

## **BOARD OF SUPERVISORS' MEETING MINUTES**

The Pima County Board of Supervisors met in regular session at their regular meeting place in the Pima County Administration Building (Hearing Room), 130 West Congress Street, Tucson, Arizona, at 9:00 a.m. on Tuesday, July 16, 2024. Upon roll call, those present and absent were as follows:

Present: Adelita S. Grijalva, Chair  
Rex Scott, Vice Chair  
\*Dr. Matt Heinz, Member  
Dr. Sylvia M. Lee, Member  
Steve Christy, Member

Also Present: Jan Leshar, County Administrator  
Sam E. Brown, Chief Civil Deputy County Attorney  
Melissa Manriquez, Clerk of the Board  
John Stuckey, Sergeant at Arms

\*Supervisor Heinz participated remotely. He joined the meeting at 10:36 a.m.

### **1. PLEDGE OF ALLEGIANCE**

All present joined in the Pledge of Allegiance.

### **2. LAND ACKNOWLEDGEMENT STATEMENT**

The Land Acknowledgement Statement was delivered by Reyes Hernandez, Pascua Yaqui Outreach Coordinator, Pima County Recorder's Office.

### **3. PAUSE 4 PAWS**

The Pima Animal Care Center showcased an animal available for adoption.

### **4. POINT OF PERSONAL PRIVILEGE**

Chair Grijalva acknowledged the assassination attempt on former President Trump and expressed her concerns with increased political violence. She quoted President Biden from his Oval Office Address, "While we may disagree, we are not enemies. We are neighbors, we are friends, we are co-workers, citizens, and most importantly, we are fellow Americans. We must stand together no matter how strong our convictions and we must never descend into violence." She indicated that Pima County also had a problem with political violence and welcomed everyone to visit the January 8, 2011 Memorial located outside the Historic Courthouse which honored the 19 people who lost their lives and former U.S. Representative, Gabby Giffords, who was shot by a lone gunman on that day. She understood that emotions could get high when speaking about political topics, but that the Board had experienced direct threats of violence. She reiterated that everyone should feel

welcomed at the Board meetings. She stated that the Board worked hard to create a safe place for everyone to exercise their right to democracy.

## 5. **CALL TO THE PUBLIC**

Robert Reus addressed the Board and read a quote from “The Ordinance of Religious Freedom.”

Alan Young, Commander, 2nd District of the American Legion, Department of Arizona, spoke about the neglect and recent vandalism of the Veterans Memorial Plaza and Gold Star Family Memorial where seals of branches of service had been removed and there were tattered flags at the Korean Memorial located at Kino Sports Complex that needed to be replaced. He spoke with County employees regarding the removal of the seals and was told that the County did not maintain the property. He stated the contact information listed in Google for the property was the 2nd District of the American Legion, but they did not own the property. He offered to help maintain the property.

Raf Polo expressed his concerns with the time limit speakers had at Call to the Public, decorum rules, and the economic standing of the County’s constituents.

Sherrylyn Young expressed concerns with chain of custody on election ballots and the incorrect primary election date printed on the ballots. She asked that the Board investigate the discrepancy.

Mike Aaron spoke about election fraud and the incorrect date printed on the sample ballots.

Cory Stephens expressed concerns with the incorrect date printed on the sample ballots, overcrowding at the County jail, illegal immigrants housed at the jail, no shelters for the homeless population, and Supervisor Heinz not being present at the meetings.

The following speakers addressed the Board with election issues.

- Sarah Price
- Gary Olson
- Sharon Fickes
- Kathleen Splittstoesser
- Malinda Sherwin
- Dean Forster
- Gail Berry
- Susan Kelly
- Shirley Requard
- Tim Laux
- Gisela Aaron

They offered the following comments:

- Expressed concerns with the certified canvass report from the 2022 election being certified when it should not have been.
- Presented examples of errors in the chain of custody with election documents that violated A.R.S. § 16-621 E.

- Ballot drop-off locations were not located within secure areas and were not always staffed.
- Questioned if the drop-off locations had cameras.
- Pima County was the only county in Arizona that did not allow political observers during early voting.
- Poll locations did not meet statute guidelines and expressed concern with County employees that filled these positions.
- Pima County violated the two-person courier regulations and asked why the two person couriers were not from opposite parties as required by law.
- Asked if the Recorder followed the two-party rule.
- Expressed concern that there was no place for expressed vote envelope amounts on the transfer document.
- Questioned why ballots were delivered after the deadline and if they counted.
- Asked why the Post Office delivered ballots without a ballot count or documentation that included the number of delivered ballots.
- Questioned the whereabouts of the Recorder's employees on Election Day and the chain of custody paperwork.
- Asked about the uncounted amounts of preprinted and ballot stock for four of the early voting sites.
- There was no accountability from the Recorder, fraudulent signatures, missing seals or damaged seals on mail in ballots.
- Used a program that allowed constituents to vote after they registered after the cut-off period.
- Concerns about accuracy and voter fraud issues had previously been brought to the Board's attention.
- Questioned where that ballots were that were sent to constituents without prior voting history.
- Asked if the missing ballots were included with the Post Office and Recorder transfers.
- Asked why voters were not being removed from the mailing list as instructed by statutory regulations.
- Expressed concern with the GOP that told voters that their voting record could not be found.
- Asked why 10,000 voters were removed from the registered voting list.
- Voters had been told they had already voted, which was a violation of A.R.S. §16-411 and HAVA section 301 accuracy rate.
- Reduced amount of voting centers within a 2-mile radius of many homes had led to voter suppression.
- Voter locations closed without notice and there was no Recorder list of Election Board workers, which was a violation of A.R.S. §16-531.
- Asked that the County Attorney provide a legal option if PND and IND are parties and to investigate the violations.
- Asked Supervisor Christy to direct the Pima County Recorder and Elections director to answer election integrity questions.
- Ballots were sent out with an incorrect date of August 30, 2024.

- Voters would be less likely to open a second sample ballot if they had already opened the first one and did not know the date was incorrect on it.
- Questioned signature verification on the ballots and its accuracy without the use of AI.
- Signature verification by humans had a reported failure rate of 80%.
- Questioned why observers were not allowed to witness the signature verification if the failure rate was so high and if the two-party rule was used on the signature verification.
- Questioned if there was proof on how the ballot stock was delivered or how many were delivered to the voting centers.

Gary Vella, President, Supporting and Promoting Ethics for the Animal Kingdom, expressed concerns with horse racing within Pima County, and on track breakdowns and the number of fatalities in horse racing that had been misrepresented at a previous meeting. He inquired about the current status on any contract renewals for the horse racing track.

Keith Van Heyningen addressed the Board regarding the Mosaic Quarter, abortion, social security, Medicare, Medicaid and open borders.

Dave Smith spoke on the assassination attempt on former President Trump and expressed concerns with organized political violence within the United States and election integrity within the County.

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Supervisor Christy requested there be an item placed on the agenda for the August 13, 2024 Board meeting, regarding the election concerns raised by several speakers. He also requested that the Recorder and Elections Director be present at the meeting to answer questions. He inquired about the ownership of the Veterans Memorial Plaza and the Korean Memorial and who was responsible for their maintenance. He requested a report regarding this issue from the entities in the County who were responsible to maintain these properties and requested it be brought up at the next meeting, as well.

Supervisor Lee asked County Administration to find a possible location for a Veterans Memorial that would be easily accessible and visible.

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## 6. **CONVENE TO EXECUTIVE SESSION**

It was moved by Supervisor Scott, seconded by Chair Grijalva and carried by a 4-0 vote, Supervisor Heinz was not present for the vote, to convene to Executive Session at 9:57 a.m.

7. **RECONVENE**

The meeting reconvened at 10:36 a.m. All members were present.

**EXECUTIVE SESSION**

8. Pursuant to A.R.S. §38-431.03 (A)(3), for legal advice and discussion regarding the possible purchase of downtown properties.

This item was informational only. No Board action was taken.

9. Pursuant to A.R.S. §38-431.03 (A)(3), for legal advice and discussion regarding the recent Maricopa County Superior Court decision related to local wage ordinances.

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to continue the item to the Board of Supervisors' Meeting of August 13, 2024.

**BOARD OF SUPERVISORS**

10. **Board of Supervisors Representative Updates on Boards, Committees and Commissions and Any Other Municipalities**

Chair Grijalva stated that the Board of Health would consider the proposed revisions to their bylaws at their July 24th meeting. She also met with her district office representatives on the Regional Affordable Housing Commission and the Fair Horse Racing Commission.

This item was informational only. No Board action was taken.

11. **Workforce Investment Board (WIB) Presentation**

Discussion/Direction/Action: The Board of Supervisors shall receive a presentation from officers of the WIB and county staff members. The topic of the presentation shall be the responsibilities invested in the WIB, the strategic planning process they are currently engaged in, how county staff works in partnership with the WIB and the roles the Board of Supervisors should play in supporting the WIB and workforce investment endeavors countywide.

Presenters shall be the new and former chairs of the WIB, the director of the Community and Workforce Development Department (the department that works directly with the WIB) and the director of the Economic Development Department. The latter director should be prepared to discuss how the work of the WIB aligns with the recently revised Economic Development Strategic Plan. (District 1)

Supervisor Scott stated that the County Administrator's memorandum dated March 11, 2024, indicated the County's local plan for workforce development had to be updated every four years, which meant that the plan was in the process of being

updated, and would be the first new plan since the seating of four of the current Board members. He stated that he had heard from the President and CEO of the Tucson Metro Chamber, and Workforce Investment Board (WIB) member, that WIB members had been involved in some strategic planning efforts. He stated that Director Sullivan's memorandum that was attached to the County Administrator's memorandum referenced those strategic planning task forces as part of the goals and strategies for local plan development. He stated that this was the reason why he wanted to hear about the strategic planning being done by WIB members. He added that the prior year, the Board had approved a revised Economic Development Strategic Plan, and he wanted to know how the Workforce Development Local Plan would align with the efforts of that revised plan.

Supervisor Christy inquired whether any action would be taken or if this was an informational item.

Chair Grijalva clarified that this item was for information only.

Dr. Mark Vitale, former Chair, WIB, explained that the WIB composition could be up to 45 members, they currently had 35, and members were volunteers. He stated that the purpose of the Board was to govern the utilization of Workforce Investment Opportunity Act dollars, which flowed from the Department of Labor into local communities through the states. He added that there was a host of requirements and calibration types of efforts down to the composition of the Board that needed to be maintained to remain in good standing and the State of Arizona was good about staying in alignment with the Federal statutes. He stated that he worked in higher education for 23 years with the University of Phoenix and the State gave higher education a run for its money in the amount of regulation that it did in this particular area. He stated that the allocations of workforce investment dollars for Pima County were updated every year, three years prior it was \$10 million, two years prior they had a reduction in federal dollars which decreased it to \$7.8 million and it had further decreased to \$7.4 million, which was something that the WIB would need to take into effect because both were connected to it and Pima County was the established Title I-B Workforce Innovation and Opportunity Act (WIOA) administrator. He stated that County Administrator Leshar was considered the pinnacle of that and Chair Grijalva was listed in the shared governance agreement as the local CEO, which was one type of model and the other model was an actual standalone nonprofit established as the administrator of the funds, and their Board governed it. He stated that it was more common on the east and Arizona only had one community organized that way in Yuma. He stated that organization was the Yuma Private Industry Council that administered the WIOA funds, but Yuma County partnered with them. He stated that the second major goal of WIB was to create networks, alliances and pathways for stakeholders within a community to come together to develop the type of infrastructure necessary to support workforce career development in the short and long-terms. He stated this manifested in several different ways and the strategic planning was designed to review the federal law, review what the Boards were responsible for, develop small task forces around those strategic areas of focus, which ranged from underserved populations that required more attention than historically the Board had been focusing on, to

capitalizing on current trends in workforce development. He stated the most prominent was the introduction and proliferation of the registered apprenticeships, which were work study and on-the-job experiences where candidates received training and on-the-job experience and would exit from that program completely debt free. He stated this was happening especially overseas in England and was a big proponent that started to gain some momentum in the states. He stated there were several moving pieces and the strategic planning process that the WIB went through was on a four-year cycle required by the Department of Labor and required by the State of Arizona and they updated the original plans on a two-year cycle. He stated that originally the plan was due July 24th, but the State moved it back for a variety of reasons, so it was currently due January 2025, and it would be a great time to start conversations. He stated that the WIB organized itself into nine different task forces, eight of which provided thought leadership, mission, vision, objectives, measurable key performance indicators (KPIs), on an annual basis for the next four years, which was the process they went through starting in September of the prior year. He added that teams continued to meet, some teams had community members outside the Board itself, but all teams had board members represented in those areas. He stated that they completed research, met with community experts, and presented their findings to the WIB in May and June on the mission vision, KPIs and objectives. He stated that the next step was to involve the Board of Supervisors to ensure alignment with the Pima County economic engine and others that existed within the footprint. He stated it was done by attendance or actual representation on the Board and they also had City of Tucson, Town of Sahuarita, the Chambers and Sun Corridor. He stated that slides provided showed the workforce sectors they focused on and they recommended no change to those. He stated that they overlaid how it aligned with the different entities that also pursued economic development, including Pima County. He reiterated the next step was to take that thought leadership, research, objectives and start to expand, enrich and formulate it as a written narrative to submit into the templates with the schedule that the current WIB Chair would manage and that they anticipated a September/October period, to allow for public commentary, revisions, and submission to the State.

Aric Meares, Chair, WIB, stated that he heard that Board members were not familiar with the WIB and that he had been a volunteer, a father, a husband and business leader in the town for 25 plus years, and that he was a consummate volunteer. He stated that WIB members were volunteers across the community that had chosen to be part of the overall economic development, which did not mean they were experts in all these fields, but they worked collaboratively with the Community and Workforce Development Department (CWD) and other community and economic development programs. He stated they needed to ensure they were collaborative to focus on what their roles and responsibilities were with governance, and it was important to have a partnership with the Board and the community. He stated they were a small piece of the nexus of economic development in the community, and \$7.4 million was not a lot of money, but could be placed where needed to lift people up from poverty into prosperity, which required them to drive through that mission and evaluate how they could do that as part of their overall governance.

Supervisor Scott stated that the expanded slide deck provided to the Board and attached to the item, listed nine areas for the strategic planning efforts including the names of the different members assigned to each area. He asked how those areas were determined by the members of WIB and whether it would be completely fleshed out by September.

Dr. Vitale explained that the specific content areas were designed as an alignment with the federal regulations that dictated what WIB was responsible for, including conversations among members in areas of interest and opportunity. He stated WIB members self-selected based on their own interests. He stated they completed a survey, which allowed them to pick their top three choices and then they were assigned one of those three based on their picks and what levels of expertise they might bring to that particular area. He stated that the next steps would be how to workshop, which would be Chair Meares' decision, either by a dedicated task force, or historically, they utilized their planning committee, to develop that in conjunction with resources from CWD staff who assisted and supported in that narrative.

Mr. Meares stated that the workforce task force program was preparatory for how they would get the WIB engaged and have a system in which they could review those particular areas, and they were receiving early voice around these task force teams to provide considerations. He clarified that the presentation the Board received was not a solidified presentation, rather it was a work content that led into the next two to three months' worth of work activities that would be done by the WIB, the planning committee, and following and supporting with CWD and other partners to place that into the framework.

Supervisor Scott stated that Administrator Leshner made reference to Director Sullivan's March 8, 2024, memorandum that laid out a timeline for the local plan development, and initially, the plan was to provide the County Administrator with the plan to review by June. He stated that it would then move into a local plan draft public comment solicitation in July. He requested an updated timeline and asked how the strategic planning task force and its work would be incorporated into the local plan.

Daniel Sullivan, Director, CWD, explained that the timeline had not been updated due to the delay from the State and other factors that pushed it back, but it would be provided to the Board. He stated that he would also provide additional details of the partnerships they would be working with to develop the plan. He stated they would work with the WIB, which was a very good representation of the community and would also be seeking input from others that did workforce development, existing customers and new partners like JobPath.

Supervisor Scott requested they also provide more details on some of the areas where the WIB supported the Board of Supervisors, as indicated in the memorandum, which included a list of other areas where they were supposed to support the Board, as he was not familiar with those supports.



Mr. Sullivan stated he would provide that information to the Board. He stated that it was collaborative and there was much that went into it, for example, the recertification of the One-Stop centers was done by volunteers, so it was a good opportunity to show all the work done by WIB. He thanked the former Chair and incoming Chair for their time and their volunteer work.

Chair Grijalva stated that she found it helpful to have presentations or meetings and that drafting memorandums was time consuming. She stated that if there was a lot of detail and nuance, a meeting or discussion would provide an opportunity for clarification and if it made more sense to provide a public presentation, which could be done as well.

Supervisor Scott stated that he would revise his request since Chair Grijalva made an excellent point that it gave the Board the opportunity to engage with staff in the moment.

Mr. Meares stated that WIB meetings were public meetings and as they continued to transition from Dr. Vitale's four years of great service, and as he moved in as Chair for the next two years, he invited the Board to attend if time permitted to get to know them. He stated they were working towards a more hybrid model because it had been virtual for a while and he found that in WIB meetings, the community partners, volunteers, and businesspeople before and after the meeting, were building relationships that were focused on how to make this community better. He stated that if the Board attended meetings, it may inspire the volunteers that their work was recognized.

Chair Grijalva commented that only two Supervisors could attend at the same time to avoid a quorum.

Supervisor Scott inquired how the work of the local plan for workforce development aligned with the revised Economic Development Strategic Plan.

Heath Vescovi-Chiordi, Director, Economic Development (ED), explained there were a couple of very specific important ways, one being, the strategic vision with the WIB, the industry alignment was perfectly aligned. He stated they worked to train those individuals to take the jobs they were attracting and expanding within the community. He stated that the other to take note of was the methodology that they employed as they went through the strategic planning process and was very similar, including the thematic elements, the partnership, the collaboration, workforce development as a central theme and was a direct component of the Economic Development Strategic Plan. He noted their direct connection to CWD in that they referred to one another and included each other on all of these different projects that they worked on so when they were attracting or expanding, CWD was his first call to ensure they had the workforce development capacity needs or the ability to pivot and create trainings for those individuals looking at this community and that overall, among the three entities, there was a perfect alignment, collaboration and communication that made them very effective.

Supervisor Scott commented that he was fine with Chair Grijalva's suggestion that presentations might be better than memoranda and that the Board needed more information on the work of the WIB, and this was an especially pivotal time to receive that additional information because it only happened every four years and it came on the heels of the revisions to the Economic Development Strategic Plan and he saw all of those things falling into place together. He stated that the Board also had a discussion about the Sun Corridor contract that was approved regarding the division of labor, between Sun Corridor and the ED, which was another matter that came to mind when discussing these global issues.

Dr. Vitale stated that once the WIB was through the strategic planning process in January, the engagement between the Board of Supervisors and WIB should continue because it would immediately roll into 2025 certification of the local areas, which was a tremendously extensive process where every tiny aspect of what went on in workforce development, both administratively and strategically, was reviewed, investigated and evaluated, and it continued to be a great opportunity to stay engaged and be aware of what was going on.

This item was for discussion only. No Board action was taken.

## **COUNTY ADMINISTRATOR**

### **12. 2025 Legislative Agenda**

RESOLUTION NO. 2024 - 34, of the Board of Supervisors, adopting a Pima County Legislative Program for 2025.

Jan Leshner, County Administrator, explained that the proposed Legislative Agenda was done every year so that each department could address any issues that would result from a mandated procedure that would not be beneficial to the public. She stated they focused on if the costs had been unjustifiably shifted to the County from the State, looked at mandated services which the State provided no or inadequate funding to the County and existing revenues and authorities from the State that departments believed might be at risk next year. She stated that within that, they looked at five issues that were developed around the legislative goals as followed: protect Pima County taxpayers, invest in the infrastructure, maintain or strengthened critical programs, fortify public safety, and support the County Supervisors Association (CSA). She stated that the Resolution summarized the potential legislative items in the five areas and she sought approval of the item from the Board.

Chair Grijalva noted that her office submitted seven additions to the Resolution. She stated there were four that were added to Item B. Invest in Pima County's Infrastructure. She stated that the four additions would be No. 4 Allow local jurisdictions to limit housing rent increases; No. 5 Allow local jurisdictions to adopt inclusionary zoning policies; No. 6 Provide funding to local jurisdictions for eviction-prevention programs; and No. 7 Significantly increase state funding for affordable housing projects. She stated that on Item C. Maximize or Strengthen Critical

Programs, it included the addition of No. 7 Restore state funding for all-day kindergarten classes, and under Item D. Fortify Public Safety, an addition of No. 3 Allow local jurisdictions to adopt requirements for firearms sales, and No. 5 Allow local jurisdictions to eliminate cash bail requirements.

Supervisor Lee stated that she had an addition for consideration, under Item D. to add the following, Involuntary commitment for substance abusers. Work with key stakeholders to provide a legal framework to require individuals who are unable or unwilling to seek treatment to receive treatment for their addiction with the goal of restoring the quality of life for those individuals and reduce the number of homelessness and crime activity.

Supervisor Christy asked if the Board was including amendments to the proposed Resolution submitted by the County Administrator and would then vote on the item. He requested clarification on the process.

Chair Grijalva stated that last year during consideration of the 2024 Legislative Agenda by the Board, when she suggested some amendments to the item there was resistance to the addition of her amendments because she had not submitted them in time to be considered at the deadline. She stated that was why she submitted her additions prior to the Board's consideration of the item at the dais. She stated that if the Board approved the Resolution with the proposed amendments, it would go forward to the CSA for their consideration.

Supervisor Christy inquired about the deadline for the CSA.

Ms. Leshar responded the deadline was the first week of August. She clarified that this was the last Board meeting before the material was due to the CSA.

Chair Grijalva asked where this item would go after approval by the Board.

Ms. Leshar responded that it would go to the CSA for inclusion in the Statewide Legislative Plan.

Chair Grijalva added that the CSA decided if it should be part of the Legislative Agenda which then became the State Agenda. She clarified that the Resolution would be ideas for consideration by the CSA.

Supervisor Christy inquired what would be considered by this Board at this time.

Chair Grijalva clarified that the Board would vote on what would be presented to the CSA in August. She added that it would be the Resolution as presented by the County Administrator, and it could include the additions suggested by her and Supervisor Lee.

Supervisor Christy asked if he could make his own additions without supporting the previously made additions.

Chair Grijalva stated that Supervisor Christy could propose his own additions. She clarified the reason she had submitted her amendments as an addition to the item was because of Supervisor Christy's resistance from the dais in 2023. She believed that Supervisor Christy had an issue with the amendments in 2023 because they had not been presented to the Board prior to their discussion at the dais. She stated that it was appropriate for the Board to include any amendments to the Resolution during discussion of the item at the dais.

Supervisor Christy stated that he was disappointed in the omission of affordable dwelling insurance in wildfire prone areas in the Resolution after the many conversations the Board had on that topic. He added that the Department of Insurance provided a presentation which allowed good dialogue between the residents who suffered from the lack of insurance. He stated that the Board was promised that their lobbyist would present it in the Legislative Agenda for submittal, but had not seen it in the Resolution.

Chair Grijalva clarified that the lobbyists could do their own advocacy work outside of what the Board presented to the CSA. She stated what was being voted on was just going to the CSA.

Ms. Leshner responded that the Board had already authorized their lobbyist to advocate for affordable dwelling insurance in wildfire prone areas. She added that to be very clear, she was happy to add an amendment to the Legislative Agenda regarding affordable dwelling insurance in wildfire prone areas.

Chair Grijalva explained that not all of the amendments would be adopted by the CSA, it was exclusively up to them for their final decision. She stated that the Resolution was just ideas for consideration by CSA.

Supervisor Christy asked if the Board approved the Resolution it would then be sent to the CSA and were not approving it in finality.

Chair Grijalva clarified that the Board would vote on the item to move it forward to the CSA. She added that the item did not directly tie to the advocacy of the County's lobbyists.

It was moved by Chair Grijalva and seconded by Supervisor Lee to adopt the Resolution, as amended, to include the proposed additions made by Chair Grijalva and Supervisor Lee and the addition of the affordable dwelling insurance in wildfire prone areas language by Supervisor Christy. No vote was taken at the time.

Supervisor Scott praised his Board colleagues for their amendments which allowed local governments to enact the legislature as they saw fit. He stated he was not sure how he would have voted if the items had come before the Board. He believed that the legislature had a history of limiting local government control and the amendments put forth by his colleagues reasserted the importance of local control. He hoped the legislature was respectful of that.

Upon the vote, the motion unanimously carried 5-0.

**13. Extreme Heat Mitigation and Response**

Discussion/Direction/Action: Response to and mitigation of extreme heat to ensure the health and safety of all Pima County residents, employees, contractors and vendors including the deployment of Administrative Procedure 3-35 for County Workforce Heat Safety, establishment of a 3-year Strategic Heat Plan, Heat Communications Efforts and draft Heat Safety Ordinance for County Contractors.

Jan Leshar, County Administrator, explained at a previous meeting the Board had discussed a communications plan that moved forward and also the administrative procedure to ensure that County employees were protected during this time of year. She stated that the request was to also return with an Ordinance, which a draft was provided to the Board. She added that it was her understanding that since it was an Ordinance, should the Board wish to take action to move forward with it, there would be a period of a 15-day public notice, at which time there would be final action by the Board, and it would not go into effect until 30 days following that. She clarified that any action of the Ordinance would not go into effect immediately.

Chair Grijalva asked for clarification if it was a 15-day notice, if approved to go out to the public and input and feedback might be provided, and it could come back to the Board at their second meeting in August and would not go into effect for 30 days following that, if the Board approved it.

Ms. Leshar concurred.

Francisco Garcia, MD, MPH, Deputy County Administrator and Chief Medical Officer, Health and Community Services, explained that this was the best effort of staff to come together on what a proposed Ordinance would look like that would create a contract clause that would be inserted into all new contracts on a go forward basis and it would apply to any County contractors. He stated that it stipulated under what circumstances the contractor was required to do if they did business with the County and if they had individuals working outdoors. He clarified it only applied to County contractors but not to anyone else, which was in concert and complimentary to all the activities that the County Administrator had previously described. He stated that it would mitigate the impacts of heat in the community and through awareness campaigns and development of communications collateral for use more broadly, as well as what they did internally to ensure they minded their own house and kept County employees safe. He added that the prior Monday, the federal agency in charge of regulation in this space, the Occupational Safety and Health Administration (OSHA), opened its 120-day comment period for a new set of guidelines that had to do specifically with heat workforce safety that he perused, but had not read them in minute detail. He stated that were guidelines that were substantial, robust, and much more than what was being incorporated into the current Ordinance. He stated that they would be prepared to digest them for the Board and to provide better insight and to know where those went in terms of the incorporation into the current regulatory scheme.

Chair Grijalva stated that if the Board were to move forward with the process, and vote on it after the 30-day time period, and something went into effect and then OSHA regulations were stronger than this language, historically, the Board was able to review the updated federal regulations to update the County document to reflect some of those stronger guidelines. She asked if that was something that could be done in this case.

Dr. Garcia stated that his understanding was that the OSHA standard would prevail and would be what the County would reference in the document.

Chair Grijalva stated that her office submitted an addition to the draft Ordinance, Item No. 2, "Outdoor environment" which currently read, "Outdoor environment means a location where work activities are conducted outside." She stated they added the following, "The term also includes locations where work activities are conducted inside, but the temperature is not managed by air conditioning or other devices that reduce heat exposure (examples include, but are not limited to, sheds, greenhouses, tents and vehicles)."

It was moved by Chair Grijalva and seconded by Supervisor Christy to approve the item with the addition of Item No. 2 as read into the record by Chair Grijalva. No vote was taken at the time.

Supervisor Christy referenced the County Administrator's Memorandum dated July 8, 2024 and asked which businesses were solicited for feedback on heat safety priorities.

Ms. Leshner noted that it was her understanding that discussions were had including with the Small Business Commission.

Dr. Garcia clarified that he did not have the extensive list available, but that it could be developed and provided to the Board.

Supervisor Christy stated that he spoke with the CEO of the Metro Chamber and was advised that the County did not reach out to the Chamber on this. He clarified that he would like to know which specific businesses were contacted for their input on this matter. He asked if the agency Southwest Center on Resilience for Climate Change and Health (SCORCH) was created before or after the acronym.

Dr. Garcia replied that SCORCH was the name that was identified by this organization and that it did not neatly fit the acronym.

Supervisor Christy asked how much was being spent on the 'Beat the Heat' campaign and where the money came from for the paid advertising.

Dr. Garcia responded that he did not have the exact dollar value, but the resources invested into the communications campaign were largely coming out of Health Department grants that were in the injury mitigation space.

Supervisor Christy stated that there was a Chevron Deference Supreme Court ruling and this item could apply because this was an administrative issue. He asked what would happen if the government money went away, if the County would institutionalize this as another department with full funding and staffing or if it had a time limit based on the funding.

Ms. Leshar responded that as discussed at other meetings, when there was funding specific to a program or a grant, those positions in the program would end when the funding ended.

Supervisor Christy referred to the memorandum and asked which employers the County would be educating regarding workplace safety, especially during high heat months.

Ms. Leshar responded that any employer could access the website and download information about heat or any of the documents, and resource businesses. She stated they would provide brochures, fliers, stickers, and things that individuals and businesses might wish to use within their organization and was available for any business to access.

Supervisor Christy stated that the memorandum indicated details that employers must solicit input from their staff and must develop communication protocols and implement workforce protocols for monitoring sites and that sounded like it was more than voluntary.

Ms. Leshar stated that in response to a question about what was possible, and what businesses could use, might be different than what could be considered as a specific Ordinance.

Supervisor Christy stated that the memorandum also indicated that the County could potentially expect more private sector mandates in heat related employee issues over and above its contractors.

Ms. Leshar clarified what was being considered with this item was a draft Ordinance that would cover businesses that chose to do business with Pima County in the future, not current contractors, and any of the information related to how a business communicated with their staff and personnel would impact those businesses that contracted with Pima County.

Supervisor Christy asked if this would include general private sector businesses with mandates or Ordinances for private sectors not doing business with Pima County.

Ms. Leshar clarified that she did not mandate an Ordinance, and believed that what the Board was considering to implement was not for all businesses, it would not impact the entire business community, rather it would govern businesses that were vendors of the County in the future.

Supervisor Christy asked what the next steps were after this was implemented with private contractors and internally with County employees.

Ms. Leshar responded that public education would continue. She stated that if Supervisor Christy was inquiring about enforcement, they were currently working out the details, but the only thing that existed was the administrative directives and procedures for employees and they would work with directors and supervisors throughout the County to ensure adherence.

Supervisor Christy inquired whether the County would proceed further into the private sector to implement these heat safety protocols and regulations.

Ms. Leshar responded no and that in accordance with the draft Ordinance that was being considered there was no plan to expand.

Chair Grijalva added that it would not expand with the current Board and configuration, and it was important to note that this was something that the current Board members were voting on and that the next Board could decide if this was not something they wanted to move forward with at all. She stated that if OSHA came back with other restrictions or implemented other safeguards, those were things that the Board would update into the Ordinance.

Supervisor Christy asked if this should wait until OSHA came out with its hearings, inputs and decisions before this was implemented.

Chair Grijalva responded no because sometimes things moved at a glacial pace and she would rather safeguard County employees, the community, and especially County contractors. She stated for clarification that this was for a contractor, from this point forward, and if there was an established contract, with a new job or another vendor, the Ordinance would apply.

Supervisor Christy stated that a contractor who wanted to do business with the County would know they had to comply with this, but those not doing business with the County and had no desire to do business with the County should not be impacted by this Ordinance.

Supervisor Scott asked whether the process underway with OSHA was internal to the agency or did they have to get congressional approval for what they were considering.

Dr. Garcia stated that Supervisor Scott was asking him to weigh into an area that was impacted by the Chevron decision and under the current regulatory framework, OSHA was empowered to do this. He stated that these new set of regulations had been in process for the last five years, so this was well within the current regulatory authority and process, and it would be implemented. He stated that if history was a determinant of how these would be implemented once the public comment period was completed, there were small revisions typically made to that because there had



already been commentary about these, and then they would go into effect immediately. He added that how this was impacted by the Chevron decision in particular would be speculation on his part.

Supervisor Scott stated that if their guidelines went into place, it would affect all employers, whereas the County Ordinance would only affect people who chose to contract with the County. He referred to the memorandum and asked what might cause OSHA's regulations to not be put into effect.

Dr. Garcia replied that this was an area of speculation, and at times OSHA and other federal agencies had elected to enforce a component of their standards and not others and so departments had some broad administrative discretion, in terms of that implementation. He stated that he would fully anticipate that this would be the law of the land in 120 days and that this would be communicated to all employers, not just County contractors across the nation in terms of those new standards and procedures.

Chair Grijalva restated that there was a motion to approve the item, as amended with the definition of the 'outdoor environment', the Ordinance would be brought back at the August 19, 2024 meeting and the Board would then vote on the Ordinance. She stated that if the Board moved forward, there would be 30-day window before anything went into effect, and if the draft Ordinance was approved today, then this would be the opportunity for the business community, individuals, and union representatives to reach out directly to provide input.

Supervisor Christy stated that the memorandum indicated that reach out had already happened.

Chair Grijalva stated that was only to a handful of individuals, but that the community at-large would have more opportunities to weigh in.

Upon the vote, the motion carried 4-1, Supervisor Christy voted "Nay."

## **COMMUNITY AND WORKFORCE DEVELOPMENT**

### **14. United States Department of Agriculture (USDA), Rural Development, Rural Housing Service, Section 533 Housing Preservation Grant FY 2024**

RESOLUTION NO. 2024 - 35, of the Board of Supervisors, for the pre-application for and, if awarded, acceptance of United States Department of Agriculture Section 533 Housing Preservation Grant Funds.

It was moved by Chair Grijalva and seconded by Supervisor Scott to adopt the Resolution. No vote was taken at the time.

Chair Grijalva requested a list of grants that the County had applied for and what was available regarding housing.

Upon the vote, the motion unanimously carried 5-0.

## **FINANCE AND RISK MANAGEMENT**

### **15. Monthly Financial Update**

Discussion/Direction/Action regarding a monthly financial update on the County's financial performance.

Jan Leshar, County Administrator, provided a slideshow presentation and stated that this was to close out the period for May and that the total revenues for the General Fund would exceed the budget by \$18 million, or about 2.51% that came in from an Arizona Long Term Care System (ALTCS) refund of \$6.6 million, interest income, which was about \$2.5 million more than budget and shared sales tax at \$5.45 million more than budget. She stated that operating expenditures were forecasted to be under budget by \$11.6 million or 1.7% and indicated that about eight departments anticipated to come in under budget, which was listed in the documents, but were mostly in vacancy savings, and a variety of changes within labor. She stated that there was a \$5.5 million improvement in the County's financial position compared to the forecast, and primary contributors to the improvements were the Sheriff's Department, Recorder's Office and Behavioral Health (BH). She reminded the Board that BH was the manager of the NaphCare contract and all costs and expenses within the jail health care, so lots of dollars could be saved there. She added that the audited financials would be available in December, but this provided a snapshot of where they believed it was headed to the end of the year. She stated that they believed they would have an additional fund balance of \$5.6 million not programmed into the budget when brought to the Board on March 5th. She stated that the Board approved about \$1.5 million, for affordable housing that came out of any additional savings realized for the year, and that meant there was a remainder of about \$4.1 million additional funds that were not programmed. She stated that their recommendation was that it be added to the Contingency Fund for the year to expand the \$673,000.00 that was included in the budget and add the additional \$4.1 million to the Contingency Fund for next year.

Chair Grijalva stated that was good news since they were expecting to be in the red an additional \$5.6 million.

Supervisor Christy stated that the County Administrator's Memorandum dated July 2, 2024, was titled Financial Forecast May 2024, but it was not really a forecast.

Ms. Leshar explained that they tried to forecast what the future would look like based on what the last statements were, and so when it was brought up in the past, they tried to indicate they would review past memorandums or the statements to show which departments they worked with to decrease costs and where they needed to go and their attempt had been to help the Board forecast what the next month in the upcoming budgets/statements would be, but if they needed to correct the titles of the memorandums she would review that.

Supervisor Scott commended the County Administrator's team and the Sheriff and his finance team on the significant improvements made in the Sheriff's Department budget with the bulleted items noted in the document and for their efforts and the work on the vacancy rate. He stated that it was significant because it had an impact on overtime. He stated that the pooled investment interest revenue was projected at \$4.5 million, but it would be \$7 million. He asked why that amount was so much higher and what did it tell them about the future.

Xavier Rendon, Division Manager, Finance and Risk Management, responded that they did not anticipate the interest rates staying this high for this long of a time period.

Supervisor Scott inquired about the ALTCS refund of \$6.6 million.

Ms. Leshar explained that ALTCS was part of the State legislative plan and the work of the State budget for allocations at the end of the budget year, and from the work of the County Supervisors Association working with the Governor's office and the Legislature at the end of the year as they began to review all of the dollars in the budgets for the year.

Supervisor Scott stated that a concern moving forward would be how to best address the line item for contract attorneys in Public Defense Services. He stated that it was budgeted for \$8 million and was forecasted at \$11.3 million. He asked what was in the works to address this, in this budget year and moving forward.

Steve Holmes, Deputy County Administrator, explained that the Office of Court Appointed Counsel (OCAC) had seen increases over the course of five years and were currently seeing the ramifications of that because in the past, they had been able to use vacancy savings to cover the overage. He stated that when they did not have enough attorneys, they would subcontract to external attorneys from Phoenix, and because those positions were vacant for so long, that particular dollar amount was able to cover it. He explained that due to the County's different plan with vacancy savings, there was a different shift in how it was being addressed and that Director Ben Mendola had been tracking those numbers much more frequently on a weekly basis. He stated that they had seen a significant number of decreases in the amount of contract attorneys they used, which was close to an approximately 30% decrease. He added that it would show in the next budget year because there was a six-month lag between charges when an attorney was contracted, and felony cases lasted roughly about six months. He stated the trends that were currently being seen suggested that the OCAC rate would decrease, but whether it would decrease to the 30% was a billing issue they needed to review. He added that they anticipated a decrease next year in that OCAC rate and were continuing to work with the Finance Department and submitted their weekly reports so they could continue to forecast some of those trends moving forward. He added that they would continue to try to retain their current attorneys and the more attorneys they maintained in-house and continued to hire, with some of the new practices and some of the new attorney rates were going to help with some of that in the future. He stated that along with working on other efficiencies there was some continued

checks and balances when using contract attorneys and felt good that the rates were decreasing with a caveat that it was contingent upon how many cases were being prosecuted and those numbers were going to shift yearly depending on what kind of stipulations were made at the Initial Appearance and then up to the trial date. He stated there had been a recent movement in December from the courts and the State level asking them to move much more quickly through trials, which has had an impact, and the implications would be seen into next year before the decreases in OCAC attorneys would be seen.

Chair Grijalva asked for confirmation whether the \$1.4 million for affordable housing was in addition to the \$5 million that the Board had approved and budgeted.

Mr. Holmes responded in the affirmative.

This item was for discussion only. No Board action was taken.

## **HUMAN RESOURCES**

### **16. Classification/Compensation**

The Human Resources Department requests approval to create the following new classification, associated costs will be borne by the user department from within its current budget:

**Class Code/ Class Title/ Grade Code (Range)/ EEO Code/ FLSA Code**  
6034/ Training and Education Specialist - Department/ 9 (\$47,393-\$66,350)/ 6/ NE\*  
\*NE = Not Exempt (paid overtime)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

## **REAL PROPERTY**

### **17. Abandonment by Vacation**

RESOLUTION NO. 2024 - 36, of the Board of Supervisors, for the vacation of a portion of Parkway Drive, a public roadway as Pima County Road Abandonment No. A-0081, within Section 21, T13S, R1E, G&SRM, Pima County, Arizona. (District 3)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to adopt the Resolution.

## **RECORDER**

### **18. Election Day Early Ballot Drop-Off Sites for the 2024 Primary Election**

RESOLUTION NO. 2024 - 37, of the Board of Supervisors, relating to Elections; approving election day early ballot drop-off sites for the 2024 Primary Election.

It was moved by Chair Grijalva and seconded by Supervisor Scott to adopt the Resolution. No vote was taken at the time.

Supervisor Christy questioned if the three drop-off sites listed on Exhibit B would be located inside of a facility or on the outside, if they would be continuously staffed and if the drop-off boxes were located outside, what would be the transfer protocol when ballots were brought inside. He requested that the responses to his questions be included in the agenda discussion regarding the election issues at the August 13th meeting.

Upon the vote, the motion unanimously carried 5-0.

## **CONTRACT AND AWARD**

### **Community and Workforce Development**

19. Job Path, Inc., Amendment No. 1, to provide for workforce development services and job training assistance, extend contract term to 6/30/25, amend contractual language and scope of services, General Fund, contract amount \$600,000.00 (CT-ECD-23-459)

It was moved by Chair Grijalva and seconded by Supervisor Scott to approve the item. No vote was taken at the time.

Supervisor Scott appreciated the joint letter from Mr. Sullivan, Director of Community and Workforce Development and Dr. Greif, CEO, JobPath, and commended them for the collaborative efforts that resulted from the letter and the work they would do together moving forward. He requested that County Administration provide updates to the Board on the three participant categories that were noted as the focus of the new contract and the benefits to the young people who were in those participant categories. He was intrigued by the support services policy to avoid duplication of services and requested updates on that, when available. He also requested that the Board be provided with information on the monthly meetings described in the joint letter and the topics that would be addressed, as the County Administrator felt there was sufficient information to provide to them.

Upon the vote, the motion unanimously carried 5-0.

## **County Attorney**

20. Southern AZ Children's Advocacy Center, Inc., Amendment No. 4, to provide for evidence collection services for children - evidentiary consultations, extend contract term to 6/30/25 and amend contractual language, no cost (CT-PCA-20-415)

It was moved by Chair Grijalva and seconded by Supervisor Scott to approve the item. No vote was taken at the time.

Chair Grijalva inquired if the item was a cost reimbursement. She stated that she had asked about this contract in August 2023 and November 2023 and asked if there was any legal issue if the contract moved to a quarterly amount. She noted that nonprofit organizations were difficult to staff in order to meet staffing requirements on different grants when the funding amount changed consistently. She requested additional information on the item.

Upon the vote, the motion unanimously carried 5-0.

## **Development Services**

21. City of South Tucson, to provide an intergovernmental agreement for street naming and addressing services, contract amount \$5,000.00 revenue/5 year term (CTN-DSD-24-484)

It was moved by Chair Grijalva and seconded by Supervisor Scott to approve the item. No vote was taken at the time.

Chair Grijalva inquired if the contract was not utilized by the City of South Tucson would they not be charged or would they pay either way. She did not believe they needed any roads renamed.

Carmine DeBonis, Jr., Deputy County Administrator, responded that the City of South Tucson would not be charged if they did not use the services. He added that it was part of Pima County's role as the regional addressing provider that provided addressing services to most of the local jurisdictions. He stated that there was a need for some cleanup of addressing records and the City of South Tucson requested the County's assistance.

Upon the vote, the motion unanimously carried 5-0.

## **Facilities Management**

22. Catholic Community Services of SO AZ, Inc, to provide a cooperative agreement for provision of humanitarian services, no cost (CTN-FM-24-149)

It was moved by Chair Grijalva and seconded by Supervisor Scott to approve the item. No vote was taken at the time.

Supervisor Christy stated that the County paid for repairs, maintenance, utilities, security, and fire safety systems and questioned why Catholic Community Services (CCS) had not paid rent for the facility.

Jan Leshar, County Administrator, responded that this was a service provided by the County and the County contracted with CCS to assist in the provision of that service, since 2019.

Francisco Garcia, MD, MPH, Deputy County Administrator and Chief Medical Officer, Health and Community Services, stated that the facility was owned and controlled as part of the court system, which was part of the reason for the requirement of a separate cooperative agreement for the facility.

Supervisor Christy questioned if CCS paid rent for the Drexel facility.

Dr. Garcia responded no. He stated that the Drexel facility was purchased with state resources specifically for humanitarian services and CCS was the operator of the facility.

Supervisor Christy questioned when CCS would find a permanent location for Casa Alitas.

Dr. Garcia responded that staff had never had that conversation with CCS. He added that the juvenile detention center was renovated and remodeled with the purpose of providing CCS services. He noted that the pods CCS used could not be used for adult detention needs due to regulations of the courts system. He clarified that the current use was the best use for the pods. He added when the County undertook the repurposing of the facility, it was done with FEMA dollars. He clarified that it was possible to have a different operator.

Supervisor Christy stated that CCS had reduced their scope of services for asylum seeking accommodations and they should look for another location that had not been subsidized by taxpayers. He inquired if it was time for staff to broach that discussion with them about finding another location.

Dr. Garcia stated that staff could have that discussion and clarified the reduced footprint was to limit their activities to that physical plant within the juvenile detention center.

Supervisor Christy stated that his point was if CCS was reducing their footprint in the facility, but the County still subsidized the facility, it was the time for the County to let them know they needed to find another location.

Dr. Garcia clarified that CCS had reduced their footprint specifically to the Juvenile Detention Center. He stated that previously it was the Drexel facility, hotels, and the juvenile detention center.

Chair Grijalva clarified that any changes would be at the direction of the Board.

Upon the vote, the motion carried 3-1, Supervisor Christy voted "Nay," and Supervisor Scott was not present for the vote.

### **Forensic Science Center**

23. Arizona Board of Regents for and on behalf of ASU's Center for Violence Prevention, Amendment No. 1, to provide for Violence Prevention and Community Safety and amend contractual language, no cost (CTN-FSC-21-96)

It was moved by Chair Grijalva, seconded by Supervisor Christy and carried by a 4-0 vote, Supervisor Scott was not present for the vote, to approve this item.

### **Health**

24. Arizona Board of Regents, The University of Arizona, to provide for Pima CARES Project, U.S. Department of Health and Human Services, Centers for Disease Control and Prevention Fund, contract amount \$266,632.00 (CT-HD-24-254)

It was moved by Chair Grijalva and seconded by Supervisor Christy to approve the item. No vote was taken at the time.

Supervisor Christy stated that the background material indicated the program involved individuals who were in the justice system and asked if this was a deflection program.

Francisco Garcia, MD, MPH, Deputy County Administrator and Chief Medical Officer, Health and Community Services, responded no. He stated it was a subcontract from a larger federal grant with a focus on individuals who were justice involved, which could involve a variety of issues.

Supervisor Christy commented that the item was to increase awareness and approaches to reduce the number of deaths from overdoses and provided training for medical providers. He reiterated Dr. Garcia's confirmation that it was not a deflection program.

Upon the vote, the motion carried 4-1, Supervisor Christy voted "Nay."

### **Office of Sustainability and Conservation**

25. Tucson Audubon Society, Amendment No. 2, to provide for soils and vegetation monitoring to support Pima County's Section 10 permit obligations, extend contract term to 6/30/25, amend contractual language and scope of services, General Fund, contract amount \$60,120.82 (CT-SUS-22-383)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.



## Procurement

### 26. Award

Award: Master Agreement No. MA-PO-24-223, Centrifuge-Systems, L.L.C., d.b.a. Centrisys (Headquarters: Kenosha, WI), to provide for Centrisys Centrifuge parts and service. This master agreement is for an initial term of one (1) year in the annual award amount of \$368,000.00 (including sales tax) and includes four (4) one-year renewal options. Funding Source: WW Ops Fund. Administering Department: Regional Wastewater Reclamation.

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### 27. Award

Award: Master Agreement No. MA-PO-24-232, RDO Construction Equipment, Co., d.b.a. RDO Equipment, Co. (Headquarters: Fargo, ND), to provide for John Deere wheel loaders. This master agreement is for an initial term of one (1) year in the annual award amount of \$560,000.00 (including sales tax) and includes four (4) one-year renewal options. Funding Source: Fleet Services Ops Fund. Administering Department: Fleet Services.

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### 28. Award

Award: Master Agreement No. MA-PO-24-229, Trajen Flight Support L.P., d.b.a. Atlantic Aviation Tucson (Headquarters: Tucson, AZ), to provide for aviation grade fuel. This master agreement is for an initial term of one (1) year in the annual award amount of \$550,000.00 (including sales tax) and includes four (4) one-year renewal options. Funding Source: General Fund. Administering Department: Sheriff's Department.

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### 29. Burgess & Niple, Inc., to provide for Pima County Safe Streets for All: Creating a Culture of Safety for our Community Project, U.S. Department of Transportation FHWA SS4A Grant Fund, contract amount \$1,380,959.77/2 year term (CT-TR-24-430) Administering Department: Transportation

It was moved by Chair Grijalva and seconded by Supervisor Scott to approve the item. No vote was taken at the time.

Supervisor Lee mentioned that out of 101 metropolitan cities, the City of Tucson (COT) was ranked as the third deadliest city for pedestrians. She stated that there was a draft from the joint COT/County Outdoor Lighting Committee that had been provided to a lighting expert the COT used in 2012 when lights were changed to LEDs. She stated that one of the recommendations from the expert was to compare the 2012 change to the 2024 assessment of existing lumen caps. She noted that the County was part of the Dark Skies Initiative and was very supportive of that, but Pima County had over 1 million residents and could not afford to have darker skies. She requested that the grantor look into her concerns with outdoor lighting.

Chair Grijalva inquired why this could not be provided in-house by County employees.

Carmine DeBonis, Jr., Deputy County Administrator, responded that this was a region wide effort in collaboration with other jurisdictions. He stated that it was intended to provide broad outreach and collect public input. He stated that data would be analyzed to produce specific ways to reduce fatalities on the roadway. He added that it was broader than the Pima County roadway network and was across all of the jurisdictions. He indicated that the consultant had experience with this type of effort throughout the nation and it would be more efficient to use the consultant.

Chair Grijalva asked if the entire contract amount was for the consultant.

Mr. DeBonis, Jr., responded that the amount was specific to the consultant contract.

Chair Grijalva commented that she wanted to lessen the County's dependence on outside agencies and increase the capacity in-house.

Upon the vote, the motion carried 4-1, Supervisor Christy voted "Nay."

30. Streetlight Data, Inc., to provide for traveler mobility data and analysis interface, 11044CC TR - Mobility Innovation and Technology Fund, contract amount \$350,000.00 (MA-PO-24-209) Administering Department: Transportation

It was moved by Chair Grijalva, seconded by Supervisor Scott and carried by a 4-1 vote, Supervisor Christy voted "Nay," to approve the item.

31. Mosaic Quarter Development, L.L.C., f.k.a. Knott Development, Inc., Amendment No. 3, to provide an Amended and Restated Master Development Partnership and Development Agreement for Kino South Sports and Entertainment Complex and amend contractual language, no cost (CT-PW-21-364) Administering Department: Project Design and Construction

Chair Grijalva commented that there were multiple items being considered regarding the Mosaic Quarter and that a presentation would be provided that would explain why there were multiple items.

Jan Lesher, County Administrator, stated there had been a variety of documents that came out and reminded the Board that when the initial agreement was approved in March, they indicated it would return with next steps and the financing for it.

Carmine DeBonis, Jr., Deputy County Administrator, explained that the next steps after the lease documents were approved was for financing to be put in place so the loan could be funded and construction permits issued in the construction of the project for Phase I to begin. He stated that staff worked with Mr. Knott and his team, along with the County's Finance Department, the County Attorney's Office, the County's financial advisor, and with outside legal counsel to review the documents being considered by the Board, as well as associated documents that would be signed upon closing of the loan. He explained there were amendments to the Master Ground Lease, the Phase I Lease, the Phase I Sublease and the Development Agreement, which had set forth the overarching relationship between the County and Mosaic Quarter Development. He stated that the Development Agreement had not been updated since the Board originally approved it in 2022 and were conforming changes that would move them through where financing could be closed, and construction could start. He referenced the County Administrator's Memorandum dated July 11, 2024, which summarized the key points that were updated in the documents, and that the leases themselves had a couple of key components. He added there was an additional 3.39 acres of land that was added into the Phase I area which included things that were necessary to address abandonment of easements and locating of the final improvements on the site, which conformed the approved plans with the lease documents and the overall result of that was that the annual lease payment had increased. He stated that it was previously \$565,000,500.00 and it increased to \$587,000,064.00 and the overall financing for the project had increased from \$411 million to \$425 million which included the breakdown of an additional \$6.3 million in Debt Service Reserve and an increase in the construction period interest of \$6.6 million, and additional financing charges of just over \$1 million. He stated that the documents on the lease side also included a clarification of what the final form of the agreement was that would manage the flow of all the documents. He explained that there were multiple leases and dollars came in and out of those leases and went to different uses, which included the operational expenses of the facility, debt service payment, property tax payment, rent payments, the split of the net cash flow between the County and Mosaic Quarter, which would take the form of a Cash Management Agreement with a bank institution that was previously referenced as a securitization trustee in the leases. He stated that in the Phase I lease there was also a contingent extension lease term that would allow for two additional ten-year time periods in the rare event that there was a default, or the lender foreclosed on the lien. He stated that it would allow for operations of the facility to continue for an additional period of time to allow for it to become cash solvent and the obligations of the leases from a financial standpoint to be met. He stated that it would include a series of updates to the exhibits and the schedules associated with the leases that would conform the structure of the leases with the final documents necessary for closing on the loan. He stated that also included was a requirement that the loan would close within 20 business days of the Board's action, or of the effective date of

the leases, which would be the date of approval by the Board. He added that the Development Agreement amendment updated the date for substantial completion and final completion for the anchor elements at Phase I, which would move them to May 31, 2025, for substantial completion and final completion to July 31, 2025. He stated that updates to the time frames for the starting of the committees that were associated with the project, most notably the Development Committee, which would not begin until development occurred and within 15 days of the effective date of these changes, that committee would be initiated as well as the Community Engagement Committee that would launch within 30 days of the effective date.

Supervisor Christy commented that it seemed like the horse was being put before the cart and that the Board was being asked to approve very intense details of financing that. He stated that his experience in dealing of any kind of property closures, or loan documents, or any kind of lease arrangements, those things were worked out before the whole plan was approved. He stated that the Board approved the whole plan, and it could have been assumed that what Mr. DeBonis, Jr. had outlined was already in the plan and approved and worked out at the original time of Board approval of the plan in March. He stated that five months later these amendments had come up and he was concerned if something was to happen with one of these items, but the plan was already approved and that it seemed like things were being done out of order. He questioned if they could have been approved or reviewed at the same time of the agreement. He reiterated his concern with a financing glitch after the fact, when the Board approved the program and asked what would happen with the whole program if the financing did not go through with these amendments.

It was moved by Chair Grijalva, seconded by Supervisor Christy and unanimously carried by a 5-0 vote, for discussion purposes.

Mr. DeBonis, Jr., replied that the leases presented to the Board in March contemplated that the financing would close following approval of the leases.

Supervisor Christy stated for clarification that in his former life as a car dealer if he told somebody that he would agree to lease them a car, but something went wrong with the financing, either due to the credit rating, the interest rate, or the payment, then why would they agree to leasing a car without checking those items first.

Mr. DeBonis, Jr., explained that the lease included a provision that if financing was not completed, the County had the right to terminate the leases and the concept for how the financing was structured had been known and agreed upon between the County and Knott Development, even prior to the Board's approval of the leases in March.

Supervisor Christy asked if the cost was \$1 billion.

Mr. DeBonis, Jr., clarified that \$425 million that would be financed for Phase I of the project, and they worked in tandem and were closely aligned. He reiterated the financing structure was known by the County, and the County had been working

directly with Mosaic Quarter Development and finalizing the revisions to the lease document and the financing documents that would enable the loan to be closed. He stated that they were confident, in having worked over the last several months that the financing would close within the time period that was included in the amended leases for the 20 business days. He stated that they were close with the finalization of the documents to be executed for the lease to close, and it was working as it was designed to work. He added that it might have come to question as Supervisor Christy had raised as to the sequencing of it, but they had done exactly as indicated upon presenting the leases to the Board in March and then moving to get to finalization and closing of financing so that construction could begin.

Supervisor Christy stated that his understanding was that one of the foundational elements of the whole program was that one of the anchors of the program was going to be the University of Arizona in its ice-plex and Hockey. He asked what the County charged the University of Arizona for naming rights and it being presented as theirs.

Frank Knott, Director, Mosaic Quarter Development, stated that the changes to the leases were the result of finishing the financing, which were ready to go. He stated that the analogy he would use in Supervisor Christy's example of a car lease was when they started to cut the deal with the dealer it went through the lease contract and there might be some changes in terms of finance and warranties and the contract was not complete pending some changes that might affect that contract and be additive to it before it was signed as was in this situation. He stated that when the leases were approved in March, there were some extra changes that came about that they realized were necessary to those documents as a result of finalizing the \$425 million in finance.

Supervisor Christy asked if the required changes had been discovered at that time.

Mr. Knott responded no and that as they went through a new structure, a complicated \$425 million financing, and reviewed other documents, they saw where some extra coverage might be needed in order to backstop the loan.

Supervisor Christy questioned if they had seen these issues prior to the original lease.

Mr. Knott responded no and that they saw everything that was apparent at the time, but as they went through this process things were discovered, or a request had been made for changes that accommodated a lender where you had to understand what it dealt with and how it impacted the existing documents and then make those changes and seek approval of them.

Supervisor Christy stated that theoretically, any one of those changes discovered during this process could have blown up the whole deal.

Mr. Knott stated he was not sure that it would have blown up the deal and asked for clarification if Supervisor Christy was referring to the County's liability on it.

Supervisor Christy concurred and whatever it would have taken for the project to move forward.

Mr. Knott stated that he did not believe it would have blown up the deal, but it would have made the financing a little more difficult. He added that as interest rates changed and the credit markets changed on a daily and a weekly basis, there would be changes to a document like this that needed to be made. He stated that the University of Arizona did not have naming rights to the ice-plex, nor any other building on site.

Supervisor Christy inquired if they had any financial input.

Mr. Knott explained that they were a tenant at the ice-plex, and it was through campus recreation and not through the University's budget. He stated that it was important to note that for the club teams, was not a part of NCAA Athletics. He stated that players paid dues that went towards the fees the University paid them which included ticket and merchandise revenue for which they had agreements in place with the University that came from their use of the site and out of their players pockets to promote their teams.

Supervisor Christy stated that the University of Arizona was currently not in the most prime financial condition, but that what Mr. Knott had indicated was that it was not coming from the university, rather it was a club type of situation that the club teams were participating financially in the usage of the facility.

Mr. Knott clarified that the contract itself was from the University through its Department of Campus Recreation and the funds used to pay their portion of the lease was not derived from appropriations from the State legislature, nor were they derived from tuition dollars coming in from students, rather they were derived from a mix of dues that the club team players paid, and also the revenues from sponsorships, jersey sales, merchandise sales, and ticket sales that Campus Recreation would generate from the use of the building.

Supervisor Christy inquired about the estimated revenue for the project.

Mr. Knott responded the base level revenue would be around \$750,000.00 a year.

Supervisor Christy commented that he was trying to look at this as positively as he could, but it was a lot of money and there was a lot on the line. He stated that there were issues with the whole location, the timing, the involvement of the County rather than the private sector. He stated that there had been talks about an economic recession, a stock market crash, or a worst-case scenario financially, if that were to happen. He stated that there was a lot of leading indicators that the County could very well go through something like that, and a lot of experts stated that there were some potential downturns in the economy that could be quite severe. He asked what taxpayers would be on the line for, in the worst-case scenario, if things went south.

Mr. Knott responded that Supervisor Christy's question was vital in terms of this analysis. He stated that on March 5th there was an analysis provided that was kind of a doomsday analysis of 40% of revenue disappearing overnight, and what that would do, given the reserves that they had built into the project, and when the County would start to have financial liability under the leases, and how much that liability would be. He stated that included within these amendments were additional safeguards financially that Mosaic Quarter Development would provide. He stated that after March 5th, they had a lot of interest from different groups in town, different contractual users that wanted to be on the site which caused them to reevaluate when they thought, with their facility management experts, that there could be a catastrophic event that occurred externally or internally to the project and they viewed that with their experts as being 3 to 4 years after opening the ice-plex. He stated that they questioned what would happen during that period and they would be going through Phase II and Phase III and so they voluntarily agreed to place an additional \$52 million of cash into the Debt Service Reserve that stood as an extra buffer to the County. He stated that the \$20 million in cash flow combined with \$42 million reserve already in place for Phase I and \$52 million more dollars, which came to about \$114 million of buffer that covered the debt service should revenue fall precipitously by 40%. He explained that it meant that in the March 5th example, it would protect the County for a period of 17 years, but still left the County with \$71 or \$72 million of potential liability. He stated that with these new reserves in place, that time period was extended to 22 years, and the financial exposure to the County was reduced to \$42 million. He stated that the analysis assumed that they sat and did nothing, wait it out with no changes to staffing, programming and not try to fix it. He stated that with an experienced Facilities Management team that ran ten different sites around the Country and offered 6 million visitors per year to their places, he found it hard to imagine that he, his staff or his Facility Management team would sit idly by while money was going out the door that they put up.

Supervisor Christy asked what the financial impact would be to any tenants that existed in the whole project.

Mr. Knott replied that in the example, the only impact would be if a tenant decided not to stay.

Supervisor Christy stated that the optics would not bode well if tenants vacated the whole thing.

Mr. Knott concurred and stated that was why they analyzed it as a 40% immediate drop in gross revenue on a certain day at the beginning of the year, and never recovering, because that would take care of that cycle, if one thing went bad, another tenant went down and it usually took some time, but they analyzed it from the lens of, if it went to blank in a hand basket in one day.

Supervisor Scott stated he had some questions specific to the financing based on the memo, but his biggest question was probably the one that would be of greatest interest to the public, which was that Phase I substantial and final completion dates

were being pushed forward two years from 2025 to 2027. He asked what the main reasons were they had to push the substantial and final completion forward almost two years.

Mr. DeBonis, Jr., explained that the steps taken to move from the Development Agreement, which first established what those completion dates were through the development of the leases were all created through the negotiations between Mosaic Quarter Development and the County, and the amount of time that went into preparing those documents, as well as the preliminary development work that took place. He stated that the facilities being talked about in Phase I, the ice-plex, the fieldhouse, the central utility plant, were through 100% design and through completion of County review for permit issuance, so there was a substantial amount of work that went into getting to that point by Mr. Knott and his team. He stated that the County then engaged the services of third-party consultants to help review the packages of refined information that were provided by Mr. Knott. He stated that when the leases came to the Board, there was a constructability and cost estimation review done and extensive review with the credit review rating agencies to arrive at a determination that the project as structured would not have a detrimental impact on the County credit rating. He stated that took a significant amount of time, much longer than what was envisioned in the establishment of those substantial completion dates in the Development Agreement, however the process worked and it was the massiveness of the detail that had gone into it, and the work with which both the County, its consultants and resources, as well as Mr. Knott and Mosaic Quarter Development had put into getting them to this point.

Mr. Knott concurred with the lengthy process they went through and all the diligence and the extra time taken by County staff. He provided an example that it was a 34-month construction schedule, and that had not changed since they started going through the construction plans with Development Services and when they finished these leases and financing, it would take 34 months to complete Phase I and then they would start reviewing those dates, and that would be the reason for those extensions out beyond the extra diligence that the County staff wanted to do on the project.

Supervisor Scott stated that there was really no difference in role in terms of what a Securitization Trustee would have accomplished versus what a Cash Management Agreement accomplished and questioned why they were changing from the former to the latter.

Mr. Knott explained that the reason for keeping the term but changing the meaning of the definition within it was from a securities law compliance aspect. He stated that their lender needed to change the internal structure of its own set up for this loan and it needed the extra definition without change. He added that if it was changed as a Cash Management Agent or a Trustee, it would have required 200 different changes to the documents, so to keep things efficient and simple they changed it to what made up the term Securitization Trustee to match with the securities compliance that it needed to fulfill.



Supervisor Scott referred to the County Administrators memorandum and questioned what some of the key activities were that needed to happen during that 20-day period in terms of complete execution of the documents and closing on financing.

Mr. Knott responded that the key things were that the final interest rate would be set, which would happen in the next two days and then start filling in blanks and with a lot of signings and there were 92 different documents that had to be executed and given by different parties, separate from the leases on his end. He stated that if you could imagine the closing on the purchase of a home, and at that title agent's office there was an endless stream of paper, imagine that being in four different jurisdictions around the Country as they dealt with Arizona, Washington D.C. and New York with a constant stream of different paper that had to be physically identified, signed, processed, and passed on to the next group. He stated that sounded like a lot of time, but those 20 business days were built in for emergencies and in terms of the loan being finished, of what it would look like and the amount, none of that changed and it was parliamentary.

Mr. DeBonis, Jr., stated that the County had been working with Mosaic Quarter Development and all of those County resources he mentioned to finalize any of the documents that required the County to sign on to. He added that was the provision within the recommendation to the Board, that the County Administrator be authorized to sign those documents. He stated they had been through extensive review on those things, and they were largely approved with just some finalization, cleanup and assembling of those documents that required execution by the County.

Supervisor Scott asked for some examples of necessary adjustments that might be necessary for Ms. Leshner or her designee to make during this time.

Mr. DeBonis, Jr., replied that the leases being considered were based on the need to finalize the interest rate and some of the final execution of the documents as Mr. Knott indicated, so if there was a term, or if there was a blank included in the exhibit sections of the document, then those current versions of the finalized documents would be inserted into the lease and it was an example of what that might include or look like.

Mr. Knott agreed and stated that the items that needed to be signed were things where the County had to sign internal easements being done between their different entities under the site where the County needed to sign temporarily, and it did not run with the land and was not a permanent action that would normally come before the Board. He stated that there were some blanks that needed to be filled in as soon as the interest rate was set, or whether closing, or exhibits needed to be slipped in. He stated that currently these were the only material changes that would need to be made to the lease documents that were being considered. He added that in his view, that did not include a language change, or a liability change that was in these documents and not something that would normally come under the Board's purview, rather slipping in information that was filling in the gaps that had to happen at the last second.

Supervisor Lee stated that she did not believe that a doomsday event would affect Mosaic Quarter, because as with 2008, it was a big drop in discretionary income and the bottom fell out and because discretionary income was less, people did not travel by plane, they stayed home. She stated that obviously parents were not going to give that up for anything, especially their children, and they would ensure that their kids had those opportunities in the soccer fields and the ice rinks.

Supervisor Christy stated that he heard several times that the interest rate had not been set and asked if this was correct.

Mr. Knott responded that was correct and that in any transaction like this, they were resetting the interest rate every day to get closer to 1 or 2 basis points difference between this day and when the loan and the final interest rate would be set.

Supervisor Christy stated that very often in any kind of transaction that involved an interest rate, it could make the whole project disappear should the interest rate not be acceptable. He asked if that was a possible scenario.

Mr. Knott responded that was not a scenario that could happen.

Supervisor Christy asked if whatever the interest rate was, would it be acceptable.

Mr. Knott stated that the interest rate was based off of the daily yields in the U.S. Treasury market, specifically geared off the 20-year Treasury, unless there was a major fluctuation of 10%, not 10% of what existed, rather ten points. He stated that he thought this was the scenario that Supervisor Christy asked about. He added that it was not a situation where they did not know the range of which using traders they worked with to ensure that they were within a realm when they were predicting, so there was no irresponsibility in terms of getting to this day and then down a week from then or two days from then, having a \$5 million difference a year in interest rate. He stated that was not a situation they would run into.

Supervisor Christy inquired about the predicted interest rate.

Mr. Knott stated that he believed it to be around 6.5%. He added that the point Supervisor Lee made was apropos for their site. He stated that with the financial crisis in 2008, disposable income was down, and people would stop traveling. He stated that one of the biggest misnomers about Mosaic Quarter was that it was a travel sports destination, but the assumption was that 80%, 90% of their revenue came from people coming into Tucson and 12% of their gross revenue was travel related. He added that the remainder of it was local, and of that local even on this day, in a good financial climate, and especially given the range of incomes in Tucson where they looked at an average price per use of \$16.00, they believed that even in a financial crisis, the site was sustainable for the community, which was their biggest priority and if travel sports went away, 12% of their revenue did not happen, he was fine with that because they had the reserves, and he predicted 60% losses for the doomsday.

Chair Grijalva stated that in the presentations and conversations she heard and having children involved in a lot of activities, families were going to do what they could to give opportunities to their children first and young people first. She stated that as long as they kept it at \$15.00 because that was reasonable, and it was something that they could do and for all of the youth sports and college sports. She stated that what they would try to do as a community was ensure that those who did not have the resources within their families were going to have opportunities to be able to participate and that was something she had asked about, because a lot of this was they did not want there to be this wonderful, top of the line facility that was not accessible to the people that lived in the area. She stated that it was great that the vast majority that would be counted on was local and would build up programs and they needed more opportunities for young people.

Mr. Knott clarified that the price was \$16.00 and was affordable to many people, but not affordable to just anyone and in the presentation given to the Board, Supervisor Heinz asked a question directly about this and was particularly interested in the Mosaic Foundation. He stated that while they were still on plan for a \$1.5 million grant budget for those less fortunate families in town so their children could participate, and serving over 8,000 children per year and increasing that, per year not capped and they would continue to do that so that they could address every opportunity gap that existed within the community.

It was moved by Chair Grijalva, seconded by Supervisor Scott and carried by a 4-1 vote, Supervisor Christy voted "Nay," to approve the County Administrator's recommendation to approve the leases and development agreement amendments related to closing of financing for the Mosaic Quarter project, and authorize the County Administrator or County Administrator's designee, to make any further necessary adjustments and effectuate documents necessary to fulfill the County's obligations and reaffirm designated reserve funds, and with approval of these amendments and closing of financing, permits could be issued and construction started.

### **Real Property**

32. MQD Phase I, L.L.C., Amendment No. 1, to provide an Amended and Restated Mosaic Quarter Master Ground Lease and amend contractual language, contract amount \$25,494,882.00 revenue (CTN-RPS-24-136)

(Clerk's Note: See Minute Item No. 31, for discussion and action on this item.)

33. MQD Phase I, L.L.C., Amendment No. 1, to provide an Amended and Restated Mosaic Quarter Phase I Lease Agreement and amend contractual language, General Fund, contract amount \$1,075,835,741.00 (CT-RPS-24-368)

(Clerk's Note: See Minute Item No. 31, for discussion and action on this item.)

34. MQD Phase I, L.L.C., Amendment No. 1, to provide an Amended and Restated Mosaic Quarter Phase I Sublease Agreement and amend contractual language, contract amount \$1,075,835,741.00 revenue (CTN-RPS-24-135)

(Clerk's Note: See Minute Item No. 31, for discussion and action on this item.)

35. Marana Unified School District, Amendment No. 2, to provide for a License Agreement, extend contract term to 6/30/29 and amend contractual language, contract amount \$270,000.00 revenue (CTN-PR-14-196)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### **Regional Wastewater Reclamation**

36. Sonoran Institute, Amendment No. 2, to provide for Living River Project Activities - Santa Cruz River, extend contract term to 10/31/24, amend contractual language and scope of services, RWRD Enterprise Fund, contract amount \$46,210.00 (CT-WW-22-202)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### **Sheriff**

37. Town of Oro Valley, to provide for Motorola Flex Spillman "Shared Agency" intergovernmental user agreement, contract amount \$75,000.00 revenue/5 year term (CTN-SD-24-213)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

38. Sheriff's Auxiliary Volunteers, to provide for property loss protection - Tucson SAV vehicles, Risk Management - Self Insured Trust Fund, contract amount \$200,000.00/\$6,000.00 estimated revenue (CT-SD-24-487)

It was moved by Chair Grijalva, seconded by Supervisor Christy and unanimously carried by a 5-0 vote, to approve the item.

39. Sheriff's Auxiliary Volunteers Green Valley District, to provide for property loss protection - Green Valley SAV vehicles, Risk Management - Self Insured Trust Fund, contract amount \$200,000.00/\$6,000.00 estimated revenue (CT-SD-24-486)

It was moved by Chair Grijalva, seconded by Supervisor Christy and unanimously carried by a 5-0 vote, to approve the item.

## **GRANT APPLICATION/ACCEPTANCE**

### **40. Acceptance - Community and Workforce Development**

Arizona Department of Economic Security, Amendment No. 10, to provide for the Community Action Services Program, amend grant language and scope of work, \$2,863,533.73 (GTAM 24-94)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### **41. Acceptance - County Attorney**

US Department of Justice and Arizona Criminal Justice Commission, to provide for the Arizona State Crisis Intervention Program Grant, \$352,429.00/2 year term (GTAW 24-164)

It was moved by Chair Grijalva, seconded by Supervisor Scott and carried by a 4-1 vote, Supervisor Christy voted "Nay," to approve the item.

### **42. Acceptance - County Attorney**

State of Arizona Department of Public Safety, to provide for the AZ-DPS Border Drug Interdiction, \$138,285.00 (GTAW 24-123)

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

### **43. Acceptance – Health**

Arizona Family Health Partnership, d.b.a. Affirm Sexual and Reproductive Health, to provide for reproductive health services, \$531,250.00/\$53,125.00 Patient Fees, Third-Party Payers, In-Kind, and Health Special Revenue Fund Match (GTAW 24-153)

It was moved by Chair Grijalva, seconded by Supervisor Scott and carried by a 4-1 vote, Supervisor Christy voted "Nay," to approve the item.

### **44. Acceptance – Health**

Resolve to Save Lives, Inc., to provide for 7-1-7 Alliance Project to use laboratory data to improve timeliness of detection, notification, and early response to disease outbreaks, \$74,963.90 (GTAW 24-166)

It was moved by Chair Grijalva, seconded by Supervisor Scott and carried by a 4-1 vote, Supervisor Christy voted "Nay," to approve the item.

## **FRANCHISE/LICENSE/PERMIT**

### **45. Hearing - Liquor License**

Job No. 286503, Zujeith Karina Robles, Super Mercado Y Carniceria El Semental, 6020 N. Oracle Road, Tucson, Series 12, Restaurant, New License.

The Chair inquired whether anyone wished to address the Board. No one appeared. It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to close the public hearing, approve the license and forward the recommendation to the Arizona Department of Liquor Licenses and Control.

## **FORENSIC SCIENCE CENTER**

### **46. Hearing - Revised Fee Ordinance**

ORDINANCE NO. 2024 - 9, of the Board of Supervisors, relating to the Pima County Office of the Medical Examiner; amending fees for services.

The Chair inquired whether anyone wished to address the Board. No one appeared. It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to close the public hearing and adopt the Ordinance.

## **PROCLAMATION**

### **47. Proclaiming Saturday, August 10, 2024 to be: "ALFREDO 'DR. V' VALENZUELA DAY"**

It was moved by Chair Grijalva, seconded by Supervisor Scott and unanimously carried by a 5-0 vote, to approve the item.

## **BOARD OF SUPERVISORS**

### **48. Catholic Community Services (CCS) Contract - Procurement Concern**

Discussion/Direction/Action regarding an update from the County Administrator addressing the issues outlined in her memorandum to the Board of Supervisors dated May 17, 2024, including but not limited to the following:

"As matters such as this must be reported to our federal funder, and out of an abundance of caution and for full transparency, I am alerting you to this incident and assure you we are taking the matter seriously. As such, I have asked for the following:

- Grants Management & Innovation to review with CCS all of its vendor contracts to ensure full compliance with SSP reimbursement requirements;

- Ask the County Attorney's Civil Division to review the matter for implications to the overall CCS contract and any possible repercussions with the federal government." (District 4)

Supervisor Christy referred to the County Administrator's Memorandum dated May 17, 2024, which indicated that this was going to be a serious review of these situations within the CCS contract, and he hoped that an update could be provided with the management, and the findings with the contract for the laundry service and any other irregularities found.

Jan Leshar, County Administrator, explained that there were no other irregularities other than this one contract. She stated that the CCS Chief Financial Officer contacted the County and self-reported that there was an issue relating to a conflict of interest and a Procurement process with a vendor. She stated that individuals from CCS working with that contract were no longer with CCS and it caused the County to self-report those concerns to the federal government. She stated that they reviewed every other contract that CCS had and at this point had not seen any other irregularities other than this one. She added that the first day they became aware of this on May 17th, was when the Board was notified, and they also convened with Chief Civil Attorney Brown and individuals from the Pima County Attorney's Office (PCAO) to review all of the documents and determine whether there was any potential for any civil or criminal action that might need to come forward on the part of the PCAO. She stated the review was completed and there was no indication that there was either civil or criminal penalties that they might pursue at the current time.

Supervisor Christy asked for clarification on whether there were terminations of individuals as a result of the issue.

Ms. Leshar clarified that there was a termination and a resignation.

Supervisor Christy inquired if there were other terminations or resignations besides the two individuals.

Ms. Leshar responded that she was unaware of any other terminations or resignations.

Supervisor Christy asked for insight as to the significant turnover of management of CCS related to the contract and what were the findings.

Ms. Leshar responded that the two individuals were no longer with CCS that were a direct result of this contract. She stated that Elena Dwyer, the individual who ran CCS, was new and had been with them for about a year. She stated that many knew Peg Harmon, who previously had that position for a long time, and that Ms. Dwyer replaced her, but she reported to a Board and to Bishop Weisenburger of the Diocese of Tucson.

Supervisor Christy requested that a written synopsis of the findings be provided to the Board.

Ms. Leshar responded that information would be provided to the Board.

Chair Grijalva stated that CCS had shown the people of the nation that they were one community that did not turn their back on people in need and that she was grateful for their work in providing aid, shelter and compassion to asylum seekers that came through Pima County. She stated that their work had made it so asylum seekers could pass safely to their sponsors across the U.S. and so the community had also been safe. She stated that they were instrumental in avoiding street releases which would have created stress on the local community, as well as for asylum seekers. She stated that the management of a program like this with so many moving parts was difficult, and CCS had worked well with Pima County in ensuring a smooth process as possible. She stated that Administrator Leshar and County experts met with CCS leaders and believed that they took the appropriate corrective actions on this procurement issue and CCS had also taken disciplinary action to those involved. She stated that she appreciated the abundance of caution when it dealt with the situation by the Pima County Administrator and resolving this issue and believed that the appropriate steps were taken. She appreciated that Administrator Leshar provided this information to the Board.

This item was for discussion only. No Board action was taken.

## **COUNTY ADMINISTRATOR**

### **49. Constable, Justice Precinct 4**

Discussion/Direction/Action regarding whether to proceed with the appointment to fill the vacancy of the position of Constable, Justice Precinct 4.

The County Administrator recommends the Board appoint Tracy Ethridge-Nielsen to fill the vacancy at the August 13, 2024 Board of Supervisors Meeting.

Chair Grijalva asked if a background check had been completed on Ms. Ethridge-Nielsen, which had been previously outlined regarding these types of appointments by the Board.

Jan Leshar, County Administrator, clarified that there had not been a background check completed on Ms. Ethridge-Nielsen. She added that the individual had provided all the necessary paperwork to be a candidate for this position on the upcoming election ballot. She stated that they would proceed with the process for a background check either following a tentative approval by the Board or if the Board brought the item back on August 13, 2024.

Chair Grijalva appreciated that Ms. Ethridge-Nielsen was the only individual that was able to put in all the required paperwork to be a candidate on the upcoming ballot. She stated that she would like to have Ms. Ethridge-Nielsen participate in the



upcoming Constable trainings, but it was important that before the Board appointed someone to this type of vacancy that the interested individuals had gone through a process, which included a background check. She recommended that the Board appoint Tracy Etheridge-Nelson to fill the vacancy at the August 13, 2024, Board of Supervisors' meeting and that the background check be completed before then. She stated that there would not be any action taken on this item, but directed that it be brought back to the August 13, 2024 meeting.

## **BOARD, COMMISSION AND/OR COMMITTEE**

### **50. State Board of Equalization**

Appointment of George Garcia. Term expiration: 12/31/24. (District 1)

It was moved by Supervisor Scott, seconded by Chair Grijalva and unanimously carried by a 5-0 vote, to approve the item.

### **51. CONSENT CALENDAR**

#### **Approval of the Consent Calendar**

It was moved by Chair Grijalva, seconded by Supervisor Christy and carried by a 4-0 vote, Supervisor Scott was not present for the vote, to approve the Consent Calendar in its entirety.

\* \* \*

## **SPECIAL EVENT LIQUOR LICENSE/TEMPORARY EXTENSION OF PREMISES/ PATIO PERMIT/WINE FAIR/WINE FESTIVAL/JOINT PREMISES PERMIT APPROVED PURSUANT TO RESOLUTION NO. 2019-68**

### **1. Special Event**

- Concha Maria Montes, W.A.L.D., Inc., Ajo Plaza, 15 W. Plaza Street, Ajo, July 4, 2024.
- Francisco Javier Lopez, Our Lady of Fatima Catholic Parish, 1950 W. Irvington Place, Tucson, September 20 and 21, 2024.

## **SUPERIOR COURT**

### **2. Judge Pro Tempore Appointment**

Appointment of Judge Pro Tempore of the Superior Court of Pima County for the period of July 1, 2024 through June 30, 2025: Coleen Renee Thoene

**TREASURER**

3. **Request to Waive Interest**

Pursuant to A.R.S. §42-18053, staff requests approval of the Submission of Request to Waive Interest Due to Mortgage Satisfaction in the amount of \$1,060.26.

**RATIFY AND/OR APPROVE**

4. Minutes: May 7, 2024

\* \* \*

**ADJOURNMENT**

52. As there was no further business to come before the Board, the meeting was adjourned at 12:58 p.m.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
CLERK