

DEREK RAPIER
County Administrator
(928) 865-2072

FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS
P.O. BOX 908
253 5TH STREET
CLIFTON, AZ 85533

DAVID GOMEZ
District 1

RON CAMPBELL
District 2

RICHARD LUNT
District 3

MEETING NOTICE and AGENDA
Pursuant to Arizona Revised Statutes §38-431, et. seq.
and amendments thereto, the
GREENLEE COUNTY BOARD OF SUPERVISORS
also sitting as Board of Directors for
GREENLEE COUNTY PUBLIC HEALTH SERVICES DISTRICT
and
GREENLEE COUNTY FLOOD CONTROL DISTRICT
hereby gives notice that a
Regular Meeting
will be held on **Tuesday, May 18, 2021 – 8:00 a.m.**

**Zoom Video Conferencing. To join the meeting enter the following URL into your browser:
Join Zoom Meeting**

<https://us02web.zoom.us/j/89011770564?pwd=UzM4OUxsbHlKYXFVNkVHYk8xWm9YUT09>

**Meeting ID: 890 1177 0564
Passcode: 655692**

**Board of Supervisors Meeting Room, 2nd floor Courthouse Annex, 253 5th Street,
Clifton, Arizona**

AGENDA

- 1.) Call to Order
 - A. Pledge of Allegiance
 - B. Call to the Public

- 2.) PUBLIC HEALTH SERVICES DISTRICT – the Board of Supervisors will convene as the Board of Directors of the Greenlee County Public Health Services District and will reconvene as the Board of Supervisors following consideration of these items:
 - A. Consent Agenda
 1. Clerk of the Board: Consideration of approval of Public Health Services District expense warrants in excess of \$1,000.00

- 3.) David Manuz, Public Works Roads-Manager
 - A. Discussion/Action regarding permission to award emulsions oil bid to for the 2021 Greenlee County Chip Seal project
 - B. Discussion/Action regarding permission to award the 3/8" fractured chips bid for 2021 Greenlee County Chip Seal project
 - C. Discussion/Action regarding permission to purchase Bucking Chutes, Rough Stock Stripping Chute and a Roping Chute for the Greenlee County Fairground Arena Improvements
- 4.) Derek Rapier, County Administrator
 - A. Discussion/Action for approval to award the bid to National Demographics Corporation Federal Compliance Consulting, LLC as Greenlee County's redistricting consultant.
- 5.) Derek Rapier, County Administrator
 - A. Discussion/Action regarding implementation of Greenlee County Fire Restrictions – Resolution 21-05-01 regulating open burning in unincorporated areas of Greenlee County during declarations of fire emergency.
- 6.) Derek Rapier, County Administrator
 - A. County and State budget and legislative issues
 - B. Calendar and Events
- 7.) Consent Agenda
 - A. Clerk of the Board: Consideration of approval of minutes to previous meetings: 5/4/2021
 - B. Clerk of the Board: Consideration of approval of expense warrants in excess of \$1,000.00 – Voucher 4036
 - C. Chief Finance Officer: Consideration of approval of General Fund loans in the amount of \$3,758.43 to be reimbursed upon receipt of funds: Fund 159 - \$189.95; Fund 167 - \$3,568.48
 - D. Clerk of the Board: Consideration of approval of the Intergovernmental agreement by and between Pinal County, Greenlee County and the Superior Courts of the State of Arizona and for the Counties of Greenlee and Pinal for Juvenile Detention
 - E. County Sheriff: Consideration of approval of employee transaction form: S. Olson, Jail Cook
- 8.) Supervisors Reports

Supervisor Richard Lunt
 - A. Legislative Policy Committee (LPC) meeting
- 9.) Budget Work Session

10.) Adjournment

All agenda items are for discussion and/or action as deemed necessary. The Board reserves the right to consider any matter out of order. The Board may retire into Executive Session for any of the purposes that are allowed by law, including but not limited to legal advice and/or personnel matters; as authorized by A.R.S. §38-431.et.seq. Persons with a disability may request accommodation for special assistance by contacting Bianca Figueroa at 928-865-2072 (TDD 928-865-2632). Requests should be made as soon as possible to allow time for arrangement of the accommodation.

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: May 18, 2021 REQUESTED BY: David Manuz
 DEPARTMENT: Public Works Roads TELEPHONE #: 928-687-2004

1. Insert brief description of proposal and requested Board action:
 Requesting Permission to award the Emulsions oil bid to Western Emulsions for the 2021 Greenlee County Chip Seal Project.

2. Continued from meeting of: February 16, 2021
Discussed in meeting of: _____

3. Publication requirements:
 Does this require publication in the official county newspaper? Yes No
 This department to cause publication Clerk of the Board to cause publication

4. Financial Impact: Project Code #: _____
 Expenditure: Is this a budgeted expense? Yes No
 Fund 220 \$ _____ Actual Not to exceed
 Fund _____ \$ _____ Actual Not to exceed
 If not budgeted, how will this expense be funded? _____

Grants/Contracts:
 Federal State Other _____
 CFDA # (Federal grants only) _____ State # _____
 Fund _____ \$ _____
 Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
 Date of County Attorney approval: _____

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

2021 Asphalt Emulsion Bids

Western Emulsions

Chip Seal Oil CRS-2P: \$433.00 /ton
Fog Coat: \$234.00 /ton
Hourly spread rate: \$250.00 /hour

Product delivery & spreading Total: \$149,678.21

Note: Scrub Seal Franklyn Road

Oil PASS-CR HH: \$631.00 Ton \$10,222.08 Savings

Hawker & Evans Asphalt

Chip Seal Oil CRS-2P: \$468.00 a ton
Fog Coat: \$228.00 a ton
Hourly spread rate: \$280.00 /hour

Product delivery & Spreading Total: \$156,709.61

For the 2021 Chip Seal/Fog Coat Emulsion oil bid I recommend Western Emulsions for the amount of: **\$149,678.21**

2021 3/8" Fractured Chip Bids

Tri County Materials

Product Delivery 1,828 Tons: **TOTAL \$38,972.96**

CKC Construction

Product Delivery 1,828 Tons: **TOTAL \$48,716.20**

For the 3/8" fractured chips, I recommend Tri County Materials Inc. for the amount of: **\$38,972.96**

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: May 18, 2021 REQUESTED BY: David Manuz
 DEPARTMENT: Public Works Roads TELEPHONE #: 928-687-2004

1. Insert brief description of proposal and requested Board action:
 Requesting Permission to award Tri County Materials for the 3/8" Fractured Chips bid. (2021 Greenlee County Chip Seal Project).

2. Continued from meeting of: February 16, 2021
Discussed in meeting of: _____

3. Publication requirements:
 Does this require publication in the official county newspaper? Yes No
 This department to cause publication Clerk of the Board to cause publication

4. Financial Impact: Project Code #: _____
 Expenditure: Is this a budgeted expense? Yes No
 Fund 220 \$ _____ Actual Not to exceed
 Fund _____ \$ _____ Actual Not to exceed
 If not budgeted, how will this expense be funded? _____

Grants/Contracts:
 Federal State Other _____
 CFDA # (Federal grants only) _____ State # _____
 Fund _____ \$ _____
 Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
 Date of County Attorney approval: _____

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

2021 Asphalt Emulsion Bids

Western Emulsions

Chip Seal Oil CRS-2P:	\$433.00 /ton
Fog Coat:	\$234.00 /ton
Hourly spread rate:	\$250.00 /hour

Product delivery & spreading Total: **\$149,678.21**

Note: Scrub Seal Franklyn Road

Oil PASS-CR HH: \$631.00 Ton \$10,222.08 Savings

Hawker & Evans Asphalt

Chip Seal Oil CRS-2P:	\$468.00 a ton
Fog Coat:	\$228.00 a ton
Hourly spread rate:	\$280.00 /hour

Product delivery & Spreading Total: **\$156,709.61**

For the 2021 Chip Seal/Fog Coat Emulsion oil bid I recommend Western Emulsions for the amount of: **\$149,678.21**

2021 3/8" Fractured Chip Bids

Tri County Materials

Product Delivery 1,828 Tons: **TOTAL** **\$38,972.96**

CKC Construction

Product Delivery 1,828 Tons: **TOTAL** **\$48,716.20**

For the 3/8" fractured chips, I recommend Tri County Materials Inc. for the amount of: **\$38,972.96**

**GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM**



MEETING DATE: May 18, 2021 REQUESTED BY: David Manuz
 DEPARTMENT: Public Works Roads TELEPHONE #: 928-687-2004

1. Insert brief description of proposal and requested Board action:
 Requesting Permission to purchase Bucking Chutes, Rough Stock Stripping Chute and a Roping Chute for the Greenlee County Fairground Arena Improvements.

2. Continued from meeting of: _____
Discussed in meeting of: _____

3. Publication requirements:
 Does this require publication in the official county newspaper? Yes No
 This department to cause publication Clerk of the Board to cause publication

4. Financial Impact: Project Code #: _____
 Expenditure: Is this a budgeted expense? Yes No
 Fund _____ \$ _____ Actual Not to exceed
 Fund _____ \$ _____ Actual Not to exceed
 If not budgeted, how will this expense be funded? _____

Grants/Contracts:
 Federal State Other 2020 Savings from the County Fair and other Fair Savings
 CFDA # (Federal grants only) _____ State # _____
 Fund _____ \$ _____
 Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?
 Yes No
 Date of County Attorney approval: _____

6. Board of Supervisors action taken:
 Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

2021 Greenlee County Fairgrounds Arena Improvements

NRS National Ropers Supply

Bucking Chute Set of 2-Left Hand P-BC2LR	\$14,389.51	
Bucking Chute Set of 2-Right Hand P-BC2LR	\$14,389.51	
Manual Roping Chute P-RC98MBE	\$2,392.00	
Bucking Chutes Platform/Stairs	\$815.64	
Bucking Chute Stair Hand Rail	\$223.20	
2 - Rough Stock Stripping Chute/Ally Gates	\$1,786.98	
2 - 8' Rough Stock Sheets	\$756.40	
Shipping	<u>\$2,300.00</u>	Total \$37,053.24

The Wahberg Texas Corp. FarmRanchStore.com

Bucking Chute Set of 2-Left Hand P-BC2LR	\$16,318.00	
Bucking Chute Set of 2-Right Hand P-BC2LR	\$16,318.00	
Manual Roping Chute P-RC98MBE	\$2,520.00	
Shipping	<u>\$2,250.00</u>	Total \$37,406.00

Maid Rite Feeds

Bucking Chute Set of 2-Left Hand	\$15,609.48	
Bucking Chute Set of 2-Right Hand	\$15,609.48	
Rough Stock Stripping Chute	\$8,658.74	
Manual Roping Chute	\$3,280.27	
Shipping	<u>\$</u>	Total \$43,157.97

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: May 18, 2021
DEPARTMENT: BOS

REQUESTED BY: Derek Rapier
TELEPHONE #: _____

1. Insert brief description of proposal and requested Board action:

Discussion/Action for approval to award the bid to National Demographics Corporation Federal Compliance Consulting, LLC as Greenlee County's redistricting consultant

2. Continued from meeting of: _____
Discussed in meeting of: _____

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: _____

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

**Greenlee County
Vendor Employment Record Verification Form and
Employee Verification Worksheet**
Complete and return within 30 days of receipt or as specified in cover letter to:

Greenlee County Board of Supervisors Office
P.O. Box 908
Clifton, Arizona 85533

A.R.S. §41-4401 requires as a condition of your contract verification of compliance by the vendor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the vendor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein. Failure to complete and submit this form and attached worksheet on or before the request date to the above cited address and/or the falsification of any information provided herein shall be considered a material breach of the contract.

Greenlee County RFP# <u>RD 2021-001</u>		
Vendor Name (as listed in the contract): <u>National Demographics, Inc</u>		
Street Name and Number: <u>1520 N Pacific Ave</u>		
City: <u>Gledale</u>	State: <u>CA</u>	Zip Code: <u>91202</u>

I hereby attest that:

1. The vendor complies with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of their employees; and
3. The vendor has identified all vendor and subcontractors employees who perform work under the contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214.

Signature of Vendor (Employer) or Authorized Designee: 	
Printed Name: <u>Douglas Johnson</u>	
Title: <u>President</u>	
Date: (month/day/year) <u>4-13-2021</u>	

State of Arizona, Verification Random Review Form: October 2008.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

National Demographics Inc

Date 4-13-2021

By Douglas Johnson, President
Name and Title of Authorized Representative


Signature of Authorized Representative

SBA Form 1623 (10-88)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The prospective primary participant may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

PRICE PROPOSAL

- 1. Provide pricing proposal for all services described in RFP.
- 2. Identify expected travel expenses.
- 3. Identify/Itemize any other additional costs.

*See proposal
text for
details.*

ELIGIBILITY FOR COOPERATIVE PURCHASING

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency entered into a cooperative purchasing agreement with Graham County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

YES – Eligible for cooperative purchasing

NO – Not eligible for cooperative purchasing

PROPOSAL CHECKLIST

NOTICE IS HEREBY GIVEN that all proposal documents shall be completed and/or executed and submitted with the proposal. If Vendor fails to complete and/or execute any portion of the proposal documents, this proposal may be determined to be "nonresponsive" and rejected.

REQUIRED DOCUMENTS

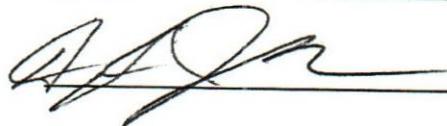
COMPLETED/EXECUTED

Original and six (6) copies - (7) Total	✓
Copy of RFP included in proposal submittal	✓
Employment Record Verification Form and Employee Verification Worksheet (P. 11 & 12)	✓
Certification Regarding Debarment, Suspension And Other Responsibility Matters (P. 21 - 23)	✓
Price Proposal (P. 24)	✓
Proposal Checklist (P. 25)	✓
W-9	✓
Offer Form (P. 26)	✓
Attachment A – Vendor References (P. 27)	✓

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT:

	#1	#2	#3	#4	#5
Initials/ Date	_____	_____	_____	_____	_____

Signed and dated this 13th day of April, 2021

 Authorized Signatory for Firm President Title.

OFFER FORM

TO GRAHAM COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

For clarification of this offer, contact:

National Demographics, Inc
Company Name

Name: Douglas Johnson

1520 N Pacific Ave
Address

Phone: 310-200-2058

Glendale, CA 91202
City State Zip

Fax: 818-254-1221


Signature of Person Authorized to Sign

E-mail: DJOHNSON@
NDCresearch.com

DOUGLAS JOHNSON
Printed Name

President
Title

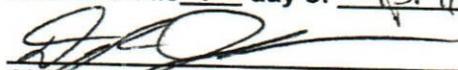
ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in RFP# _____, including all terms, conditions, specifications, Amendment's, etc., and the Contractor's" Offer as accepted by County/public entity.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this 13th day of April 2021


AUTHORIZED SIGNATURE

Attachment A

Vendor References

FIRM SUBMITTING BID:

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

2. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

E-MAIL ADDRESS:

3. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

Multiple references
provided in proposal
text (with contact
info).

Vendor references will be checked prior to bid award recommendation. Substantial negative feedback may be reason for vendor's bid to be deemed not responsible therefore rejected from further evaluation or bid award.

Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a bid.

Prior Experience: Prior experiences with the County and entities shall be taken into consideration when evaluating whether a bidder is responsive and responsible.



Project Pricing Overview

We intend to provide maximum flexibility for the County by anticipating and factoring into our fee various possible contingencies including additional, optional redistricting services beyond those included our proposal such as additional racially polarized voting analyses as required by the Voting Rights Act, and such contingencies as legal developments, Congressional and federal action, and further Census data release delays.

Of course, if additional contingencies do not arise, the cost of redistricting will be less than the \$145,000.00 maximum. We believe that by thinking ahead and anticipating myriad possible contingencies and developments, we can most effectively and expertly advise and work with the County. We discuss some such contingencies below.

For example, although the RFP did not describe Justice of the Peace redistricting, we have anticipated the possibility of working with the County on Justice of the Peace districting to comply with the Voting Rights Act in our not to exceed fee.

In addition, the U.S. Congress is now considering a new Voting Rights Act that contains revised Section 5 preclearance procedures. Congressional hearings began in February. If a new Voting Rights Act with new preclearance requirements becomes law, these new federal requirements may impact Yuma County redistricting. Our fee anticipates and includes keeping track of Congressional developments, the possibility of new legal requirements for redistricting and new U.S. Department of Justice oversight.

Federal Compliance Consulting Pricing

Bruce Adelson's professional billing rate is \$325.00 per hour for all services described in this proposal.

Bruce Adelson's travel expenses for any in-person meetings and consultations will vary, depending upon length of stay and variable travel costs, such as airfare. Reimbursable travel expenses include airfare from Washington, D.C., hotel accommodations, per diem, and rental car expenses. We estimate that based on current prices and fares, the travel expenses for a five-day trip to Greenlee County will be approximately \$1,800.00, with Bruce's professional working time billed at \$325.00 per hour in addition to his travel expenses.



NDC Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses): \$ 8,000

2. Per-Meeting expense:

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. Optional Project Elements:

- a) Polarized voting analysis \$1,500 per election contest analyzed
- b) Project website \$ 3,500
- c) Public mapping tool options:
 - ESRI Redistricting *
 - Caliper-centered system including all elements below \$ 5,000
 - “Maptitude Online Redistricting” (MOR)
 - Tuft University’s “DistrictR” (a simple neighborhood mapping tool)
 - Public Participation Kit paper- and Excel-based mapping tool
- d) DistrictR without MOR or ESRI \$ 2,000
- e) Public Participation Kit mapping tool without MOR or ESRI..... \$ 1,500
- f) Working with independent or advisory redistricting commission no additional charge
- g) Additional outreach assistance.....separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.



NDC Additional Analysis Pricing

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt).....	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

Requested Payment terms:

NDC requests that the “Still Balanced” project fee be paid at the start of the project; that the difference between the “Still Balanced” fee and half of the “Basic Project Elements” be paid once the decision to update the district lines is made; and the balance of the project costs be paid at the conclusion of the project.

NDC Pricing Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision.

Includes all the services listed below: \$ 2,500

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.

“Still Balanced” optional project elements and per-meeting expenses

Meeting attendance and optional project elements are not included in the “minimal change” project base fee. If requested, NDC team members participate in “minimal change” project hearings or forums at the same “per meeting” expenses, and optional project elements are provided at the same prices listed for a standard project in the previous section of this proposal.



NDC Pricing Exception: “Minimal Changes” Scope of Work

The initial NDC population analysis of the existing election areas may conclude that a jurisdiction’s election areas are only slightly out of population balance. Such a jurisdiction is still required to redistrict, but one or two small changes could balance the map without the need for, nor public interest in, an extensive series of draft maps and public meetings.

This project would involve fewer demographic data, fewer draft maps, and fewer meetings than a standard project. This “Minimal Changes” approach retains the community of interest and other decisions embodied in the already-existing map of election areas and makes only the small changes needed to bring that previous map into population balance.

For jurisdictions electing this “minimal changes” approach, the only expense would be the initial population analysis, per-meeting fees (at the per-meeting rates stated above) for any meetings, and a reduced NDC fee for the development, presentation, and implementation of the slightly adjusted map.

“Minimal Change” basic elements cost, for services listed below:..... \$ 4,500

- Compile total population and Citizen Voting Age Population data.
- Compile population data by existing election area and calculate population deviations.
- Prepare memo summarizing findings.
- Creation of two or three initial draft maps, with basic population and citizen voting age population demographics for each election area in each map.
- Online posting of the draft maps to an interactive review website.
- Drawing any requested minimal changes to a draft map.
- Work with the County Registrar of Voters to implement the final adopted plan.

“Minimal Change” optional project elements and per-meeting expenses

Meeting attendance and optional project elements are not included in the “minimal change” project base fee. If requested, NDC team members participate in “minimal change” project hearings or forums at the same “per meeting” expenses, and optional project elements are provided at the same prices listed for a standard project in the previous section of this proposal.

* Under California’s FAIR MAPS Act, cities, towns and counties are not eligible for “Minimal Change” projects. A city or county that needs to make any change to its election areas must go through a “Standard Redistricting” process.

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: May 18, 2021
DEPARTMENT: County Administrator

REQUESTED BY: Derek Rapier
TELEPHONE #: _____

1. Insert brief description of proposal and requested Board action:

Discussion/Action regarding implementation of Greenlee County Fire Restrictions - Resolution 21-05-01 regulating open burning in unincorporated areas of Greenlee County during declarations of fire emergency

2. Continued from meeting of: _____
Discussed in meeting of: _____

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed
If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: 5/10/2021

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

DEREK D. RAPIER
County Administrator
Clerk of the Board
(928) 865-2072

FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS
P.O. BOX 908
253 5TH STREET
CLIFTON, AZ 85533

DAVID GOMEZ
District 1

RON CAMPBELL
District 2

RICHARD LUNT
Chairman - District 3

RESOLUTION 21-05-01

**A RESOLUTION OF THE GREENLEE COUNTY BOARD OF SUPERVISORS
REGULATING OPEN BURNING IN UNINCORPORATED AREAS OF GREENLEE
COUNTY DURING DECLARATIONS OF FIRE EMERGENCIES.**

WHEREAS, Arizona Revised Statutes §26-311 authorizes the county board of supervisors to declare that an emergency exists and to impose all necessary regulations to preserve the peace and order in the unincorporated areas of the county; and

WHEREAS, Arizona Revised Statutes §26-307 authorizes counties to make, amend, and rescind orders, rules, and regulation necessary for emergency functions not inconsistent with orders, rules and regulations promulgated by the governor and to suspend any regulation or law in conflict with said county orders, rules and regulations; and

WHEREAS, Arizona Revised Statutes §49-501 prohibits open burning in unincorporated areas of the county with certain broad exceptions; and

WHEREAS, both Arizona Revised Statute §11-251.05 and §11-251(31) authorizes counties to adopt ordinances necessary or proper to carry out the duties, responsibilities, and functions of the county and to prescribe punishment by fine, imprisonment, or both, for the violation of the ordinance, not to exceed the maximum limitations established for a Class 1 misdemeanor; and

WHEREAS, the Greenlee County Board of Supervisors is concerned about dry conditions, low humidity, increased winds, high temperatures, and the risk that manmade fires present to Greenlee County is great; and

WHEREAS, the United States Department of Agriculture and the United States Forest Service prohibit certain fires in areas designated by order; and

WHEREAS, the Greenlee County Emergency Management Director recommend that the Board of Supervisors take action to prohibit all open burning in the unincorporated areas of the county during times of extreme fire danger.

NOW, THEREFORE, BE IT RESOLVED THAT, the Greenlee County Board of Supervisors herby declares that an emergency exists for the preservation of the public

peace, health and safety of the County of Greenlee and orders the expedited enactment of Emergency Fire Restrictions as outlined in the Greenlee County Outdoor Fire Ordinance and shall be effective immediately.

PASSED AND ADOPTED by the Greenlee County Board of Supervisors this 18th day of May, 2021.

Richard Lunt, Chairman

ATTEST:

Derek Rapier, Clerk of the Board

APPROVED AS TO FORM:

Jeremy Ford, County Attorney

GREENLEE COUNTY BOARD OF SUPERVISORS

OUTDOOR FIRE ORDINANCE – 13-01

An ordinance of the Greenlee County Board of Supervisors; establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying penalties for violations.

WHEREAS, ARS §26-311 authorizes the county board of supervisors to declare that an emergency exists and to impose all necessary regulations to preserve the peace and order in the unincorporated areas of the county;

WHEREAS, ARS §26-307 authorizes counties to make, amend, and rescind orders, rules, and regulations necessary for emergency functions not inconsistent with orders, rules and regulations promulgated by the governor and to suspend any regulation or law in conflict with said county orders, rules and regulations;

WHEREAS, both ARS §11-251.05 and ARS §11-251(31) authorizes counties to adopt ordinances necessary or proper to carry out the duties, responsibilities, and functions of the county and to prescribe punishment by fine, imprisonment, or both, for the violation of the ordinance, not to exceed the maximum limitations established for a Class 1 misdemeanor.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF GREENLEE COUNTY AS FOLLOWS:

1. Title

This ordinance shall be known as the Greenlee County Outdoor Fire Ordinance.

2. Effective Area/Fire Zones

This Ordinance is effective in the unincorporated areas of Greenlee County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe.

3. Purpose/Authority of Emergency Management Director

- 3.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Greenlee County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 3.2 It is the duty of the Greenlee County Emergency Management Director, after consultation, as deemed appropriate, with the U.S. Forest Service, local fire districts, state or municipal fire officials, to initiate fire restrictions within any unincorporated areas of Greenlee County during emergency fire conditions as described in Section 6.
- 3.2(a) The Emergency Management Director shall attempt to coordinate with other fire officials a uniform date for implementing such restrictions.
- 3.2(b) When the Emergency Management Director determines that such restrictions are necessary and the date of implementation has been determined, the Director shall recommend to the Chairman of the Board of Supervisors that such restrictions shall be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Director shall promptly take appropriate action to notify residents and visitors of the nature and extent of the restrictions and the effective date.

4. **Definitions**

- 4.1 **Open outdoor fire** means any burning, oxidation, or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue.
- 4.2 **Campfire** means a fire not within any building, mobile home, or living accommodation which is used for cooking, personal warmth, lighting, ceremony, or aesthetic purposes.
- 4.3 **Barbecue** means fixed or portable devices where food is cooked or reheated on a metal frame over a fire fueled by a propane or gas source.
- 4.4 **Charcoal fire** means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used for the purpose of cooking or reheating food.
- 4.5 **Bonfire** means a fire built outdoors for burning rubbish, waste material, refuse, or brush.
- 4.6 **Fireworks** means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework or display firework as defined by ARS 36-1601(3)(a).

- 4.7 **Flue** means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke, or fire may pass, such as a chimney, stovepipe or stack.
- 4.8 **Emergency Management Director** means the County official so designated by the Greenlee County Board of Supervisors.

5. **Non-Emergency Fire Restrictions**

The following restrictions are in effect at all times in the unincorporated areas of Greenlee County, except as they may be superseded by emergency fire restrictions pursuant to Section 6:

- 5.1 It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit via applicable fire district, Emergency Management Director, or the Arizona Department of Environmental Quality. The following fires are **exempt** from this restriction:
- 5.1(a) Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.
- 5.1(b) Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.
- 5.1(c) Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Greenlee County agricultural agents for the purposes of disease and pest prevention/control.
- 5.1(d) Fires authorized by special permits as issued by the Emergency Management Director.
- 5.1(e) Fires set by or permitted by the federal government, or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.
- 5.1(f) Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS §49-402, the Arizona

Department of Environmental Quality has assumed jurisdiction of the portion of Greenlee County where the fire is located.

6. Emergency Fire Restrictions

6.1 In addition to the fire restrictions set forth in Section 5, the following emergency fire restrictions, when ordered and in effect pursuant to Section 3.2, shall apply:

6.1(a) All open burning including: open fires, campfires, fireworks, bonfires, and other pyrotechnic displays on public and private lands in unincorporated areas of Greenlee County are prohibited. This prohibition supersedes the exceptions stated in ARS §49-501.

6.1(b) Burn, start, ignite, build, attend, or use flammable or combustible materials.

6.2 **Exemptions:** The following fires are exempt from the prohibition:

6.2(a) Fires set or permitted by any public officer, federal, state, or local in the performance of the officer's official duties, including, but not limited to: weed abatement, prevention of fire hazard or instruction in the methods of firefighting.

6.2(b) Fires used only for cooking of food conducted on a barbecue.

6.2(c) Fires set or permitted by the Director of the Department of Agriculture of County Agricultural agents of Greenlee County for the purpose of disease and pest prevention.

6.2(d) Fires set or permitted by the Federal Government or any of its departments, agencies or agents of the state or any of its agencies, departments or political subdivisions.

6.2(e) Fires permitted by the Emergency Management Director or designee. The conditions of any permit issued by the Emergency Management Director shall be stated on the permit.

6.2(f) Nothing in this Restriction/Ordinance shall be construed to prohibit the deployment of a public display of fireworks in the unincorporated areas of the county as approved by the Board of Supervisors.

7. Enforcement/Penalties

7.1 This Restriction/Ordinance may be enforced by the Emergency Management Director, and/or any peace officer acting within the officer's area of jurisdiction, a

firefighter or other officer of a Fire District acting within the officer's area of jurisdiction.

- 7.2 Each violation pursuant to this Restriction/Ordinance shall result in a civil penalty of \$500.00 for each violation. A person found to have violated this Restriction/Ordinance shall pay restitution for any medical treatment required and property damage or other economic loss suffered by any person as a result of such violation.
- 7.3 If any violation of this Restriction/Ordinance is a continuing one, each day shall be deemed a separate violation.
- 7.4 Failure to obey the lawful order by the Emergency Management Director, peace officer, firefighter or other officer of a Fire District shall be a distinct and separate violation of this Restriction/Ordinance.

IT IS SO ORDAINED by the Greenlee County Board of Supervisors at Clifton, Arizona on July 3, 2012.

GREENLEE COUNTY BOARD OF SUPERVISORS

By /s/ Richard G. Lunt, Chairman

ATTEST: /s/ Yvonne Pearson, Clerk of the Board

APPROVED AS TO FORM: /s/ Derek Rapier, County Attorney



GREENLEE COUNTY EMPLOYEE TRANSACTION FORM

This form must be completed, including signatures, before any action regarding an employee's status can take effect.

SECTION 1: Employee Information

Olson	Sally	V
Last Name	First Name	Middle Initial
PO Box 367	Clifton	AZ
Mailing Address	City	State
		85533
		Zip

SECTION 2: Transaction Information

EFFECTIVE DATE: 05/05/2021

HIRES: New Hire – Full Time <input type="checkbox"/> New Hire – Part Time <input type="checkbox"/> Temporary (explain) <input type="checkbox"/>	CHANGES: Promotion <input type="checkbox"/> Demotion <input type="checkbox"/> Raise <input type="checkbox"/> Other (explain below) <input checked="" type="checkbox"/>	SEPARATION: Resignation <input type="checkbox"/> Retirement <input type="checkbox"/> Terminated <input type="checkbox"/> End of Contract <input type="checkbox"/> Other (explain below) <input type="checkbox"/>
---	---	--

COMMENTS: Sally is changing job position from control operator to jail cook.

Employee's Current Status	Proposed: New Hire, Change
Control Operator <small>Position Title</small>	Jail Cook <small>Position Title</small>
Sheriff's Office <small>Department</small>	Sheriff's Office <small>Department</small>
Non-Exempt <input checked="" type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>
Hourly Rate <u>\$ 12.15</u>	Hourly Rate <u>\$ 12.15</u>
Exempt <input type="checkbox"/>	Exempt <input type="checkbox"/>
Annual Rate <u>\$</u>	Annual Rate <u>\$</u>

SECTION 3: POSITION FUNDING INFORMATION

FUND	PROGRAM CODE	OBJECT CODE	PAY LEVEL	%	AMOUNT
101	019	5213	NOS	100	\$12.15

SECTION 4: SIGNATURES (REQUIRED)

Employee Signature	Elected/Appointed Official
05-07-2021	05-05-21
Date	Date
Chairman of the Board of Supervisors	Date

For Office Use Only: (Payroll)

Date Entered: _____ By: _____

159 - \$189.95

167 - \$3,568.48

TOTAL - \$3,758.43

Greenlee County

Fiscal Year: 2020-2021
Transaction Journal

Criteria:
View: Full
Account Filter: ????.????.?????.????
Collapse Mask: ????.????.?????.????

From Entry Number: To
From Entry Date: 04/16/2021 To 05/13/2021
Reference: Loan
Journal:

Date	Account	Line Memo	Vendor	Debits	Credits
Line Number	Entry Number	Voucher Number	Reference	Check Number	User
04/30/2021	101.000.0000.1200.000	DUE FROM OTHER FUNDS		\$3,758.43	\$0.00
1	466	0	Loan	0	rontiveros
04/30/2021	101.000.0000.0100.000	CASH ACCOUNT		\$0.00	(\$3,758.43)
2	466	0	Loan	0	rontiveros
04/30/2021	159.000.0000.0100.000	CASH ACCOUNT		\$189.95	\$0.00
3	466	0	Loan	0	rontiveros
04/30/2021	159.000.0000.2200.000	DUE TO OTHER FUNDS		\$0.00	(\$189.95)
4	466	0	Loan	0	rontiveros
04/30/2021	167.000.0000.0100.000	CASH ACCOUNT		\$3,568.48	\$0.00
5	466	0	Loan	0	rontiveros
04/30/2021	167.000.0000.2200.000	DUE TO OTHER FUNDS		\$0.00	(\$3,568.48)
6	466	0	Loan	0	rontiveros
04/30/2021	608.000.0000.1200.000	DUE FROM OTHER FUNDS		\$16,084.64	\$0.00
7	466	0	Loan	0	rontiveros
04/30/2021	608.000.0000.0100.000	CASH ACCOUNT		\$0.00	(\$16,084.64)
8	466	0	Loan	0	rontiveros
04/30/2021	614.000.0000.0100.000	CASH ACCOUNT		\$16,084.64	\$0.00
9	466	0	Loan	0	rontiveros
04/30/2021	614.000.0000.2200.000	DUE TO OTHER FUNDS		\$0.00	(\$16,084.64)
10	466	0	Loan	0	rontiveros
Balance:			\$0.00	Totals:	
				\$39,686.14	(\$39,686.14)

End of Report

DEREK RAPIER
County Administrator
(928) 865-2072

FACSIMILE (928) 865-9332



BOARD OF SUPERVISORS
P.O. BOX 908
253 5TH STREET
CLIFTON, AZ 85533

DAVID GOMEZ
District 1

RON CAMPBELL
District 2

RICHARD LUNT
District 3

MEETING NOTICE and AGENDA
Pursuant to Arizona Revised Statutes §38-431, et. seq.
and amendments thereto, the
GREENLEE COUNTY BOARD OF SUPERVISORS
also sitting as Board of Directors for
GREENLEE COUNTY PUBLIC HEALTH SERVICES DISTRICT
and
GREENLEE COUNTY FLOOD CONTROL DISTRICT
hereby gives notice that a
Regular Meeting
will be held on **Tuesday, May 4, 2021 – 12:00 p.m.**

**Zoom Video Conferencing. To join the meeting enter the following URL into your browser:
Join Zoom Meeting**

<https://us02web.zoom.us/j/88593799862?pwd=Slk0MFdRVk1UREZXTWVYUWxDdnpLdz09>

**Meeting ID: 885 9379 9862
Passcode: 471343**

**Board of Supervisors Meeting Room, 2nd floor Courthouse Annex, 253 5th Street,
Clifton, Arizona**

AGENDA

In attendance: Board of Supervisors members: Richard Lunt, Chairman, David Gomez, Member and Ron Campbell, Member. Also present were Jeremy Ford, County Attorney; Derek Rapier, County Administrator, Austin Adams, Deputy County Administrator and Bianca Figueroa, Deputy Clerk of the Board

1.) Call to Order

Chairman Lunt called the meeting to order at 12:00 p.m.

A. Pledge of Allegiance

Supervisor Campbell led those present in the pledge.

B. Call to the Public

Daniel Cervantez, Clifton resident responded to Call to the Public. He stated he wasn't able to make the Jr. Rodeo, but he did see pictures of the participants in

the local paper. Mr. Cervantez gave thanks to Chairman Lunt for supporting the Jr. Rodeo event, he also thanked all Supervisors for helping to support the publication of the Superheroes of Graham and Greenlee Counties in the Eastern Courier and Copper Era newspaper. He expressed his appreciation for the Publication for Morenci activities.

2.) PUBLIC HEALTH SERVICES DISTRICT – the Board of Supervisors will convene as the Board of Directors of the Greenlee County Public Health Services District and will reconvene as the Board of Supervisors following consideration of these items:

A. Consent Agenda

1. Clerk of the Board: Consideration of approval of Public Health Services District expense warrants in excess of \$1,000.00

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved the Public Health Services District Consent Agenda as presented.

3.) Sharie Milheiro, County Recorder

A. Discussion/Action regarding approval for a salary increase for Dusti Poague from an hourly wage of \$15.02 to \$17.90 to be commensurate with her education, training, experience and that of her counterparts.

Ms. Milheiro requested approval for a salary increase for her employee Ms. Poague. She stated she would like the request to go in to affect as soon as possible and will be using funds from her budget for the remainder of the fiscal year, and into the next fiscal year the increase would be covered with general funds. Ms. Milheiro explained Ms. Poague's value to the office due to her training, education, and experience and that the request would make her pay consistent with other similar employees. She stated due to COVID she held off on the request last fiscal year.

All supervisors expressed their concerns and thoughts, and opinions regarding the increase in salary.

Mr. Rapiere stated that while this request is not a budgeted item, the Recorder has funds outside of the general fund for the current fiscal year. The best policy is to anticipate expenses and present them during the budget process. He stated he would work with the Recorder with funding going into coming fiscal year budget.

Upon motion by Supervisor Campbell, seconded by Supervisor Gomez, and carried unanimously, the Board approved the request as presented.

4.) Tony Hines, Public Works Facilities/Fleet - Manager

A. Discussion/Action regarding approval of the Empire maintenance contract for generators and transfer switches

Mr. Hines stated the contract is for the maintenance for the generators, he stated the amount is \$18,258.00 for the year approximately a 3% increase over last year. Mr. Hines discussed the maintenance that is provided, he stated Empire mechanics go out quarterly to change the oil, do a thorough check of generators, and the transfer switch. The Board suggested that Mr. Hines attempt to negotiate a longer term contract.

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved the contract as presented.

5.) Reed Larson, County Engineer
A. Discussion/Action regarding the approval to award contract to low bidder American Road Maintenance, Inc. for the FAA-funded Runway 07-25 Pavement Preservation project in the amount of \$177,030.00

Mr. Larson requested the Board approve the contract to American Road Maintenance to provide a sealcoat for the runway at the airport. The County received four bids; all four bids were discussed. He expressed concerns regarding how low the bid was and the contractor's ability to perform the work in a competent manner and what the County needed. Mr. Larson stated the County's airport consultant Morrison Maierle had a high opinion of the contractor and are very confident with American Road Maintenance who turned in a responsive bid.

Upon motion by Supervisor Campbell, seconded by Supervisor Gomez, and carried unanimously, the Board approved the contract to the lowest bidder American Road Maintenance as presented.

6.) Derek Rapier, County Administrator
A. Discussion/Action regarding proposed amended purchasing policy

Mr. Rapier stated back in March he presented the idea of adjusting the purchasing policy because some common purchases are now routinely exceeding the \$2,000.00 threshold for department heads and elected officials to purchase what they needed. Mr. Rapier proposed that the limits be adjusted. Mr. Rapier stated he discussed adjustments with the County Attorney and the County does have authority to adjust. He further stated that current policy is any purchase over \$50,000.00 goes through a sealed bid process, and previously proposed \$75,000.00. Mr. Rapier stated from a legal point of view after discussion with the County Attorney he suggested that amount go up to \$100,000.00. Mr. Rapier stated going up to \$100,000.00 still gives the Board significant spending control but also gives the county more flexibility in purchasing larger purchases.

Mr. Ford County Attorney discussed statutes regarding the threshold amount. He stated the board can set up any process under \$100,000.00 and stated the board still has control and anything over that must use the seal bid process. Mr. Ford suggested the board take advantage of the maximum flexibility under \$100,00.00 to keep their control and rules.

Upon motion by Supervisor Gomez, seconded by Supervisor Campbell, and carried unanimously, the Board approved agenda item as presented.

7.) Derek Rapier, County Administrator
A. County and State budget and legislative issues

Mr. Rapier stated that the state budget is not moving and there is no indication that it will start moving. He stated focus seems to be on Election related exercise at the Colosseum in Maricopa County. Mr. Rapier shared news regarding the County's cyber security preparedness and stated Greenlee County is one of the best Counties in the state for cybersecurity. He stated it has budget implications in that it means the County is insurable and that the deductible will drop from a proposed \$1,000,000.00 down to \$250,000.00. Mr. Rapier expressed his appreciation and thanked the IT department.

B. Calendar and Events

Calendar and events were discussed. The Board meeting set for June 15, 2021 will be moved to June 22, 2021.

8.) Consent Agenda
A. Clerk of the Board: Consideration of approval of minutes to previous meetings: 4/20/2021
B. Clerk of the Board: Consideration of approval of expense warrants in excess of \$1,000.00 – Voucher 4034; 4035

Upon motion by Supervisor Campbell, seconded by Supervisor Gomez, and carried unanimously, the Board approved the Consent Agenda as presented.

9.) Supervisor Reports
Supervisor Richard Lunt
A. Legislative Policy Committee (LPC) meeting

Chairman Lunt stated there is limited floor activity. He stated things are still at a standstill. Mr. Lunt discussed CSA legislative priorities and status of bills.

B. Junior Rodeo

Chairman Lunt gave kudos to all involved in the Jr. Rodeo, he stated participants were down, had about 45 participants as young as 3 years old. Mr. Lunt stated

there were a lot of conflicting attractions the same night. He stated it was well attended by parents. Mr. Lunt gave thanks to county employees.

Supervisor Ron Campbell

A. Agricultural and Rural Affairs Steering Committee meeting

Supervisor Campbell attended the Steering committee and discussion was regarding the American job plan. He stated it was very beneficial.

Chairman Lunt adjourned for a 15-minute recess.

10.) Budget Work Session

Mr. Rapier briefed the board on items that he will cover in the budget work session. Mr. Rapier presented to the Board a PowerPoint and discussed:

Greenlee County Sheriff's Department PSPRS

Unfunded accrued actuarial liability (UAAL)

Calculations Based on UAAL Valuation as of June 30, 2020: \$3,461,739

Mr. Rapier asked CSA to analyze five payoff scenarios, projected savings, and analysis of the use of a section 115 trust.

The scenarios analyzed are:

Do nothing option – continue to pay as billed with no early payoff?

#1 - \$1M deposit in FY 2021, \$2.26M deposit in FY 2022

#2 - \$1M deposit in FY 2021, \$1.23M deposits in FY 2022 & FY 2023

#3 - \$1.5M deposit in FY 2021, \$1.96M deposit in FY 2022

#4 - \$1.5M deposit in FY 2021, \$980K deposits in FY 2022 & FY 2023

Mr. Rapier discussed the limits of the analysis, the potential savings (approximately \$3,000,000), the effect on future budgets, and which funds in the current budget could be used make a substantial payment in before the end of the fiscal year. He further discussed potential sources for paying off the remainder of the unfunded liability in in the next one or two fiscal years.

Mr. Rapier also discussed the risks involved in each of the five scenarios as well as the risks of using Pension Obligation Bonds to pay down the unfunded liability. The investment risks and the actuarial assumptions involved in the fund were discussed and analyzed as was the retirement system's use of actuarial value vs. market value of assets and how that affects the impact of a substantial county contribution. Additionally, Mr. Rapier lead a thorough discussion of the effect these payments would have on the County's expenditure limitation.

In response to the Board's direction to research the potential value of using a Sec. 115 Trust to make payments, Mr. Rapier, discussed that Sec. 115 Trust is a vehicle to invest an entities public pension funds. He discussed the fees involved as well as the use of market value asset valuation. Mr. Rapier explained that use of a such a Trust approach to the pension problem works best if the amount of money is large and the investment horizon is very long, 20 years or longer.

Mr. Rapier recommends that, due to the risks and fees involved, the County pay it's unfunded pension liability with cash and that the County pay \$1.5M in the current Fiscal Year with \$900,000 from the Capital Projects Fund, \$574,263 from the General Fund which were made available by the County's receipt of the same amount of CARES ACT funds, and \$25,737 from vacancy savings in the Sheriff's Office budget. In future fiscal years, Mr. Rapier recommends that the County utilize money from additional federal funds, and budgeting sales tax revenues which are anticipated to be higher than previously anticipated.

Mr. Rapier discussed potential raises for employees and the anticipated cost to the general fund and other revenue funds. The Board gave direction to budget for a 6% raise.

Mr. Rapier discussed the jail and the need to begin an analytical process to determine what is the best way forward with the jail. This process will require the use of a specialized jail consultant and asked for direction to budget for this expense in the coming fiscal year.

The Board reviewed requested vehicle purchases for the coming year and various donations to charitable organizations and other community entities and gave direction to account for these requests in the budget.

- 11.) Derek Rapier, County Administrator**
A. Discussion/Action regarding proposal to approve the use of general funds budgeted to the Capital Projects Fund to pay an additional \$900,000 contribution to the Arizona Public Safety Personnel Retirement System (PSPRS).

Pursuant to Arizona Revised Statutes, Section 42-17106(B), Supervisor Gomez moves that Board approve a budget adjustment to change the use of \$900,000 from capital projects to be used to pay down Greenlee County's unfunded accrued, actuarial liability, and to transfer \$900,000 from the Capital Projects Fund to the General Fund for the purpose of paying an additional contribution toward the County's unfunded liability, and to authorize the expenditure of these transferred funds to the Public Safety Personnel Retirement System. As a part of the motion, the Board finds that the transfer is in the public interest and based on a demonstrated need to address ever increasing budget constraints in future

budget years. Supervisor Campbell seconds and carried unanimously, the Board approved the agenda item as presented.

Mr. Ford, County Attorney expressed that with the information he has reviewed including the relevant statute and in his opinion, the proposed motion is legally appropriate and effectual to make transfer legal under Arizona law to comply with budgeting laws.

12.) Derek D. Rapier, County Administrator

A. Discussion/Action regarding proposal to approve the use of general funds budgeted for first responder COVID response through the federal CARES Act to pay an additional \$574,263 contribution to the Arizona Public Safety Personnel Retirement System (PSPRS).

As Greenlee County received \$574,263 from the Federal Government pursuant to the 2020 Federal CARES ACT, which has been used to pay salaries of county deputies and dispatchers, and which therefore left \$574,263 of general fund monies which would not be used to pay budgeted expenses for sheriff's office personnel, Pursuant to Arizona Revised Statutes, Section 42-17106(B), Supervisor Campbell moves that Board approve a budget adjustment to change the use of \$574,263 from unallocated general fund to be used to pay down Greenlee County's unfunded accrued, actuarial liability, and to transfer \$574,263 from unallocated general fund revenues to the General Fund for the purpose of paying an additional contribution toward the County's unfunded liability, and to authorize the expenditure of these transferred funds to the Public Safety Personnel Retirement System. As a part of the motion, the Board finds that the transfer is in the public interest and based on a demonstrated need to address ever increasing budget constraints in future budget years. Supervisor Gomez seconds and carried unanimously, the Board approved the agenda item as presented.

Mr. Ford, County Attorney expressed that with the information he has reviewed including the relevant statute and in his opinion, the proposed motion is legally appropriate and effectual to make transfer legal under Arizona law to comply with budgeting laws.

13.) Derek D. Rapier, County Administrator

A. Discussion/Action regarding proposal to approve the use of general funds budgeted for deputy sheriff pay derived from vacancy savings to pay an additional \$25,737 contribution to the Arizona Public Safety Personnel Retirement System (PSPRS).

For Fiscal Year 2021, Greenlee County allocated approximately \$1.18M for Deputy Sheriff and Detention Officer wages. During the course of the fiscal year, some positions were unfilled leaving unexpended wages in an amount exceeding \$100,000 that will not be expended for wages in the current fiscal year,

Pursuant to Arizona Revised Statutes, Section 42-17106(B), Supervisor Gomez moves that Board approve a budget adjustment to change the use of \$25,737 from Sheriff's Office deputy and detention officer unused allocations to be used to pay down Greenlee County's unfunded accrued, actuarial liability, and to transfer \$25,737 from Sheriff's Office deputy and detention officer unused Sheriff's Office allocations to the General Fund for the purpose of paying an additional contribution toward the County's unfunded liability, and to authorize the expenditure of these transferred funds to the Public Safety Personnel Retirement System. As a part of the motion, the Board finds that the transfer is in the public interest and based on a demonstrated need to address ever increasing budget constraints in future budget years. Supervisor Campbell seconds and carried unanimously, the Board approved the agenda item as presented.

Mr. Ford, County Attorney expressed that with the information he has reviewed including the relevant statute and in his opinion, the proposed motion is legally appropriate and effectual to make transfer legal under Arizona law to comply with budgeting laws.

14.) Adjournment

There being no further business to come before the Board of Supervisors, the meeting was adjourned at 4:08 p.m.

APPROVED: /s/ Richard Lunt, Chairman

ATTEST: /s/ Bianca Figueroa
Deputy Clerk of the Board

All agenda items are for discussion and/or action as deemed necessary. The Board reserves the right to consider any matter out of order. The Board may retire into Executive Session for any of the purposes that are allowed by law, including but not limited to legal advice and/or personnel matters; as authorized by A.R.S. §38-431.et.seq. Persons with a disability may request accommodation for special assistance by contacting Bianca Figueroa at 928-865-2072 (TDD 928-865-2632). Requests should be made as soon as possible to allow time for arrangement of the accommodation.

COUNTY OF GREENLEE VOUCHER



VOUCHER NUMBER	4036
VOUCHER DATE	5/4/2021
FISCAL YEAR	2020-2021

The **COUNTY OF GREENLEE** is hereby authorized by the **GREENLEE COUNTY PUBLIC HEALTH BOARD OF DIRECTORS** to draw warrants against **222-HEALTH SERVICE FUNDS** for the sum of \$ 43,642.11 on account of obligations incurred for value received in services and for materials as shown above for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end).

The **COUNTY OF GREENLEE** is hereby authorized by the **GREENLEE COUNTY FLOOD CONTROL DISTRICT BOARD OF DIRECTORS** to draw warrants against **240 - FLOOD CONTROL DISTRICT FUNDS** for the sum of \$ - on account of obligations incurred for value received in services and for materials as shown above for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end).

The **COUNTY OF GREENLEE** is hereby authorized by the **BOARD OF SUPERVISORS** to draw warrants against **COUNTY OF GREENLEE FUNDS** for the sum of \$ 141,443.24 on account of obligations incurred for value received in services and for materials as shown above for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end).

222 - Health Service Funds	\$ 43,642.11
240 - Flood Control Funds	\$ -
All Other Funds	\$ 141,443.24
TOTAL	\$ 185,085.35

GREENLEE COUNTY VOUCHER

Voucher No: 4036

Voucher Date: 05/06/2021

Prepared By: _____

Printed: 05/04/2021 11:02:52 AM

GREENLEE COUNTY is hereby authorized to draw warrants against GREENLEE COUNTY funds for the sum of \$185,085.35 on account of obligations incurred for value received in services and for materials as shown below for period June 30, 2020 to June 30, 2021 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on _____ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the governing board on _____ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

Richard Lunt Chairman, Supervisor District 3

David Gomez Supervisor District 1

Ron Campbell Supervisor District 2

GREENLEE COUNTY

Fund		Amount
101	ADMIN - GENERAL FUND	\$76,493.43
119	SCHOOL SUP - COUNTY JAIL EDUCATION	\$282.50
146	ATTORNEY - VICTIM'S RIGHTS & ASSISTANCE	\$679.91
150	SHERIFF - JAIL ENHANCEMENT FUND	\$1,630.00
156	ARS 25-354 CHILDRENS ED FUND	\$459.50
160	COURT IMPROVEMENT PROGRAM	\$1,050.00
219	PUBLIC WORKS - LANDFILL OPERATIONS FUND	\$16,612.52
220	PUBLIC WORKS - ROAD FUND	\$16,248.06
222	PHSD - HEALTH SERVICES FUND	\$43,642.11
223	EMERGENCY MNGMT - BIOTERRORISM	\$78.01
225	ADMIN - ECONOMIC DEVELOPMENT FUND	\$40.01

Voucher No: 4036

Voucher Date: 05/06/2021

Fund		Amount
233	COURT SECURITY IMPROVEMENT GRANT	\$10,556.27
237	AIRPORT - AIRPORT IMPROVEMENT FUND	\$31.98
243	FAIR FUND	\$80.10
273	ADHS - COVID-19	\$5,850.00
601	PROBATION - GENERAL FUND	\$441.19
608	PROBATION URINALYSIS FEES	\$128.00
615	PROBATION - COMMUNITY PUNISHMENT PROGRAM	\$673.00
800	ADMIN - GENERAL LONG TERM DEBT ACCOUNT	\$3,868.76
802	ADMIN - CAPITAL IMPROVEMENT PROJECTS	\$6,240.00
		<hr/> <hr/> \$185,085.35

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
--------------	------	---------	-------	---------	---------	-------------	--------

Bank Name: For Treasurer Posting

Bank Account: TREASURER

525794	05/06/2021	4036	AERIAL METRICS INC	GCAZ0001	802.039.0000.8551.000	PIX4D MAPPER DESKTOP 1 YEAR SUPPORT SOFTWARE	\$4,490.00
							Check Total:
525801	05/06/2021	4036	AZ STATE TREASURER	V165227	101.016.0000.7403.000	STATE AHCCCS PAYMENT FOR THE MONTH OF JUNE	\$15,892.00
							Check Total:
525805	05/06/2021	4036	BOTANICAL PHARM, LLC	100	222.051.0000.7419.000	Graham County Epidemiology Consulting 20	\$1,300.00
525805	05/06/2021	4036	BOTANICAL PHARM, LLC	136	273.051.0067.7419.000	Greenlee County Epidemiology 90 hours at	\$5,850.00
525805	05/06/2021	4036	BOTANICAL PHARM, LLC	236	222.051.0000.7419.000	Greenlee Public Health Consulting 24 hours at	\$1,560.00
							Check Total:
525809	05/06/2021	4036	CARLSON SOFTWARE INC.	0209121-IN	802.039.0000.8551.000	POINT CLOUD BASIC MAINTENANCE FOR REED	\$1,750.00
							Check Total:
525810	05/06/2021	4036	CAROLYN CLARK	V617946	101.012.0000.7418.000	March Mediations	\$1,200.00
							Check Total:
525811	05/06/2021	4036	CATERPILLAR FINANCIAL SERVICES CORP	30932021	219.036.0000.9000.000	CONTRACT 2019-002 D8T-FMC01897 CONTRACT	\$8,201.16
525811	05/06/2021	4036	CATERPILLAR FINANCIAL SERVICES CORP	30936782	219.036.0000.9000.000	CONTRACT 2018-002 950M CAT WHEEL LOADER	\$3,659.84
525811	05/06/2021	4036	CATERPILLAR FINANCIAL SERVICES CORP	30946938	800.030.0000.9000.000	CONTRACT 2019-001 140M3-N9D00967	\$3,853.76
							Check Total:
525817	05/06/2021	4036	CRAFCO, INC	9402454182	220.030.0000.6332.000	ROAD REPAIR MATERIAL MONTHLY RENTAL FOR	\$4,135.07
							Check Total:

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525819	05/06/2021	4036	DAISY FLORES	V786992	101.012.0000.7411.000	Indigent Defense - Nofchissey; Waltrip; Stacy;	\$3,904.50
Check Total:							\$3,904.50
525821	05/06/2021	4036	DENNIS MCCARTHY	V110698	101.012.0000.7411.000	Indigent Defense - Scott; Johnson	\$1,300.00
Check Total:							\$1,300.00
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMPS5176041	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLY GB#3339 CUTTIN	\$430.30
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMPS5242239	219.036.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3338 CAT ELC	\$126.73
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMPS5243571	219.036.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#816F SHIM	\$41.38
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMPS5246347	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3334 AIR	\$56.87
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMPS5246348	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3332 TUBE	\$110.81
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMPS5253167	220.030.0000.6320.000	MOTOR VEHICLE REPAIR SUPPLIES GB#3313 HOSE	\$470.46
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EMWK3128597	220.030.0000.7499.000	OTHER REPAIRS & MAINTENANCE	\$1,510.82
525822	05/06/2021	4036	EMPIRE SOUTHWEST MACHINERY	EPWK0504708	101.006.0000.7499.000	OTHER REPAIRS AND MAINTENANCE.	\$165.00
Check Total:							\$2,912.37
525824	05/06/2021	4036	GILA HEALTH RESOURCES, LLC 318401		222.019.0000.7402.000	Inmate Medical	\$517.00
525824	05/06/2021	4036	GILA HEALTH RESOURCES, LLC 318827		222.019.0000.7402.000	Inmate Medical	\$142.00
525824	05/06/2021	4036	GILA HEALTH RESOURCES, LLC V164512		222.052.0000.7419.000	Fred Fox, M.D. - Medical Director/Family Planning/TB	\$1,500.00
525824	05/06/2021	4036	GILA HEALTH RESOURCES, LLC V164512		222.061.0000.7419.000	Fred Fox, M.D. - Medical Director/Family Planning/TB	\$250.00

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount	
525824	05/06/2021	4036	GILA HEALTH RESOURCES, LLC	V164512	222.077.0000.7419.000	Fred Fox, M.D. - Medical Director/Family Planning/TB	\$500.00	
							Check Total:	\$2,909.00
525825	05/06/2021	4036	GILA HEALTH RESOURCES, LLC	V163413	222.049.0000.7575.000	AMBULANCE REIMBURSEMENT FEE &	\$35,000.00	
							Check Total:	\$35,000.00
525826	05/06/2021	4036	GLOBAL TRACKING COMMUNICATIONS INC	820506	101.016.0000.7429.000	INTERNET. GPS-FLEET MANAGER	\$1,525.75	
							Check Total:	\$1,525.75
525833	05/06/2021	4036	JAMES HUISH	128	101.016.0000.7406.000	PODIATRY SERVICES FOR COUNTY RESIDENTS	\$1,384.00	
							Check Total:	\$1,384.00
525835	05/06/2021	4036	JOSI Y. LOPEZ	V920416	101.012.0000.7411.000	Indigent Defense - Marsh dependency; Provencio;	\$3,325.00	
525835	05/06/2021	4036	JOSI Y. LOPEZ	V920416	160.012.0000.7411.000	Indigent Defense - Marsh dependency; Provencio;	\$1,050.00	
							Check Total:	\$4,375.00
525836	05/06/2021	4036	JURY SYSTEMS INCORPORATED	5558	101.015.0000.7495.000	JURY+ ANNUAL MAINTENANCE RENEWAL	\$1,675.00	
							Check Total:	\$1,675.00
525841	05/06/2021	4036	LOGICALIS, INC	IN197104	101.015.0000.8550.000	CISCO 9300 SWITCH FOR JAIL QUOTATION #	\$8,499.43	
							Check Total:	\$8,499.43
525842	05/06/2021	4036	MACDONALD COUNSELING SERVICES	04-21 GCCF	150.019.0000.7419.000	Inmate counseling for the monthe of April, 2021.	\$930.00	
525842	05/06/2021	4036	MACDONALD COUNSELING SERVICES	04/30/21	615.641.0000.7419.000	Invoice Dated: 04/30/2021 Adult Counseling	\$673.00	
							Check Total:	\$1,603.00
525844	05/06/2021	4036	MARKS RANCH	FEBRUARY 2021	220.030.0000.7485.000	BUILDING RENTAL @BLUE SHOP SHOP RENT FOR	\$1,000.00	

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525844	05/06/2021	4036	MARKS RANCH	JANUARY 2021	220.030.0000.7485.000	BUILDING RENTAL @BLUE SHOP SHOP RENT FOR	\$1,000.00
Check Total:							\$2,000.00
525849	05/06/2021	4036	NEW HORIZONS	14010	101.015.0000.7551.000	COMP TIA A+ CERTIFICATION CLASS FOR	\$3,433.00
525849	05/06/2021	4036	NEW HORIZONS	14044	101.015.0000.7551.000	COMP TIA NETWORK+ TRAINING FOR DESARAE	\$2,794.00
Check Total:							\$6,227.00
525851	05/06/2021	4036	OFFICE DEPOT INC	164160482001	222.069.0000.6100.000	Office Supplies	\$19.95
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.003.0000.7451.000	COPY PAPER / SUPPLIES	\$83.13
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.008.0000.6100.000	COPY PAPER / SUPPLIES	\$5.31
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.008.0000.7451.000	COPY PAPER / SUPPLIES	\$85.13
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.014.0000.7451.000	COPY PAPER / SUPPLIES	\$55.75
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.015.0000.7451.000	COPY PAPER / SUPPLIES	\$33.51
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.026.0000.7451.000	COPY PAPER / SUPPLIES	\$38.18
525851	05/06/2021	4036	OFFICE DEPOT INC	165812964001	101.091.0000.7451.000	COPY PAPER / SUPPLIES	\$52.17
525851	05/06/2021	4036	OFFICE DEPOT INC	166715363001	101.008.0000.6100.000	OFFICE SUPPLIES	\$59.71
525851	05/06/2021	4036	OFFICE DEPOT INC	167032299001	101.019.0000.6215.000	1 variety caniste of 44 singles Crystal Light mix.	\$417.80
525851	05/06/2021	4036	OFFICE DEPOT INC	167163988001	220.032.0000.6100.000	OFFICE SUPPLIES. 1-BINDING PLASTIC COMB	\$82.72
525851	05/06/2021	4036	OFFICE DEPOT INC	167168971001	220.032.0000.6100.000	OFFICE SUPPLIES. 1-COVER, LETTER, 100 PK,	\$39.09
525851	05/06/2021	4036	OFFICE DEPOT INC	167168975001	220.032.0000.6100.000	OFFICE SUPPLIES. 1-COMB BINDING PULSAR.	\$219.27
525851	05/06/2021	4036	OFFICE DEPOT INC	167760256001	222.069.0000.6100.000	Office Supplies	\$26.43
525851	05/06/2021	4036	OFFICE DEPOT INC	167761670001	101.019.0000.6216.000	1 pk of 2 Scotch-Brite lint rollers, 60 sheets per roller,	\$6.98
525851	05/06/2021	4036	OFFICE DEPOT INC	167762293001	101.019.0000.6100.000	1 2pk Jumbo black wire mesh magazine holder, item	\$30.40

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525851	05/06/2021	4036	OFFICE DEPOT INC	167762294001	101.019.0000.7539.000	4 pks of 120 ea. white coated paper plates. Invoice	\$14.90
525851	05/06/2021	4036	OFFICE DEPOT INC	167763462001	222.052.0000.6100.000	Office Supplies	\$20.62
525851	05/06/2021	4036	OFFICE DEPOT INC	167763463001	222.080.0000.6100.000	Office Supplies	\$36.48
525851	05/06/2021	4036	OFFICE DEPOT INC	168049606001	222.052.0000.6100.000	Office Supplies	\$36.34
525851	05/06/2021	4036	OFFICE DEPOT INC	168245000001	101.019.0000.7539.000	1 black knife sharpener(Oster Trussville),	\$11.94
525851	05/06/2021	4036	OFFICE DEPOT INC	168245721001	101.019.0000.7539.000	Starfrit set of 4 knives with sharpeners, multicolor set,	\$19.54
525851	05/06/2021	4036	OFFICE DEPOT INC	168245722001	101.019.0000.6215.000	For inmate drinks, 18 variety pack powdered	\$376.02
525851	05/06/2021	4036	OFFICE DEPOT INC	168273243001	101.091.0000.6100.000	OFFICE SUPPLIES - NAME SIGN	\$20.62
525851	05/06/2021	4036	OFFICE DEPOT INC	168301499001	222.052.0000.6100.000	Office Supplies	\$17.23
525851	05/06/2021	4036	OFFICE DEPOT INC	168302306001	222.080.0000.6100.000	Office Supplies	\$23.75
525851	05/06/2021	4036	OFFICE DEPOT INC	168302307001	222.080.0000.6100.000	Office Supplies	\$9.58
525851	05/06/2021	4036	OFFICE DEPOT INC	16843382001	101.008.0000.6100.000	OFFICE SUPPLIES	\$2.95
525851	05/06/2021	4036	OFFICE DEPOT INC	168451891001	101.027.0000.6100.000	OFFICE SUPPLIES	\$33.97
525851	05/06/2021	4036	OFFICE DEPOT INC	168463143001	101.027.0000.6100.000	OFFICE SUPPLIES	\$57.59
525851	05/06/2021	4036	OFFICE DEPOT INC	168463144001	101.027.0000.6100.000	OFFICE SUPPLIES	\$76.01
525851	05/06/2021	4036	OFFICE DEPOT INC	168483870001	101.008.0000.6100.000	OFFICE SUPPLIES	\$61.88
525851	05/06/2021	4036	OFFICE DEPOT INC	169329212001	101.019.0000.6100.000	3 bottles 28 oz Ajax dish soap, 2 cases of 6 gal. ea.	\$6.92
525851	05/06/2021	4036	OFFICE DEPOT INC	169329212001	101.019.0000.6230.000	3 bottles 28 oz Ajax dish soap, 2 cases of 6 gal. ea.	\$303.45
525851	05/06/2021	4036	OFFICE DEPOT INC	7098402	101.019.0000.6230.000	1 Rubbermaid 20" long pot scrubber brush, item #	\$8.13
525856	05/06/2021	4036	REBECCA M JOHNSON	V988932	101.012.0000.7411.000	Indigent Defense - Marshall; Best x3; Yates	\$4,100.00

Check Total: \$2,393.45

Check Total: \$4,100.00

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525858	05/06/2021	4036	SAFFORD BUILDERS SUPPLY, CO	678882	220.030.0000.6330.000	ROAD REPAIR SUPPLIES CONTRACTOR SOLVENT,	\$25.33
525858	05/06/2021	4036	SAFFORD BUILDERS SUPPLY, CO	679061	220.030.0000.6330.000	ROAD REPAIR SUPPLIES SHOP TOWELS, WIRE ROPE	\$38.32
525858	05/06/2021	4036	SAFFORD BUILDERS SUPPLY, CO	679598	101.005.0000.6310.000	BUILDINGS AND GROUNDS. FAUCET SUPPLY LINE 24",	\$122.64
525858	05/06/2021	4036	SAFFORD BUILDERS SUPPLY, CO	679633	101.019.0000.6230.000	BRUSH SCRUBBER FOR FLOORS IN DISPATCH COM	\$13.78
525858	05/06/2021	4036	SAFFORD BUILDERS SUPPLY, CO	763037	101.019.0000.6230.000	4 cases 2 ply Toilet paper, Tork. 35 per case., 2 cases	\$417.97
525858	05/06/2021	4036	SAFFORD BUILDERS SUPPLY, CO	K59087	101.019.0000.6216.000	1 washer top load 3.9 cu ft white WP. Serial #	\$635.54
Check Total:							\$1,253.58
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-110886	219.036.0000.6250.000	FUEL @ LOMA LINDA LANDFILL RED DYED QTY	\$2,429.19
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.002.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$307.46
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.003.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$98.34
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.005.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$536.02
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.005.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$65.02
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.008.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$221.00
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.019.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$2,693.09
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.020.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$175.07

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	101.020.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$29.02
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	219.036.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$790.49
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	220.030.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$3,746.10
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	220.030.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$1,227.68
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	222.049.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$743.20
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-111474	222.071.0000.6250.000	FUEL, OIL, LUB. (NON-TRAVEL)	\$144.81
525861	05/06/2021	4036	SENERGY PETROLEUM	SEN-116651	219.036.0000.6250.000	FUEL @ LOMA LINDA LANDFILL RED DYED	\$1,324.05
Check Total:							\$14,530.54
525862	05/06/2021	4036	SHI INTERNATIONAL CORP	B53071080	101.015.0000.8550.000	TOUGHBOOK FOR STEVE RUTHERFORD QUOTE	\$4,045.71
Check Total:							\$4,045.71
525865	05/06/2021	4036	STANLEY CONVERGENT SECURITY	60010485654	233.039.0000.8430.000	INSTALLATION OF CAMERAS IN SUPERIOR COURT	\$10,556.27
Check Total:							\$10,556.27
525866	05/06/2021	4036	SYSKO FOOD SERVICES OF AZ	349577827	101.019.0000.6215.000	Food supplies for inmates meals. Invoice #	\$1,031.55
525866	05/06/2021	4036	SYSKO FOOD SERVICES OF AZ	349591417	101.019.0000.6215.000	Food supplies for inmates meals. Invoice #	\$673.21
525866	05/06/2021	4036	SYSKO FOOD SERVICES OF AZ	349597898	101.019.0000.6215.000	Food supplies for inmates meals. Invoice #	\$602.02
Check Total:							\$2,306.78
525867	05/06/2021	4036	THE AARONS COMPANY, LLC	V737224	101.016.0000.7419.000	CONSULTING SERVICES FOR THE MONTH OF JUNE 2021	\$3,000.00
Check Total:							\$3,000.00

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.001.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$80.02
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.002.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$80.02
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.003.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$200.05
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.003.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$80.02
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.004.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$40.01
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.005.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$40.03
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.008.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$160.12
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.012.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$40.03
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.014.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$40.01
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	101.015.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$240.08
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	220.030.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$120.07
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	220.032.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$80.02
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	222.051.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$120.17
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	222.054.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$103.36
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	222.054.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21- APRIL 20, 2021	\$40.01

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting

Date Range: 06/30/2020 - 06/30/2021

Sort By: Check

Bank Account: TREASURER

Voucher Range: 4036 -

Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	222.057.0572.7421.000	WIFI BILL FOR BILL DATED MARCH 21 - APRIL 20, 2021	\$40.05
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	222.080.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21 - APRIL 20, 2021	\$80.02
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	223.068.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21 - APRIL 20, 2021	\$40.01
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	225.042.0000.7421.000	WIFI BILL FOR BILL DATED MARCH 21 - APRIL 20, 2021	\$40.01
525876	05/06/2021	4036	VERIZON 465444326-00002	9878053682	243.086.0000.7429.000	WIFI BILL FOR BILL DATED MARCH 21 - APRIL 20, 2021	\$80.10
Check Total:							\$1,744.21
Bank Total:							\$169,137.42

Greenlee County

Disbursement Detail Listing

Bank Name: For Treasurer Posting
 Bank Account: TREASURER

Date Range: 06/30/2020 - 06/30/2021
 Voucher Range: 4036 -

Sort By: Check
 Dollar Limit: \$999.99

Fiscal Year: 2020-2021

Print Employee Vendor Names
 Exclude Voided Checks
 Exclude Manual Checks
 Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
<u>Fund</u>							<u>Amount</u>
101							\$66,727.50
150							\$930.00
160							\$1,050.00
219							\$16,572.84
220							\$14,292.93
222							\$42,231.00
223							\$40.01
225							\$40.01
233							\$10,556.27
243							\$80.10
273							\$5,850.00
615							\$673.00
800							\$3,853.76
802							\$6,240.00
<hr/>							
Fund Totals:							\$169,137.42

End of Report

Disbursements Grand Total: \$169,137.42

GREENLEE COUNTY BOARD OF SUPERVISORS
AGENDA INFORMATION FORM



MEETING DATE: May 18, 2021
DEPARTMENT: BOS

REQUESTED BY: _____
TELEPHONE #: _____

1. Insert brief description of proposal and requested Board action:

Consideration of approval of the Intergovernmental agreement by and between Pinal County, Greenlee County and the Superior Courts of the State of AZ in and for the Counties of Greenlee and Pinal for Juvenile Detention Services.

2. Continued from meeting of: _____

Discussed in meeting of: _____

3. Publication requirements:

Does this require publication in the official county newspaper? Yes No
This department to cause publication Clerk of the Board to cause publication

4. Financial Impact:

Expenditure: Is this a budgeted expense? Yes No Project Code #: _____
Fund _____ \$ _____ Actual Not to exceed
Fund _____ \$ _____ Actual Not to exceed

If not budgeted, how will this expense be funded? _____

Grants/Contracts:

Federal State Other _____
CFDA # (Federal grants only) _____ State # _____
Fund _____ \$ _____
Matching funds required? Yes No Fund _____ \$ _____

5. Legal Review: Does this item require County Attorney review and approval as to form and within powers granted under the laws of the State of Arizona to the Greenlee County Board of Supervisors?

Yes No

Date of County Attorney approval: _____

6. Board of Supervisors action taken:

Approved Amended Disapproved Tabled

Original backup documentation must accompany this form!

INTERGOVERNMENTAL AGREEMENT
- BY AND BETWEEN -
PINAL COUNTY,
GREENLEE COUNTY,
AND THE SUPERIOR COURTS OF THE STATE OF ARIZONA IN AND FOR THE COUNTIES
OF GREENLEE AND PINAL
- FOR -
JUVENILE DETENTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT dated this ___ day of _____, 20___ (“**IGA**”), is made by and between the Sender and the Host, as set forth herein, for the detention of juveniles under the supervision of Sending Party. The parties to this IGA include Pinal County, a political subdivision of the State of Arizona (“**Host County**”), and the Superior Court of Arizona in and for the County of Pinal, on behalf of the Pinal County Youth Justice Center (“**Host Facility**”) (Host County and Host Facility may be collectively referred to as “**Host**”) —and— Greenlee County, a political subdivision of the State of Arizona (“**Sending County**”), and the Superior Court of Arizona in and for Greenlee County, on behalf of the Greenlee County Juvenile Probation Department (“**Sending Department**”) (Sending County and Sending Department may be collectively referred to as “**Sender**”). The parties to this agreement may also be referred to individually as “**Party**” or collectively as “**Parties**” hereinafter.

RECITALS

WHEREAS, the Parties are authorized and responsible to provide for the detention of certain juveniles alleged to be delinquent or children who are incorrigible pursuant to A.R.S. §§ 8-305 and 8-301 *et seq.* and the Parties desire to utilize available resources in an efficient and mutually beneficial manner according to applicable law; and

WHEREAS, Pinal County maintains a juvenile detention center (Facility) where such juveniles may be detained—which Facility is separate and apart from any adult detention center in which adults are confined; and

WHEREAS, the Presiding Judge of the Juvenile Division of the Superior Court in Pinal County supervises the Facility pursuant to A.R.S. § 8-306; and

WHEREAS, A.R.S. §§ 11-952(J) and 11-951 *et seq.* authorize the Parties to enter into this IGA.

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, do hereby agree as follows:

1. PURPOSE AND INTENT

The purpose of this IGA is for the provision of juvenile detention (“**Services**”) for up to **20** of Sender’s juvenile detainees (Sender juvenile(s)) transferred by Sender to Host Facility. Sender acknowledges and agrees that Host’s policies and practices may not necessarily coincide with those of Sender and that Host and all inmates therein are managed and administered according to Host’s policies and practices and will remain so for the duration of this IGA. Juveniles are those individuals under the age of eighteen years. Sender acknowledges and agrees that Host will not accept juveniles: who are charged with nothing more than incorrigible offense(s); who are under the age of eight years; detainees who are now chronologically adults; or detainees that cannot be detained with other juveniles in a juvenile facility

pursuant to applicable law.

2. **EFFECTIVE DATE AND DURATION**

A. **Initial Term.** Upon execution and signature below, this IGA shall become effective on the _____ day of _____, 20____, and shall remain in effect for one (1) year thereafter unless otherwise terminated or renewed as provided in this IGA.

B. **Termination.** Either Party may terminate this IGA, with or without cause, by providing thirty (30) days' advance written notice of termination to the other Party as set forth in **Section 9.A**. Each Party agrees to return any and all equipment and/or materials in its control or possession, if any, to the owner-Party no later than thirty (30) days after termination.

C. **Renewal.** By mutual written agreement of the Parties, this IGA may be renewed for no more than nine (9) additional one-year terms (Subsequent Term(s)) pursuant to A.R.S. § 11-952(J).

3. **COSTS AND FEES.** The Parties agree that a 'Phased In' method will be employed to gradually incorporate actual current costs incurred by Host, and to be paid by Sender under **Section 4.B.ii** below. The Parties further agree that the current costs established are \$347 per juvenile per day of detention. The Phases will proceed as follows: **Phase 1** will commence upon January 1, 2021; and **Phase 2** will commence on January 1, 2022. The Parties also agree that, as Host's sole discretion, detention costs may be studied, determined as updated on an annual basis. Any fee increase(s) will be subject to and will not take effect without the mutual written agreement of the Parties.

4. **MUTUAL OBLIGATIONS**

A. Under this IGA **Host** agrees to:

i. Provide detention services ("Services") for Sender juveniles in Host Facility according to applicable policies, practices, standards and requirements.

Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation. All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices.

All juveniles referred to Host by Sender will be treated according to the same rules and regulations applied to other detainees in the custody of the Host Facility.

ii. Send billing invoices to Sender on a monthly basis per **Section 6** below.

iii. Manage the day-to-day supervision, operations and Services for Sender juveniles.

iv. Provide all staff, labor and services necessary for the Facility's day-to-day use and operation and maintain and provide all staff, labor, materials, and routine in-house services and bear all routine costs associated with the Facility at no additional cost to Sender.

v. Arrange for non-routine medical, mental health, and/or educational services by juveniles referred by Sender and detained at the Facility. These non-routine services include, but are not limited to, hospitalization, ambulance, psychiatric assessments, psych-ed evaluation, and medications.

The Parties acknowledge and agree that non-routine services will result in additional expense(s) which are the sole responsibility of Sender.

To the extent permitted by time, Host shall contact Sender to discuss any non-routine services that arise. The Parties agree that such discussion shall not unduly delay any need for emergency services, including, but not limited to emergency medical attention. Host shall have the sole discretion and authority to determine whether a

situation is an emergency, or becomes an emergency while awaiting Sender's concurrence under **Section 3.D** below and Sender shall defer to the Host's assessment of the situation and determination regarding the emergency / non-emergency nature of the situation.

- vi. To the extent permitted by time, Host shall contact Sender prior to any non-routine services that arise and in order to discuss and concur in writing regarding said service(s) with Sender.
- vii. In the event of any emergency situation(s) and/or service(s) involving Sender juvenile(s), Host will notify Sender of within 24 hours of occurrence.
- viii. Provide twenty-four hours advance notice when Sender will need to retrieve a juvenile.
- ix. Observe and administer any records exchanged under this IGA pursuant to applicable law.

B. Under this IGA Sender agrees to:

- i. Promptly contact Host **Intake Unit at (520) 866-4018**, prior to transporting a juvenile to the Facility for admission. Sender will also provide Host with:
 - 1. Applicable Court Order and/or Referral and Affidavit to detain the juvenile; and
 - 2. Any additional records or information requested by Host including but not limited to, information regarding the juvenile's family history, behavioral issues, medical, mental health, psychological evaluations, school, and/or social history for admission and monitoring purposes.
- ii. For any daily juvenile detention daily fee(s) incurred *prior* to January 1, 2021 (Phase 1 start date), pay the daily fee of \$ **175.00** per Sender juvenile per day.
 - 1. For any daily juvenile detention daily fee(s) incurred *on or after* January 1, 2021, pay the daily fee of \$**300.00** per Sender juvenile per day.
 - 2. For any daily juvenile detention daily fee(s) incurred *on or after* January 1, 2022 (Phase 2 start date), pay the daily fee of \$**347.00** per Sender juvenile per day.

For the purposes of this subsection, 'day' means the juvenile is incarcerated in the Facility for more than two (2) hours within a calendar day. The standard daily fee may not be increased without the written agreement of the Parties.

- iii. Pay any and all Additional Expense(s) incurred under or arising from this IGA and reimburse Host for any and all Additional Expense(s) incurred by Host under this IGA.
- iv. Pay each invoice received no later than thirty (30) days after receiving the invoice per **Section 3.A.ii** and **Section 6**.
- v. Provide transportation to and from the Facility: when Sender juveniles are booked into and released from the Facility; when appearances are required at court hearings; and when medical, dental, or other appointments for any such juvenile are scheduled within/outside the Florence area. When available, Host staff may assist on transports within the Florence area.
- vi. Sender will *not* deliver to the Facility any juveniles under the influence of controlled substances, or experiencing serious medical or mental health concerns, including self-harm behavior, *without first* obtaining a medical release from an appropriate medical and/or mental health professional or hospital.

- vii. Provide any records necessitated by the purposes of this IGA. Such records may include, but are not necessarily limited to, juvenile penalogical and discipline records, criminal background and history records, medical records, and mental health records.
- viii. Remain responsible for the transportation of juveniles to and from the Host facility. Notwithstanding this, at Host's sole discretion in the event of a medical emergency or other appropriate circumstance Host may transport a Sender juvenile from the Host Facility to the appropriate destination and Sender agrees that such instances may result in Additional Expense(s).
- ix. Ensure that no juvenile shall be held at Facility for more than twenty-four (24) hours unless a petition alleging delinquent conduct or a criminal complaint has been filed and a copy provided to the Host Intake unit. No juvenile shall be held longer than twenty four hours after the filing of a petition unless so ordered by the court after a hearing.

If a hearing is not held within twenty-four hours after the filing of the petition, Sender shall ensure that the juvenile shall be released from Facility to a parent, guardian, custodian or other responsible person. {NOTE: Juvenile Court requires 24 hours petition filed when detained and a hearing 24 hours after petition is filed.} If no parent, guardian, custodian or other responsible person can be located, Facility shall release the juvenile to the Department of Child Safety and Host shall notify Sending County Juvenile Court of the release.

- x. Observe and administer any records exchanged under this IGA pursuant to applicable law.
 - xi. Upon notice from Host, promptly retrieve each Sender juvenile from the Host Facility not later than 24 hours after such notice from Host.
- C. Facility Capacity.** The Parties acknowledge and agree that housing Sender juveniles will not be available if/when the population of the portion(s) of the Facility in operation at the time of referral is at capacity. If the Facility is at or near capacity, Host will work with Sender to determine which juveniles under the supervision of Sender should be released in the event the need arises for additional detention of juveniles at the Facility.
- D. Written Concurrence for Non-Routine Services.** In the event of non-routine services the Parties agree to discuss said services and create a written concurrence regarding the services in advance. The Parties acknowledge that any emergency circumstances that arise may, in turn, make it unreasonable or unfeasible to discuss and/or create a written concurrence in advance.
- E. Additional Expenses.** Additional Expense(s) include any and all costs associated with: transportation not expressly provided for in this IGA that are attributable to Sender juveniles; non-routine services and/or materials required by Sender juveniles; and Sender juvenile medical and/or mental-health care and treatment not covered by the daily inmate fee referenced above. Medical and/or mental-health care and treatment not covered by the daily inmate fee include: prescription medication(s), hospital visits or any other medical/mental-health services requiring outside facilities, services or providers, and/or catastrophic medical or mental-health events.
- F. Remote Appearance Technology.** To the maximum extent possible, and according to the mandates of the Court, the Parties intend to utilize available technology for the remote appearance/attendance of juveniles in hearings, proceedings, meetings, appointments, and evaluations when appropriate and available. Such means/methods may include audio/video conferencing technology and/or telephonic communication. The purpose of doing so is to

maximum the health and safety of all facility occupants and to maximize the efficient use of available time, staff and resources, subject to any requisite court approval or, when applicable, the professional discretion of involved physician(s), other psychiatric or medical professional(s), or legal counsel.

- G. Juvenile Legal Counsel.** Host is *not* responsible for any legal representation required or requested by Sender juveniles. The provision of any such legal counsel and/or any arrangements therefore remain the responsibility of Sender.
- H. Sender Release.** Sender shall notify **Host Intake Unit at (520) 866-4018** when a Sender juvenile is to be released from the Facility to the custody of Sender. Any such release made at the request of Sender shall be at the sole discretion of the Sender and shall, with prior verbal notice confirmed by e-mail or fax, be performed promptly and without undue delay by Host, and shall not require an order of a court. The Facility shall only release the detained juvenile to a specifically identified person that Sender has advised, in writing, is authorized to take custody of the juvenile.
- I. Facility Acceptance or Rejection of Juvenile.** Host retains final and absolute right to refuse acceptance or request removal of any Sender juvenile exhibiting violent or disruptive behavior, or of any juvenile found to have a medical condition that requires medical care beyond the scope of the Facility health provider. In the case of a juvenile already in Facility custody, Host shall notify Sender and request such removals, and shall allow Sender reasonable time to make alternative arrangements for the juvenile.
- J. Open Communications.** Host and Sender shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Section 9.A**) to ensure the agreed upon facilities and services are provided and maintained throughout the term of this IGA. Parties shall maintain open communication regarding needs arising out of the IGA.
- K. PREA.** The Prison Rape Elimination Act (PREA) 34 U.S.C. §§ 30301—30309 and 28 C.F.R. §§ 115.11—115.501 was established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. The Parties will comply with all standards. The Florence Police Department will be assigned to investigate all incidents of sexual assault allegedly occurring within the Facility. The Parties agree to disclose any knowledge of sexual abuse or sexual harassment that a Sender juvenile may have encountered, whether as the perpetrator or the victim.
- L. Emergency Evacuation.** In the event of any emergency requiring evacuation of the Facility, Host shall evacuate the juvenile in the same manner and with the same safeguards as other juveniles in the Facility. Host shall verbally notify Sender and confirm by e-mail or fax, within four (4) hours of such evacuation.
- M. Force Majeure.** The Parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so.

N. Public Health Crises. In the event of a public health crisis or the like (i.e. COVID 19 pandemic), Sender acknowledges and agrees that Facility is authorized to take all reasonable measures, as determined in the sole discretion of Facility, to protect the health and welfare of Facility occupants. Such measures may include, but are not limited to, stopping all non-essential ingress and/or egress to and from the Facility which may result in the discontinuation of programs and/or practices that pose a high risk of introducing and/or transmitting infection to or between Facility occupants. Additionally, Facility reserves the right to deny entry of a juvenile referred to Facility where, as determined in the sole discretion of Facility, the public interest in detention does not outweigh the risk of introducing infection into the Facility. Further, at the request of Host, Sender may be required to arrange for an initial quarantine detention of any such juvenile before the juvenile may be later transferred into Facility.

5. SUPERVISION

Each Party shall have sole supervisory authority over that party's personnel, operations, services and materials. Each Party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this IGA. Each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in services and activities under this IGA. For the purposes of Workers' Compensation, the Party employing such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in services and activities under this IGA.

6. EQUIPMENT AND MATERIALS

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.

7. BILLING/INVOICING

Billing, invoicing and payment between the Parties arising out of this IGA shall be administered as follows:

- A.** Host shall bill Sender on a monthly basis and send an itemized invoice promptly at the end of each month.
- B.** Sender shall send payment to Host within thirty (30) days of receiving the invoice.
- C.** All billing and payment correspondence shall be sent to the Party contacts provided in **Section 9.A.**

8. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this IGA.

9. INDEMNIFICATION AND COOPERATIVE DEFENSE

- A. To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to **Subsection B** below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. To whatever extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense (“MOU”) between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- B. In the event that a claim, arising from or relating to the activities provided in this IGA, is made against any Party for acts or omissions of any of its employees or officers, it is the intent of the Parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
- C. The obligations under this section shall survive the termination of this IGA.

10. GENERAL

- A. **NOTICES:** Except as otherwise provided in this IGA, all notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

If to Sender:

Name

Title

Agency/Governmental Entity Name

Address

_____, AZ _____
City ZIP

If to Host:

Director
Pinal County Juvenile Court Services
P.O. Box 1009
Florence, Arizona 85132

Notices under this Section shall be deemed completed and effective on the date delivered, if given by facsimile, personal delivery, email or overnight express delivery service, or four days after the date of deposit in the mail if sent through the United States Mail

- B. **MODIFICATION:** This IGA shall not be modified or extended except by a mutually signed written agreement.
- C. **RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as

an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.

- D. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this IGA or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- E. GOVERNING LAW AND VENUE:** The terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- F. INUREMENT, NONASSIGNMENT, SUBCONTRACTING:** All of the terms, covenants and conditions of this IGA shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this IGA without the prior written consent of the other Parties
- G. ENTIRE AGREEMENT:** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.
- H. SEVERABILITY:** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. CONFLICTS OF INTEREST:** To the extent applicable, the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.
- J. OTHER DUTIES IMPOSED BY LAW:** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. COMPLIANCE WITH CIVIL RIGHTS:** To the extent applicable, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- L. E-VERIFY, RECORDS AND AUDITS:** To the extent applicable: Under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party' subcontractors who work under this IGA to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and

waiving their respective rights to keep such papers and records confidential. The Parties agree to comply with the records retention requirements of A.R.S. § 35-214

- M. INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree to resolve all disputes arising out the or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes..
- N. AVAILABILITY OF FUNDS:** In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- O. WORKER'S COMPENSATION:** To the extent applicable, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- P. COMPLIANCE WITH LAWS AND POLICIES:** To the extent applicable, the Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- Q. THIRD PARTY ANTITRUST VIOLATIONS:** Pinal, to the extent required by applicable law, assigns to the State of Arizona any claim for overcharges resulting from anti-trust violations to the extent that those violations concern materials or services supplied by third parties to either party, toward fulfillment of this Agreement.
- R. NO JOINT VENTURE:** It is not intended by this IGA to, and nothing contained in this IGA shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- S. NO THIRD PARTY BENEFICIARIES:** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- T. COUNTERPARTS.** This IGA may be executed in any number of counterparts, each of which shall be deemed a duplicate original and all of which when taken together shall constitute one and the same document. Counterparts are effective and binding when this IGA has been executed by all of the Parties
- U. HEADINGS:** The section headings throughout this IGA shall not be used in the construction or

interpretation hereof as they have no substantive effect and are for convenience only.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties have executed this IGA as of the day and year set forth below.

For **Pinal County**:

For **Greenlee County**:

By: _____
Chairman, Board of Supervisors

By: _____
Chairman, Board of Supervisors

Date: _____

Date: _____

Attest: _____
CLERK OF THE BOARD

Attest: _____
CLERK OF THE BOARD

Date: _____

Date: _____

Approved as to Content

Approved as to Content

Director of Juvenile Court Services

Chief Probation Officer

Date: _____

Date: _____

(signatures continued below)

Determinations of Counsel

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

ATTORNEY FOR PINAL COUNTY

Deputy County Attorney

Date: _____

ATTORNEY FOR GREENLEE COUNTY

Deputy County Attorney

Date: _____

ATTORNEY FOR THE SUPERIOR COURT OF ARIZONA

Assistant Attorney General

Date: _____