

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION PINAL COUNTY FLOOD CONTROL DISTRICT **BOARD OF DIRECTORS** AGENDA Wednesday, June 18, 2025

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX BOARD OF SUPERVISORS HEARING ROOM 135 N. PINAL STREET FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD (Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- * A. Discussion/approval/disapproval of Minutes from March 19, 2025, Board of Directors Flood Control District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval to retain Gust Rosenfeld from the County's approved list of outside counsel to represent the Flood Control District and authorize the Chair of the Pinal County Flood Control District Board of Directors to execute the Terms of Engagement for Legal Services. (FL24-011) (Joshua Plumb/Joe Ortiz)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting



6/18/2025 Board Meeting Room

REQUESTED BY: Funds #: Dept. #: Dept. Name: Clerk of the Board Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION: Discussion/approval/disapproval of Minutes from March 19, 2025, Board of Directors Flood Control District Meeting. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

ATTACHMENTS

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ATTACHMENTS:

Description
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Minutes FCD



PINAL COUNTY FLOOD CONTROL DISTRICT BOARD OF DIRECTORS MINUTES Wednesday, March 19, 2025 11:26 AM

BOARD OF DIRECTORS

Chairman Stephen Q. Miller Director, District 3

Vice-Chairman Jeffrey McClure Director, District 4

> **Rich Vitiello** Director, District 1

Mike Goodman Director, District 2

Jeff Serdy Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX BOARD OF SUPERVISORS HEARING ROOM 135 N. PINAL STREET FLORENCE, AZ 85132

All presentations are attached to the Agenda at:

Click Here to View the Flood Control District Agenda

and a Video Recording of this meeting can be viewed at: Click Here to View Video Recording

The Pinal County Flood Control District Board of Directors convened at 11:26 a.m. this date. The meeting was called to order by Chairman Miller.

Members Present: Chairman Stephen Q. Miller; Vice-Chairman Jeffrey McClure; Director Rich Vitiello; Director Jeff Serdy

Members Absent: Director Mike Goodman

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Sherry Leckrone; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Miller asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A and B of the Pinal County Flood Control District Agenda

Motion Made By: Supervisor McClure

Seconded By: Supervisor Vitiello

To approve Consent Agenda Items A and B of the Pinal County Flood Control District Agenda.

Motion Passed

Ayes: McClure, Miller, Serdy, Vitiello (4)

Absent: Goodman (1)

- * A. Discussion/approval/disapproval of Minutes from December 4, 2024, and December 18, 2024 Board of Directors Flood Control District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of an application to the Arizona Department of Environmental Quality for an Overflow and Stormwater grant in the amount of \$275,000 and authorization for the Assistant County Engineer to execute the grant application. This grant has an 80% funding with a 20% match. This grant will facilitate an update to the Drainage Master Plan and provide for preliminary design and construction of some elements for stormwater management at Pinal Airpark. Supervisor District #4. (FL24-009) (Joshua Plumb/Joe Ortiz)

<u>11:27 a.m.</u> – Chairman Miller adjourned the March 19, 2025, Pinal County Flood Control District Board of Directors Meeting and convened the Pinal County Library District Board of Directors Meeting.

PINAL COUNTY FLOOD CONTROL DISTRICT BOARD OF DIRECTORS

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: June 18, 2025



6/18/2025 Board Meeting Room

REQUESTED BY: Funds #: 68 Dept. #: 311 Dept. Name: Public Works Director: Joe Ortiz

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to retain Gust Rosenfeld from the County's approved list of outside counsel to represent the Flood Control District and authorize the Chair of the Pinal County Flood Control District Board of Directors to execute the Terms of Engagement for Legal Services. (FL24-011) (Joshua Plumb/Joe Ortiz)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

There aren't any expected fiscal considerations or impacts to the General Fund associated with this agenda item.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM: There are no expected performance impacts associated with this agenda item.

MOTION: Approved as presented

ATTACHMENTS

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ATTACHMENTS:

	Description
D	Legal Representation
D	Backup material



📕 ONE E. WASHINGTON. SUITE 1600 📕 PHOENIX. ARIZONA 85004-2553 📕 TELEPHONE 602-257-7422 📕 FACSIMILE 602-254-4878 🔳

ANDREW J. MCGUIRE 602-257-7664 amcguire@gustlaw.com

May 13, 2025

Chairman Miller Christopher Wanamaker Joshua Plumb Pinal County Flood Control District 85 N Florence Street PO Box 749 Florence, AZ 85132

Re: Legal Representation

Gentlemen:

I am writing to acknowledge and thank you for retaining our law firm to represent Pinal County Flood Control District (the "District") as set forth below. It is our understanding that you have presently retained this firm to assist the District in all day-to-day matters, effectively serving the role previously handled by the Pinal County Attorney's Office, except those pending matters that are specifically retained by the County Attorney. It is our understanding that (i) the County Attorney will provide us with correspondence regarding the scope of any retained matters; that correspondence will also establish the date for transition of all matters not retained; and (ii) your office will provide us with a detailed narrative of pending matters that will be transferred to our firm.

I am enclosing for your information our "Terms of Engagement for Legal Services" Addendum (the "Addendum") which sets forth certain information concerning the business aspects of your retention of our firm. We hope that you find this information useful.

John Gaylord and I will serve as the attorneys primarily responsible for this firm's representation of the District in this matter, and therefore will serve as your primary contacts at this firm. As stated in the Addendum, other professionals will also provide services depending upon the way in which matters develop.

As noted in the Addendum, it is this firm's policy to obtain a retainer in an amount appropriate to the client and the matter or matters on which we are engaged. Due to our firm's relationship with the District via the County Attorney's Office, a retainer is not required at this time.

The Addendum sets forth the present range of standard hourly rates for me, our other attorneys, paralegals, law clerks and project assistants. Work pursuant to this engagement, other

Pinal County Flood Control District May 13, 2025 Page 2

than bond or debt issuance, will be billed hourly; debt issuance fees will be determined at the time of each transaction, and shall be billed as a fixed fee paid only upon closing. Our standard hourly rates are subject to future changes as noted in the Addendum.

Based upon the relationship established between the District and the firm, which relationship includes substantial services to be provided by the firm and prompt payment of our invoices, we are offering you the discounted hourly rate of \$280/hr. These standard rates and discounts are reviewed periodically and may be subject to change.

At this juncture, it is difficult to provide a useful estimate of the time (i.e., fees) and expenses necessary to undertake and complete this matter. However, as we proceed, we would be pleased to work with you to establish a budget for this matter if you desire.

The Arizona Supreme Court establishes rules of professional responsibility for attorneys. These rules were updated as of January 1, 2025, with new obligations for government lawyers under E.R. 1.4. Government lawyers are now expected to provide the government officials they advise with a written explanation of the relationship between attorneys and officials. The main purpose of this rule is to emphasize that government lawyers represent the organization, rather than the individual officials of that organization. As required by these new rules, we have, on May 13, 2025, provided a separate letter to the individual officials who we have identified as the necessary recipients of the newly required notice. Please refer to the May 13, 2025 letter, as supplemented, for further information.

We appreciate being given the opportunity to serve you. Of course, if you have any questions or if there are any matters set forth in these documents which you would like to discuss, please contact me. If you believe we have accurately set forth the terms of engagement, please sign in the space provided below and return a copy of the executed letter to me.

Once again, thank you for the confidence that you have placed in our firm by retaining us. We look forward to working with you.

Sin McGuire

For the Firm

AGREED TO AND ACCEPTED

Stephen Miller, Chairman

Date

⁶⁵¹⁴⁷¹⁸ AJM:hnj Attachment (Terms of Engagement for Legal Services)

GUST ROSENFELD P.L.C.

Terms of Engagement for Legal Services

This document sets forth the terms of our engagement as your lawyers. Unless modified in writing by mutual agreement or by your specific billing guidelines, these terms are an integral part of our agreement with you. Therefore, we ask that you review this statement carefully. You should retain the original of this document. Please contact us promptly if you have any questions.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a primary attorney contact. The primary attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of primary attorney at any time. Subject to the supervisory role of the primary attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

The firm's fee structure is based upon hourly rates for all attorneys, paralegals and law clerks, unless otherwise specified. We record time expended on hourly fee matters in increments of one tenth of an hour and calculate our fees on that basis.

Standard hourly rates for the firm presently range from \$275 to \$555 for attorneys; from \$250 to \$275 for paralegals; and \$200 for law clerks. These rates are subject to increase, normally once per year. Advance notice of any increase will be provided in writing before any fees are charged at an increased rate.

Statements for services rendered will be submitted monthly, to more effectively monitor time and expenses as they are incurred. Our computerized billing format will provide you with a description of the efforts we have undertaken on your behalf.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services we may quote a flat fee. It is our policy not to accept representations on a flat fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

Out-of-Pocket Expenses

We typically incur, and advance on behalf of our clients, a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will carefully itemize and bill them. Typical of such costs are long distance telephone charges; messenger, courier, express delivery charges and certain other postage; facsimile; printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements for direct billing have been made); and computer assisted legal research charges at an amount that reasonably reflects the cost we incur. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree to pay these costs on a regular basis.

Retainer and Trust Agreements

New clients of the firm are routinely asked to deposit a retainer with the firm. This retainer will be held in trust to be applied to the final bill. By mutual agreement it may be applied against earlier bills. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees, it may have to be increased. Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By law, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation established by the Arizona Supreme Court. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination

You may terminate our representation at any time, with or without cause by notifying us. If such termination occurs, your papers and property will be returned to you promptly. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Code of Professional Responsibility adopted by the Arizona Supreme Court, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we immediately give the client written notice of our withdrawal.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 10 days of receiving our statement. Fees and disbursements not paid within 60 days are subject to a late charge of 1.5 percent per month (18% per annum).

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

Conclusion of Representation

Unless previously terminated, our representation in the specified matter will conclude when we send our final statement for services rendered.

Binding Arbitration of Fee Disputes

If you disagree with the amount of our fee, please take up the question with your primary attorney contact or with the firm's executive committee. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any dispute relating to payment of attorney fees which cannot be resolved in this manner shall be submitted to binding arbitration before the Committee of the State Bar of Arizona on Arbitration of Fee Disputes.

Notice Required by Law Regarding Privacy of Your Personal Information

Federal law requires financial service providers, which may include attorneys, to inform their non-business clients of their policies regarding protecting the privacy of client information.

Gust Rosenfeld attorneys are bound by professional standards of confidentiality more stringent than those required by the Federal law. The Firm will protect our clients' confidential information.

Types of Nonpublic Personal Information That We Collect

We only collect nonpublic personal information about our clients that is provided to us by clients or obtained by us with their authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required by law or permitted by our clients.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. In order to guard clients' nonpublic personal information, we maintain physical and procedural safeguards that comply with professional standards for law firms.



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ANDREW MCGUIRE 602-257-7664 amcguire@gustlaw.com

May 13, 2025

Chairman and District Board District Manager Joshua Plumb Glenn Lopez Daniel Stroud KaylaAnn Mendoza John Rogala Angelina Sierra Abigail Hubler Brian Fryhover Burton Shotton Christopher Wanamaker Pinal County Flood Control District, Arizona

Re: E.R. 1.4 "Client Representative"

Dear Chairman, Board and District Staff:

The Arizona Supreme Court establishes rules of professional responsibility for attorneys. These rules were updated as of January 1, 2025, with new obligations for government lawyers. Government lawyers are now expected to provide the government officials they advise with a written explanation of the relationship between attorneys and officials. The main purpose of this rule is to emphasize that government lawyers represent the organization, rather than the individual officials of that organization.

As required by these new rules, we are writing to remind you that we represent the Pinal County Flood Control District (the "District") and that you usually are not our individual client. There are times in which our duty to the District may even conflict with your desires or interests as an individual official. An easy example of this would be when you disagree with a majority vote of the Board; in that situation, we will take direction from the majority.

The new rules emphasize that government lawyers will often look to one or more officials as the "client representative," or person with decision-making authority for the organization. Here in the District, the District's "representative" will usually be either a majority of the Board, the District Manager, District Engineer or Floodplain Administrator. In some cases, the District may have previously identified, or may identify in the future, a different representative through action Pinal County Flood Control District E.R. 1.4 "Client Representative" May 13, 2025 Page 2

of the Board. This may be the Chairman or an employee who has been charged with the authority to make a specific decision, such as the Floodplain Administrator.

When you serve as the "client representative," we will treat you as the District's voice for the decision at issue. Even in such cases, you will usually not be our individual client. However, there may be times in which our representation of the District also includes representation of individual District officials.

If and when circumstances cause you to be our individual client, we will inform you of the timing and scope of that representation. This is most likely to occur in the context of a lawsuit against the District in which you have been personally named. In such cases, your right to a separate defense will depend on your exposure to liability and on whether you were acting in your official capacity. These factors will be analyzed and communicated to you at the onset of any such litigation; if you are ever uncertain, please let us know right away.

In the interest of maximum clarity, we are including relevant quotes from the new rules referenced in this letter. If we did not explain them well, you may glean a better understanding from the following direct quotes from E.R. 1.4:

A government lawyer must proactively identify and provide the appropriate client representative with written confirmation of the scope and pertinent details of the government lawyer's representation. The writing must also confirm that the client representative is usually not an individual client of the government law firm.

Furthermore:

A government lawyer must advise government officials, as well as any other client representative when appropriate, of the identity of the lawyer's client, the nature of the relationship between the government lawyer and the client representative, the potential impact of the government lawyer's other legal duties on the representation, and the circumstances under which a client representative may be treated as a separate client of the government lawyer.

Under the rules, we are required to re-send this letter each time a new "client representative" comes on board. We apologize in advance for the necessary future letters. Hopefully, that will not happen too often. Please do not hesitate to reach out if you desire additional information on this topic.

Sincerely. drew McGuire

For the Firm



6/18/2025 Board Meeting Room

REQUESTED BY: Funds #: Dept. #: Dept. Name: Clerk of the Board Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION: Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

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6/18/2025 Board Meeting Room

REQUESTED BY: Funds #: Dept. #: Dept. Name: Clerk of the Board Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION: Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

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MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on <u>Wednesday, June 18, 2025 at 9:30 AM</u> in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at ClerkoftheBoard@pinal.gov for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, June 13, 2025, around 11:00 AM the Regular Agenda, Flood Control District Agenda, and Executive Session as follows:

- 1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
- 2. County Website under Agendas & Meetings located at Pinal.gov
- 3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 13th day of June, 2025.



Natasha Kennedy Clerk of the Board of Supervisors Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS

1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | T: 520-866-6068 www.pinal.gov