of the FBI, the BIA, or a ranking NATION's Police Department official, or confronted with an emergency or life threatening situation.
    - a. For the purpose of this Agreement "immediate back up" shall be limited to those instances in which insufficient personnel from an agency of primary jurisdiction, is present at the scene of an "in progress" crime to provide for the safety of uninvolved third parties, or individual law enforcement officers and agents or other parties as necessary and appropriate.
      - 1. In such instances, personnel providing "back up" officers will act as assisting personnel, providing an additional law enforcement presence, in a secondary role, and will take action only at the request of an officer or agent whose department or agency retains primary jurisdiction or as reasonable safety needs and concerns make necessary. Personnel of the PIMA County Sheriff's Department or the PIMA County Attorney shall not initiate independent law enforcement action on the Reservation.

- b. Personnel of the PIMA County Sheriff's Department will not personally serve, or be otherwise involved in the service of misdemeanor warrants for the arrest of Indians on Tribal lands.
- iii. Availability of Resources. The provision of assistance is subject to the providing party's assessment of availability of resources and ability to render aid. The party providing aid shall undertake its best efforts to render such aid as it is able to provide consistent with its own service needs at the time, taking into consideration the providing party's existing commitments within its own jurisdiction and applicable law. The providing party shall be the sole judge of what aid it has available to furnish to the requesting party pursuant to this Agreement.

# B. Under this Agreement, the NATION agrees to the following:

- i. Requesting Aid. When deemed necessary and appropriate, the NATION Police Chief or his designee(s) may call upon law enforcement personnel of PIMA for back up or assistance in emergencies or life threatening situations, provided that the call does not conflict with the then-current duties of the PIMA official.
- ii. General Aid. Any law enforcement personnel of the NATION responding to a request for assistance from PIMA shall maintain a secondary "back up" presence if feasible and not initiate any law enforcement action unless specifically requested to do so by a ranking PIMA, or confronted with an emergency or life threatening situation.
  - a. The Nation's Police Department will not request assistance from PIMA where personnel from agencies with primary jurisdiction over crimes committed by Native Americans on Tribal lands are available and can provide an appropriate and timely response.
    - The Nation's Police Department will not request back up assistance during routine calls for services or in cases where off-duty personnel of the Nation's Police Department are available and can provide an appropriate and timely response.
- iii. Availability of Resources. The provision of assistance is subject to the providing party's assessment of availability of resources and ability to render aid. The party providing aid shall undertake its best efforts to render such aid as it is able to provide consistent with its own service needs at the time, taking into consideration the providing party's existing commitments within its own jurisdiction and applicable law. The providing party shall be the sole judge of what aid it has available to furnish to the requesting party pursuant to this Agreement.

# VI. SUPERVISION.

At all times throughout the duration of this Agreement, PIMA shall have sole supervisory authority over County personnel and the PIMA County Sheriff's Department shall have sole supervisory authority over PIMA County Sheriff's Department personnel. Likewise, the NATION shall have sole supervisory authority over NATION personnel and the NATION's Police Department shall have sole supervisory authority over NATION Police Department personnel.

# VII. PROCEDURES, SCOPE AND LIMITATIONS.

- A. Law Enforcement Authority on the Tribal Lands. Personnel of the PIMA County Sheriff's Department shall not become involved in the investigation of any offense committed within the NATION unless the perpetrator has been reasonably identified as a non-Indian, or as otherwise duly requested and authorized by Federal and/or Tribal authorities. For those certain cases involving a non-Indian perpetrator, PIMA is authorized to hold and prosecute the non-Indian perpetrator.
- B. Deaths on Tribal Lands. The PIMA County Sheriff's Department may assist in the investigation of deaths which occur on Tribal lands in the following cases:
  - i. When the decedent is non-Indian.
  - ii. When the decedent is an Indian and the death was the result of criminal means or suspected criminal means being investigated by an agency that has primary jurisdiction on the Reservation.
    - a. The authority of a PIMA official shall be limited to those instances where he or she is acting in concert with, and in assisting capacity to an investigation being conducted by the FBI, the BIA, or the NATION's Police Department.
  - iii. Pursuant to subsection ii.a. above, PIMA County Sheriff's Department personnel acting in concert with and assisting with investigations shall decrease proportionately as the capability of the NATION increases or shall decrease to the extent that the NATION deems appropriate. The agencies agree to maintain consistent communication when the need for, and availability of, resources change.
- C. Hot Pursuit. Upon crossing into the NATION, the Non-Tribal law enforcement officer in hot-pursuit shall as soon as practicable notify and maintain contact with the NATION's Police Department until a NATION's Police Department officer responds to the scene.
- D. Consistency with Applicable Laws. The provisions of these procedures shall be interpreted and construed so as to effectuate its general purpose to make uniform any and all applicable tribal, state and federal laws; provided that under no circumstances shall the provisions of this Agreement be interpreted to authorize the extradition, pursuit, or arrest of any person within the exterior boundaries of the NATION without complying with this Agreement.
- E. Special Law Enforcement Commissions. The NATION's Police Department may sponsor those officers identified by the PIMA County Sheriff's Department in an application for a federal Special Law Enforcement Commission pursuant to a Deputation Agreement with the Bureau of Indian Affairs Office of Justice Services for the purpose of providing assistance in the enforcement of Federal criminal statutes and Federal hunting and fishing regulations within the exterior boundaries of the NATION or individual Indian allotments standing within PIMA.

### VIII. LIABILITY, INSURANCE AND INDEMNITY.

Nothing in this Agreement shall be construed to mean that any of the parties hereto have, by executing this Agreement, waived any immunity or subjected themselves to any liabilities to which they would not be otherwise subjected by law. No party to this Agreement shall be held liable for any loss or damage by reason of its failure to effectively respond to any law enforcement

problem in the territory or jurisdiction of any other party. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third parties and no third party or parties shall have the right of action hereunder for any cause whatsoever. The provisions of this entire section shall survive the termination of this Agreement. The parties further agree as follows:

A. Liability. Each party shall be responsible and liable for damages caused by the acts or omissions of its officers, agents or other employees during that party's participation under this Agreement. The employees of each party to this Agreement shall remain under the ultimate control of said party. Each party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer party while engaged in this Agreement.

Accordingly, when providing mutual assistance, the NATION shall be solely responsible and liable for any and all claims, losses, liability(ies), demands, judgments (including all costs, expenses, and attorney's fees) resulting in any bodily injury (up to and including death) of any person (including employees) arising out of the performance of the NATION's Police Department and/or NATION personnel.

Likewise, when providing mutual assistance, PIMA shall be solely responsible and liable for any and all claims, losses, liability(ies), demands, judgments (including all costs, expenses, and attorney's fees) resulting in any bodily injury (up to and including death) of any person (including employees) arising out of the performance of PIMA County Sheriff's Department and/or PIMA personnel.

B. Workers Compensation, Employee Rights and Benefits. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of worker's compensation benefits for the purposes of this section. Each party to this Agreement shall further comply with the provisions of A.R.S. § 23-1022(E) by posting the required public notice.

The employees of each party to this Agreement shall remain under the ultimate control of that respective party. Employees of each party participating under this Agreement are not considered employees of any other party except in the case of the exception listed in the paragraph above. Each party shall remain liable for its employees' salaries, employee-related benefits, discipline and civil liabilities and each employee shall be deemed to be performing regular duties for the primary employer party while performing services under this Agreement. All personnel retain all pension and disability rights, salaries, and all rights of regular employment while acting under authority conferred pursuant to this Agreement.

C. Insurance. Each party to this Agreement agrees that it and its insurance carrier, if any, shall be liable for all legally determined damages caused by its own personnel. The NATION agrees to continue certification necessary to maintain coverage afforded the NATION's Police Department personnel under the Federal Tort Claims Act, 28 U.S.C. § 2680. Each party agrees to obtain sufficient insurance coverage, or to adequately self-insure to meet its

- responsibility hereunder. The provisions of this section shall survive the termination or expiration of this Agreement.
- D. Cooperative Defense. In the event that litigation is initiated against any party for acts or omissions of any kind arising under this Agreement, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its employee's acts or omissions of any kind, while performing any service or activity under this Agreement.
- E. Indemnity. To the fullest extent permitted by law, each party to this Agreement shall defend, indemnify, and hold harmless the other and its departments, officers, officials, agents, and employees from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) arising out of bodily injury or death of any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor or its officers, agents, personnel, professionals or employees.
- F. No Right, Interest, Entitlement or Cause of Action Created. No employment right, property interest, liberty, civil or personal entitlement of any kind shall be created by the extending, acceptance or holding of a cross-deputation pursuant to this Agreement. No personnel of a party shall have a cause of action against the other party, its officers or employees, for failure to deliver or for arbitrary revocation of a cross-deputation. Each party agrees to indemnify and hold harmless every other party from all such claims by its own personnel.
- G. Preservation of Immunities, Exemptions, Laws, and Policies of Primary Jurisdiction. All the immunities from liabilities, exemptions from laws, ordinances, and policies and procedures which personnel employed by the various parties hereto have in their own jurisdictions, shall be effective in the jurisdiction in which they are acting, to the extent allowed by law.

### IX. TERMINATION.

This Agreement may be canceled or terminated by either party at any time upon thirty (30) days prior written notice by certified mail.

#### X. NOTICES.

All notices provided under this Agreement shall be written and shall be sent via certified mail to the respective addressee(s) provided below:

If to PIMA:

If to the NATION:

PIMA County Sheriff's Department 1750 E. Benson Hwy. Tucson, Arizona 85714 Chief of Police P.O. Box 189 Sells, Arizona 85634

# XI. MISCELLANEOUS.

- A. Amendment. The provisions of this Agreement may be amended or modified only upon mutual written agreement of both parties
- B. Other Duties Imposed by Law. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- C. Conflicts of Interest. To the extent permitted and/or required by law, the provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest apply to this Agreement.
- D. Waiver of Terms and Conditions. The failure of either party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- E. Compliance with Civil Rights. To the extent permitted and/or required by law, the parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other applicable federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- F. Compliance with Laws, Regulations and Policies. 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. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Furthermore, the parties agree to abide by each party's policies to the extent appropriate and required or permitted by law.
- G. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the parties' employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party, including, but without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- H. No Third Party Beneficiaries. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- I. Non-assignment. Neither party shall assign its interest in this Agreement, either in whole or in part.
- J. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- K. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties.

L.	Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied
	waiver of the sovereign immunity of either party in any forum or jurisdiction.

M. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

(Signatures on following page)

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

PIMA, a political subdivision of the State of Arizona	TOHONO O'ODHAM NATION
By:	By: Mam
Adelita Grijalva	Ned Norris Jr.
Chair, Pima County Board of Supervisors	Chairman
	Tohono O'odham Nation
	08/07/2023
Date	Date
ATTEST	
Ву:	
Melissa Manriquez, Clerk of the Board	
Date	
	5-2
By: Chris Nanos	Elton Begay
Sheriff	Chief of Police
County of PIMA	Tohono O'odham Nation
Aug 14, 2023	07-17-2023
Date	Date

Date

# INTERGOVERNMENTAL AGREEMENT DETERMINATION

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 represented by the undersigned.

PIMA COUNTY	TOHONO O, ODHAM NATION	
Sean Holguin Deputy County Attorney Tohono O'odham Nation	By:	
<u>8/9/23</u>	08/07/2023	
Date	Date	