

**TOWN COUNCIL OF DEWEY-HUMBOLDT
REGULAR MEETING NOTICE**

Tuesday, June 3, 2014, 6:30 P.M.

**COUNCIL REGULAR MEETING
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL
DEWEY-HUMBOLDT, ARIZONA**

AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

1. Call To Order.

2. Opening Ceremonies.

2.1. Pledge of Allegiance.

2.2. Invocation.

3. Roll Call. Town Council Members Jack Hamilton, Mark McBrady, Dennis Repan, Sonya Williams-Rowe, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan.

4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

4.1. Volunteer of the Year Award and Certificate Presentations.

5. Town Manager's Report. Update on Current Events.

5.1. Council Budget Discussion Recap from June 3rd Budget Workshop meetings.

6. Consent Agenda.

6.1. Minutes. Minutes from the May 13, 2014 Work Session and May 14, 2014 Special Training Meeting.

7. Comments from the Public (on non-agendized items only). The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for

discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

8. **Discussion Agenda – Unfinished Business.** Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

9. **Discussion Agenda – New Business.** Discussion and Possible Action on matters not previously presented to the Council.

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9.1. Yavapai County Sheriff's Office Public Safety Intergovernmental Agreement.

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9.2. Ordinance 14-106 Consolidated Election Assumption of Duties.

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9.3. Reinstate the Concept of "Community Non-Profit Program". [CAARF requested by VM Alen]

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9.4. Discussion and possible action regarding acquisition of property through donation and possibly to approve Resolution No. 14-111, authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 12938 E. Main Street (402-10-026A) on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition. The Council may, by majority vote, recess the regular meeting, hold an executive session, and then reconvene the regular meeting for discussion and possible action on this item.

9.4.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(7) Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located at 12938 E. Main Street in Dewey-Humboldt.

9.4.2. Reconvene into Regular Meeting.

10. Public Hearing Agenda.

THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.

11. Comments from the Public. The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. The total time for Public Comment is 3 minutes per person. The audience is asked to please be courteous and silent while others are speaking.

12. Adjourn.

For Your Information:

Next Town Council Meeting: Tuesday, June 17, 2014, at 6:30 p.m.

Next Planning & Zoning Meeting: Thursday, June 5, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, June 10, 2014, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the ____ day of _____, 2014, at ____ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.
By: _____, Town Clerk's Office.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL SESSION MEETING MINUTES
TUESDAY, MAY 13, 2014, 2:00 P.M.**

A SPECIAL STUDY SESSION MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MAY 13, 2014, AT THE DEWEY-HUMBOLDT TOWN COUNCIL CHAMBERS AT 2735 S. HIGHWAY 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** The meeting was called to order at 2:00PM.

2. **Roll Call.**

2.1. Town Council. Town Council Members Jack Hamilton, Mark McBrady (arrived at 2:08PM), Dennis Repan and Nancy Wright, Vice Mayor Arlene Alen and Mayor Terry Nolan were present; Town Council Member Sonya Williams-Rowe was absent.

3. **Study Agenda.** No legal action to be taken.

3.1. Potential Board of Adjustment on-site training with Attorney. Discussion of whether to hold a training and possible dates for training (afternoon of May 14 or May 19).

There was discussion about inviting the attorney to conduct an on-site training for the Council's upcoming Board of Adjustment hearing. Councilmember McBrady arrived at 2:08PM. Councilmember Hamilton stated he had specific legal questions to ask; other Councilmembers also expressed interest in training in addition to the materials previously received. The Council came to consensus about scheduling the training for May 14, 2014 at 4:00PM.

3.2. Determine process and procedures for TC meeting guests, speakers, presentations, reports etc. in compliance with Open Meeting law, Election Law, AG protocols & Towns legal advisor. [CAARF requested by VM Alen]

Vice Mayor Alen spoke on the need for a process to handle someone who wants to do a presentation before Council, noting that the process is obvious to us internally, but not to a guest presenting to Council. There was discussion about agendaizing the item in such a way that Council can ask questions and have discussion with the presenter. Councilmember Wright suggested the Attorney may have a sample process. Town Manager Kimball will contact the Attorney to see if they have something the Town can review; she will bring it back for discussion.

3.3. P&Z priority task assignment. [CAARF requested by VM Alen]

Vice Mayor Alen suggested having the Planning & Zoning Commission review the Animals (and their structures, kennels) portion of the Code with the intent of revising and updating it, looking for missing links, missing definitions, also looking at exotic animals and whether to keep them as pets, etc., much the same as P&Z did with the Sign Code. There was discussion about having P&Z look at this particular section and how it applies to Dewey-Humboldt since this Code was devised from the County's regulations. Council came to consensus to send this item to the Planning & Zoning Commission for review.

3.4. Unresolved power-line relocation issue at River Rd./Deer Pass and potential partnership with Arizona Public Service (APS) as a solution.

Town Manager Kimball stated this issue was brought to her attention a few weeks ago and she conducted some research on the subject. Bottom line is the area of River Road and deer Path has nice trees creating shade on both side of the road. In 2010 some citizens approached Council to decide what to do with the trees in terms of the power lines and safety. APS trims trees as a safety measure and citizens were concerned it would be done in such a way as to hurt the trees. There was previously discussion about shifting the power lines from overhead to underground but no action was taken. This subject has come up again and APS proposed an estimate of almost \$17,000 to do the underground work, splitting the work 50/50 between the Town and APS and APS is ready to proceed. There was discussion on this item. The Mayor stated that APS plans to go underground as close to the road as they can, about 2 feet in depth and they do not think they will damage the roots of the trees. Town Manager Kimball stated the Town can absorb the cost in the current year's budget. Council came to consensus on moving forward with the project. Town Manager Kimball will come back to Council to approve cost since it is over \$5,000.

4. Special Session. Legal Action can be taken.

4.1. To determine Town policy concerning the metering of exempt wells. [CAARF requested by CM Hamilton] Possible action.

Councilmember Hamilton spoke on his belief that the Town Manager, as a member of Groundwater Users Advisory Council, should take a stance that represents the Council and people of the Town opposing the metering of wells. There was discussion in favor of the Town Manager taking the position of the Council and Town; there was discussion about giving the Town Manager the latitude to do her job. There was no consensus reached on this item.

4.2. Town staff absence and overall staffing situation and the immediate need for temporary or permanent position(s). Town Manager presentation, Council discussion and possible action to authorize (or not) temporary and/or permanent positions.

Town Manager Kimball spoke on the Community Development Coordinator position vacancy (Mr. Colvin has been out of the office due to medical reasons), his absence has created some difficulties and the office has come together to cover; she spoke on Administrative Assistant position vacancy (Ms. Garfield resigning effective 5/23/14); Town Manager Kimball asked for authorization to hire a temporary person to fill in Community Development; for Administrative Assistant she plans to fill it, Council authorization not necessary. Council came to consensus to let the Town Manager handle the situations at her discretion.

4.3. Whether to hold additional special session(s) this month. This is an established agenda item for Council's discussion on whether to add an additional special study session and if so, to set the date.

There was discussion and the consensus was to wait and decide if they needed another meeting after the next budget meeting.

5. **Comments from the Public.** None.
6. **Adjourn.** The meeting was adjourned at 3:18PM.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL TRAINING SESSION MINUTES
WEDNESDAY, MAY 14, 2014 AT 4:00 P.M.**

A SPECIAL TRAINING SESSION OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON WEDNESDAY, MAY 14, 2014 AT TOWN HALL AT 2735 SOUTH HIGHWAY 89, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call to Order.** The meeting was called to order at 4:00 p.m. Mayor Nolan presided.

2. **Roll Call.**

2.1 Town Council. Town Councilmembers Mayor Terry Nolan, Jack Hamilton, Mark McBrady (arrived late at 4:30 pm), Dennis Repan, Nancy Wright and Sonya Williams-Rowe. Vice Mayor Arlene Alen was absent.

3. **Special Training Meeting Agenda.** No legal action to be taken.

3.1 Training for Council as Board of Adjustment (BOA).

Town Attorney Goodwin conducted the training regarding the Council's role when it is serving as a Board of Adjustment. She said the Board of Adjustment is a quasi-judicial board that is required to be established by law. It provides for due process to individuals who may not be able to meet the strict requirements of the Zoning Code. She said that the Zoning Code is a comprehensive document that is prepared over many months by Town staff, the Planning and Zoning Commission and the Town Council, with input from the public. It is adopted after public hearings and after much deliberations. The Zoning Code should reflect what the community and the Town Council want in terms of land use. She said that a variance is a departure from the requirements of the Zoning Code and, because of the importance of the Zoning Code to the Town, variances should be very carefully considered before they are granted.

Ms. Goodwin said that the Board of Adjustment is a quasi-judicial board and is therefore different from the advisory committees of the Town. It serves as a "judge" and arbiter of facts. Records of the Board are public records. She said that most cases that are heard before the Board are variances but that the Board also has jurisdiction over appeals of interpretations of the Zoning Code. As a quasi-judicial body, ex parte communications are prohibited. She said that an ex parte communication is a communication related to a matter to be heard by members of the Board from one side of an issue and not the other. She said the prohibition against ex parte communications is not applied between Board Members and Town staff. It also does not prohibit visits to the site of an application, receipt of expert opinions or review of correspondence related to the proceedings. She recommended that if a Board Member inadvertently engages in an ex parte communication, that communication

must be disclosed by placing it in the public records. In answer to a question from Councilmember Hamilton, she said that the disclosure could be attached to the minutes of the meeting.

Ms. Goodwin described the Board of Adjustments duties. Under the Dewey-Humboldt Zoning Code, the Board of Adjustment hears applications for variances, hears appeals from decisions of the Zoning Administrator on applications for minor adjustments, hears appeals from decision or interpretation made by the Zoning Administrator of the Zoning Code and hears appeals from a hearing officer's decision regarding a complaint.

Ms. Goodwin said that a variance is permission to depart from the literal requirements of the Zoning Code by virtue of a unique hardship due to special circumstances regarding the person's property. It provides relief from the strict application of the Zoning Code where the strict application would deprive the owner of privileges enjoyed by similar properties. She said a variance may not be granted for change of use. She said that most importantly a variance may not be granted if the special circumstances applicable to the property are self-imposed. In answer to questions from the Council, Ms. Goodwin said that hardships that require a variance are hardships related to the topography and geography of the parcel and does not include financial hardships. Councilmember Hamilton said that at a seminar he went to there was a discussion of having to grant variances for certain medical reasons. Ms. Goodwin explained the requirements of the Americans with Disabilities Act and the requirement that reasonable accommodation be made in the application of the Zoning Code for persons with disabilities. She said that it is not a variance but it is a reasonable accommodation requirement.

Ms. Goodwin described the findings that are required in order to grant a variance as set forth in the Zoning Code. She described how those findings might be made. If it is clear from the discussions that the application meets the requirements of the law, one motion to approve the variance may be made referencing each of the required findings and including facts supporting those findings. On the other hand, if it appears the Councilmembers may disagree as to the findings, it is common to vote on each of the findings and then have one vote at the end approving the variance. If all of the required findings cannot be made, the variance cannot be approved. Ms. Goodwin emphasized that each finding should be supported by facts. In answer to questions from the Council, she said that an appeal to the Superior Court is based on the record and is not a trial de novo.

Ms. Goodwin briefly reviewed the handout that sets forth a suggested order of proceedings of the Board of Adjustment hearing. The Council recesses the Council Meeting and convenes the Board of Adjustment. The Mayor introduces the case and opens the public hearing. Staff presents its report and responds to questions from

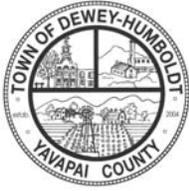
Board Members and then the applicant presents its case. Then the Mayor opens the public hearing and the public presents its comments. It is appropriate to let the applicant rebut comments made from the public or staff. Staff is available to answer any questions and then the public hearing is closed. The Board then deliberates and decides the case. Councilmember Hamilton asked whether the decision has to be made at that time or can it be made at a later date. Ms. Goodwin said that the Board may continue the hearing to a later date but that a decision must be made within thirty days. Ms. Goodwin answered questions from the Board regarding procedures.

4. **Adjourn.** The meeting was adjourned at 5:05 p.m.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8562 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR SESSION
June 3, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.1 Intergovernmental Agreement (IGA) with Yavapai County Sheriff's Office (YCSO)

To: Mayor and Town Council Members
From: Yvonne Kimball, Town Manager

Date submitted: May 30, 2014

Summary: Enclosed you will find three versions of the IGA with YCSO.

Version 1: Originally introduced and adopted by Yavapai County in April.

Version 2: D-H attorney reviewed Version 1 (IGA provided to her on May 6) and provided some changes to the indemnification clause and added "immigration law compliance warranty".

Version 3: Yavapai County attorney reviewed Version 2 and countered the changes D-H attorney made by primarily restoring the indemnification clause.

Attorneys are aware of the changes. As Fiscal Year 2013-2014 is nearing the end, YCSO desires that the IGA be executed by both parties by June 30, 2014. We hope that by the time of the meeting, both legal counsels can reach a mutually agreed upon version.

Separately, a few other IGA's are being discussed among the legal counsels for the town and the county. "Indemnify" appears to be a common issue for all IGA's being reviewed so far.

After recording, please return to:
Clerk of the Board
Yavapai County
1015 Fair Street
Prescott, AZ 86305

**INTERGOVERNMENTAL AGREEMENT
TOWN OF DEWEY-HUMBOLDT/YAVAPAI COUNTY
LAW ENFORCEMENT SERVICES**

This Agreement is entered into this ___ day of _____ 2014, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter the "Town"), and Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County").

RECITALS

WHEREAS, the County, through the Yavapai County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services in the unincorporated areas of Yavapai County, including the areas surrounding the corporate boundaries of the Town;

WHEREAS, the Town wishes to provide for enhanced law enforcement services in order to protect persons and property within its municipal boundaries;

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides enhanced law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS §11-952 to enter into agreements for joint or cooperative action:

NOW, THEREFORE, the parties agree as follows.

1. **Enhanced Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To continue providing three (3) full-time Deputy Sheriff positions during the initial term of this Agreement and any renewals thereof for the purpose of providing the enhanced law enforcement services as described herein.
 - b. To assign an additional patrol officer position to Sheriff's Patrol Sector 1 (as identified in *Attachment 1* to this Agreement) on a daily basis during the 6 A.M. – 4 P.M. shift and the 4 P.M. – 2 A.M. shift to respond to calls originating from within the Town's corporate limits.
 - c. To assign a patrol officer position within the area constituting Sheriff's Patrol Sectors 1, 2, and 3 (as identified in *Attachment 1* to this Agreement) as needed on a daily basis between the hours of 2 A.M. and 6 A.M. to respond to calls originating from within the Town's corporate limits.
 - d. To provide the subject services in accord with the additional terms and conditions as specified in *Attachment 2* to this Agreement.

- e. To be responsible, except as expressly provided herein, for all payment of all costs of providing enhanced law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries benefits, support services, capital equipment and facilities, supplies and vehicle operating costs.
2. **Enhanced Service Standards.** With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:
 - a. That the County's obligation to provide enhanced law enforcement services is expressly limited to the continuation of the Deputy positions, the deployment of personnel in the manner provided herein subject to the additional terms and conditions as set forth in *Attachment 2* to this Agreement.
 - b. That, by agreeing to provide enhanced law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
 - c. That officers assigned to patrol sectors pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits.
 3. **Payment for Enhanced Services.** In consideration for the County's agreement to provide enhanced law enforcement services as described herein and the Ancillary and Support Services as set forth in *Attachment 2*, the Town agrees to pay the annual sum of Three Hundred Sixty Six thousand, Two Hundred Thirty Eight Dollars (\$366,238) (the "Payment"). Payment shall be made in twelve (12) equal installments of Thirty thousand Five hundred Nineteen Dollars and Eighty Three Cents (\$30,519.83), with each installment to be due and payable no later than the fifth (5th) day of each month during the effective term of this Agreement. The amount of this Payment may be administratively adjusted in writing as of the anniversary date of the Agreement in any extension year (as outlined in § 5) without further action of the legislative bodies of the parties, for only so long as the change in Payment does not exceed five percent (5%) in any one (1) year and for so long as neither party unilaterally demands a change in the Scope of Services. For subsequent renewals pursuant to Section 5 of this Agreement, the County shall annually calculate the amount to be paid by the Town for the proposed renewal term, using the payment worksheet attached hereto as *Attachment 3*. The worksheet shall be provided to the Town no less than one hundred twenty (120) days prior to the effective date of said renewal. In the event the proposed payment increase does not exceed five percent (5%) over the current payment, the agreement shall be deemed automatically renewed of the amount of the proposed payment. In the event that the proposed payment increase exceeds five percent (5%) the Agreement may be renewed for a payment amount as agreed by the parties.
 4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to meet as required with citizens and Town staff.

5. **Term of Agreement; Records.** The term of this agreement shall commence on July 1, 2014 and shall terminate on June 30, 2015, unless automatically extended as follows. It shall thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) days prior to the expiration of the then-current term. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. **Indemnification and Insurance.** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents or the parties hereto.
13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been delivered upon personal delivery, or as of the second business day after mailing by United States postage prepaid, addressed as follows:

Dewey-Humboldt: Town of Dewey-Humboldt
Town Manager
P.O. Box 69
Humboldt, AZ 86329

Yavapai County: Yavapai County
County Administrator
1015 Fair Street
Prescott, AZ 86305

With copy to: Yavapai County Sheriff
255 East Gurley Street
Prescott, AZ 86301

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

14. **Recording.** This Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.
15. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
16. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
17. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.

APPROVALS

YAVAPAI COUNTY



Rowle Simmons, Chair of the Board

Date: 4/7/14

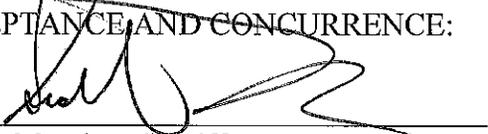
ATTEST:



Ana Wayman - Trujillo, Clerk of the Board

Date: 4/7/14

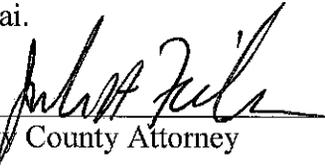
ACCEPTANCE AND CONCURRENCE:



Scott Mascher, Sheriff

Date: _____

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.



Deputy County Attorney

D/H SO IGA FY2011

TOWN OF DEWEY-HUMBOLDT

Terry Nolan, Mayor

Date: _____

ATTEST:

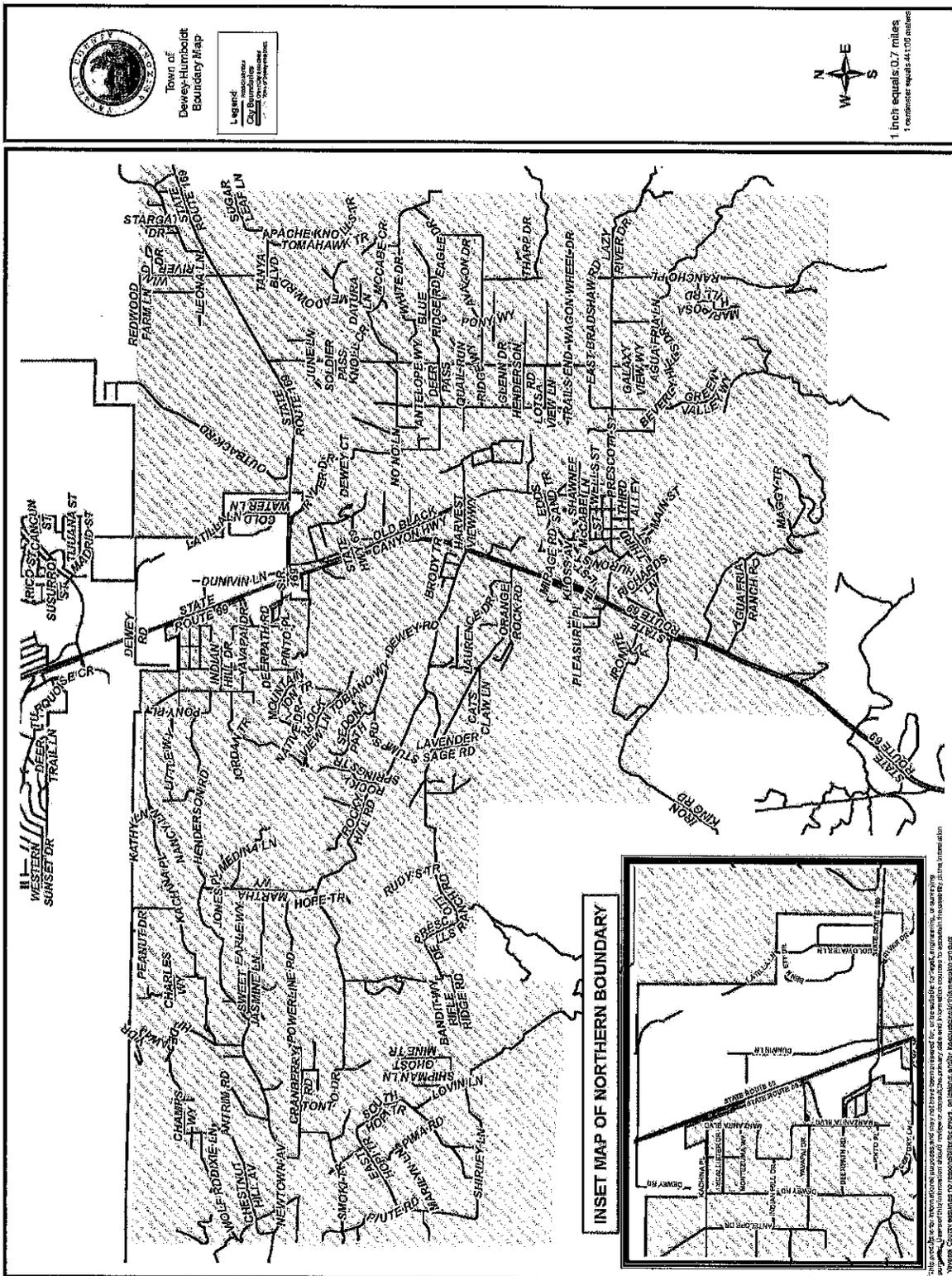
Judy Morgan, Town Clerk

Date: _____

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Dewey-Humboldt, who has determined that the agreement is in proper form and is within the powers and authority under the laws of this State to the Town of Dewey-Humboldt.

Susan Goodwin, Town Attorney

Yavapai County Sheriff's Office -Patrol Zone Map



DEWEY-HUMBOLDT/YAVAPAI COUNTY IGA
SCOPE OF SERVICE

1. Ancillary Services.

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Yavapai County Sheriffs Office shall provide the following ancillary services:

- Canine unit
- SWAT team
- Mobile command post availability
- Animal Control Services
- Humane Society contracts
- VIP volunteer services
- Organizing Neighborhood Watch groups and conducting periodic Neighborhood Watch meetings.
- Organize Business Watch groups
- Perform security inspections for residences and businesses
- Facilitate "Community Advisory Partnership" meetings
- Organize or participate in community events with public safety displays or demonstrations to educate on drug awareness, burglary and theft prevention, personal safety and others.

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriffs Office Patrol Area 1 prior to the execution of this Agreement and are not subject to enhancement unless expressly provided herein.

2. Support Services.

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Yavapai County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary Services at the levels specified herein:

- Sergeant supervision
- Crime investigations
- Dispatch services.
- Clerical services and supplies
- Patrol vehicles to include payment of all costs of operation.

Town of Dewey-Humboldt Fiscal year 2014-2015

Annual Personnel Costs \$278,667

\$49,698	Average Deputy Salary (62-16)
\$29,921	Employee Benefits
\$79,619	Total Salary + Benefits

Annual vehicle Costs \$45,771

2013/2014 \$.57/mile (includes fuel cost/maintenance/depreciation)
 \$.57/mile x 110 miles/shift (2) x 365 days/year = \$45,771
\$45,771 Total Annual Vehicle Cost

Support Services Costs \$41,800

Costs based on 15% of personnel costs

Budget Cost Summary

- Personnel Costs

YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.

20 hrs/day x 7 days/week = 140 hours/week

140hrs / wk

===== 3.5 deputies

40hrs / deputy / wk

\$79,619 x 3.5 deputies = \$278,667

- Vehicle Costs

\$0.57/mile x 110 miles/shift (2) x 365 days/year = \$45,771

- Support Services Costs

15% of Salaries

\$278,668 x 15% = \$41,800

- Total Budget Cost FY 2014/2015

\$278,667 + \$45,771 + \$41,800 = \$366,238



YAVAPAI COUNTY SHERIFF'S OFFICE

COMMUNITY SERVICES CONTRACT

FOR THE TOWN OF DEWEY-HUMBOLDT

2014-15

The Town of Dewey-Humboldt has had law enforcement services provided by the Yavapai County Sheriff's Office since its incorporation in 2004. This Community Focused partnership with Regional Assets from the Sheriff's Office has helped keep the crime rate of Dewey-Humboldt one of the lowest in Yavapai County.

The contract amount for 2014-15 is \$366,238

The agreement continues the existing level of service which is described as follows:

Patrol:

There will be at least one deputy in Town from 6:00 a.m. until 2:00 a.m. every day and a nearby deputy to respond to calls between 2:00 a.m. and 6:00 a.m. each day. Backup officers are assigned to cover times when Deputies are sick, in training, or in court, and to cover when vacancies occur. Backup officers are also dispatched whenever a crime in progress is reported, which includes domestic violence calls, and most Part 1 Crimes.

Animal Control:

Animal Control Officers are on-call daily to enforce the Town's Animal Control Ordinance, as well as all state laws dealing with animal cruelty and neglect. The Sheriff's Office also funds shelter services provided by the Yavapai Humane Society.

Criminal Investigations Bureau:

Major crimes such as part one crimes or acts necessitating specialized training are investigated by detectives trained in the various crime types such as crimes against children, burglary, robbery, drug dealing, sex offenses, homicide, and arson. The property and evidence unit within CIB maintains secure storage, control, disposition and security of evidence and seized property.



YAVAPAI COUNTY SHERIFF'S OFFICE

Support Services:

Yavapai County Sheriff's Office support services provides around the clock dispatch services for calls from citizens including 911 referrals to all emergency services, which includes the most modern Computer Aided Dispatch programs. Records are maintained, reviewed, retrieved and disseminated for incidents, arrests & traffic violations, which includes all mandated federal reporting.

Management services:

A designated law enforcement manager is responsible for overall supervision and policy administration 24 hours per day, seven days a week.

The Sheriff's Office conducts recruiting, extensive background investigations, and training of all new officers while maintaining staffing levels within the Town of Dewey Humboldt. This is a 9 month process from the time a person is hired until they are certified and able to patrol on their own. Supervision of all Deputies is provided by Sergeants on each shift 24 hours a day.

Backup vehicles are used whenever service or repair takes a vehicle out of service, and vehicles are replaced when circumstances dictate. Volunteer services are included, which provide business security checks, residential vacation checks, search and rescue, prisoner transports, and school security.

Specialized area-wide services:

SWAT, Child Abduction Response Team, Search and Rescue, and Partners Against Narcotics Trafficking services are available as needed by the Town.

2014-15 Change resulting in an increase of \$8,708 (2.5%)

\$7,572	Personnel Benefits Increase
\$1,136	Support Services Increase
\$8,708	

After recording, please return to:
Clerk of the Board
Yavapai County
1015 Fair Street
Prescott, AZ 86305

**INTERGOVERNMENTAL AGREEMENT
TOWN OF DEWEY-HUMBOLDT/YAVAPAI COUNTY
LAW ENFORCEMENT SERVICES**

This Agreement is entered into this ___ day of _____ 2014, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (hereinafter the "Town"), and Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County").

RECITALS

WHEREAS, the County, through the Yavapai County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services in the unincorporated areas of Yavapai County, including the areas surrounding the corporate boundaries of the Town;

WHEREAS, the Town wishes to provide for enhanced law enforcement services in order to protect persons and property within its municipal boundaries;

WHEREAS, the parties have determined that an Agreement whereby the Sheriff's Office provides enhanced law enforcement services within the Town's corporate limits will allow the Town to better protect persons and property within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS §11-952 to enter into agreements for joint or cooperative action:

NOW, THEREFORE, the parties agree as follows.

1. **Enhanced Law Enforcement Services.** For the consideration to be paid by the Town as specified herein, the County, through its Sheriff's Office, agrees to the following:
 - a. To continue providing three (3) full-time Deputy Sheriff positions during the initial term of this Agreement and any renewals thereof for the purpose of providing the enhanced law enforcement services as described herein.
 - b. To assign an additional patrol officer position to Sheriff's Patrol Sector 1 (as identified in *Attachment 1* to this Agreement) on a daily basis during the 6 A.M. – 4 P.M. shift and the 4 P.M. – 2 A.M. shift to respond to calls originating from within the Town's corporate limits.
 - c. To assign a patrol officer position within the area constituting Sheriff's Patrol Sectors 1, 2, and 3 (as identified in *Attachment 1* to this Agreement) as needed on a daily basis between the hours of 2 A.M. and 6 A.M. to respond to calls originating from within the Town's corporate limits.
 - d. To provide the subject services in accord with the additional terms and conditions as specified in *Attachment 2* to this Agreement.

- 1 -

[File: 1908-004-0000-0000; Desc: Yavapai Co Law Enforcement Services 2014 5-23-14; Doc#: 192322v3](#)

- e. To be responsible, except as expressly provided herein, for all payment of all costs of providing enhanced law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries benefits, support services, capital equipment and facilities, supplies and vehicle operating costs.
2. **Enhanced Service Standards.** With respect to the County's obligation to provide enhanced law enforcement services pursuant to this Agreement, the parties understand and agree:
- a. That the County's obligation to provide enhanced law enforcement services is expressly limited to the continuation of the Deputy positions, the deployment of personnel in the manner provided herein subject to the additional terms and conditions as set forth in *Attachment 2* to this Agreement. In the event the event the services described in Paragraph 1 of this Agreement are reduced due to failure to continue the all or some of the Deputy positions, the compensation set forth in this Agreement shall be proportionately reduced.
 - b. That, by agreeing to provide enhanced law enforcement services, the County does not warrant or guarantee a specific response time for calls originating from within the Town's corporate limits.
 - c. That officers assigned to patrol sectors pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the Town's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the Town's corporate limits.
3. **Payment for Enhanced Services.** In consideration for the County's agreement to provide enhanced law enforcement services as described herein and the Ancillary and Support Services as set forth in *Attachment 2*, the Town agrees to pay the annual sum of Three Hundred Sixty Six thousand, Two Hundred Thirty Eight Dollars (\$366,238) (the "Payment"). Payment shall be made in twelve (12) equal installments of Thirty thousand Five hundred Nineteen Dollars and Eighty Three Cents (\$30,519.83), with each installment to be due and payable no later than the fifth (5th) day of each month during the effective term of this Agreement. The amount of this Payment may be administratively adjusted in writing as of the anniversary date of the Agreement in any extension year (as outlined in § 5) without further action of the legislative bodies of the parties, for only so long as the change in Payment does not exceed five percent (5%) in any one (1) year and for so long as neither party unilaterally demands a change in the Scope of Services. For subsequent renewals pursuant to Section 5 of this Agreement, the County shall annually calculate the amount to be paid by the Town for the proposed renewal term, using the payment worksheet attached hereto as *Attachment 3*. The worksheet shall be provided to the Town no less than one hundred twenty (120) days prior to the effective date of said renewal. In the event the proposed payment increase does not exceed five percent (5%) over the current payment, the agreement shall be deemed automatically renewed of the amount of the proposed payment. In the event that the proposed payment increase exceeds five percent (5%) the Agreement may be renewed for a payment amount as agreed by the parties.

4. **Local Facilities.** The Town shall provide space within or near Town offices that will allow Sheriff's personnel to prepare and file reports, maintain records as needed and to meet as required with citizens and Town staff.
5. **Term of Agreement; Records.** The term of this agreement shall commence on July 1, 2014 and shall terminate on June 30, 2015, unless automatically extended as follows. It shall thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one hundred twenty (120) days prior to the expiration of the then-current term. Both parties will have access to the other party's records with respect to this Agreement for the period of three (3) years following the termination of this Agreement.
6. **Indemnification and Insurance.** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") 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 ~~or as a result of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the~~ act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this Paragraph 6 shall survive the termination of this Agreement.

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County shall purchase and maintain such insurance and designate Town as an additional insured in an amount deemed appropriate by Town with a minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for personal injury and one million (\$1,000,000) per occurrence/aggregate for property damage as will protect it and the Town from claims set forth below which may arise out of or result from County's operations under this Agreement, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Certificates of insurance acceptable to Town and designating the Town of Dewey-Humboldt as an additional insured shall be filed with Town prior to commencement of this Agreement. The certificate shall contain a provision that coverage is supported and that the policies will not expire, be cancelled or changed during the term of this Agreement. Such insurance shall cover:

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- a. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees;
- b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- c. Claims for damages insured by usual personal injury liability insurance which are sustained (1) by any person as a result of any offense whether directly or indirectly related to the employment of such person by County or (2) by any other person;

d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

~~6.~~

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7. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
9. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party the Party claiming breach shall provide written notice to the other Party said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
12. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents or the parties hereto.
13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been delivered upon personal delivery, or as of the second business day after mailing by United States postage prepaid, addressed as follows:

Dewey-Humboldt: Town of Dewey-Humboldt
Town Manager
P.O. Box 69
Humboldt, AZ 86329

Yavapai County: Yavapai County
County Administrator
1015 Fair Street

- 4 -

File: 1908-004-0000-0000; Desc: Yavapai Co Law Enforcement Services 2014 5-23-14; Doc#: 192322v3

Prescott, AZ 86305

With copy to: Yavapai County Sheriff
255 East Gurley Street
Prescott, AZ 86301

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

14. **Recording.** This Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.
15. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
16. **Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.
17. **Disposition of shared assets.** Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.
18. **Immigration Law Compliance Warranty.** As required by A.R.S. § 41-4401, County hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). County further warrants that after hiring an employee, County verifies the employment eligibility of the employee through the E-Verify program. If County uses any subcontractor in performance of the enhanced law enforcement services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Contract.

17.

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APPROVALS

YAVAPAI COUNTY

TOWN OF DEWEY-HUMBOLDT

Rowle Simmons, Chair of the Board
Date: _____

Terry Nolan, Mayor
Date: _____

ATTEST:

ATTEST:

Ana Wayman - Trujillo, Clerk of the Board
Date: _____

Judy Morgan, Town Clerk
Date: _____

ACCEPTANCE AND CONCURRENCE:

Scott Mascher, Sheriff
Date: _____

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Dewey-Humboldt, who has determined that the agreement is in proper form and is within the powers and authority under the laws of this State to the Town of Dewey-Humboldt.

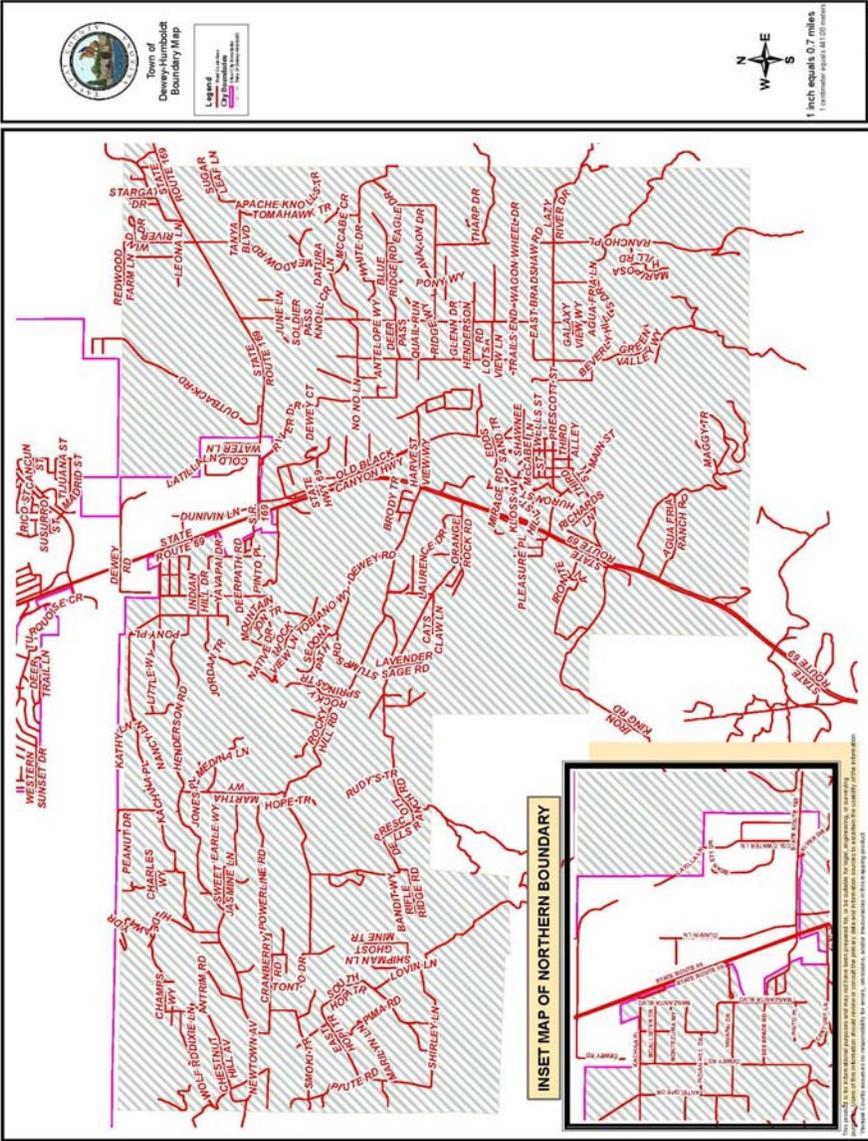
Deputy County Attorney

Susan Goodwin, Town Attorney

D/H SO IGA FY2011

ATTACHMENT 1

Yavapai County Sheriff's Office -Patrol Zone Map



ATTACHMENT 2

**DEWEY-HUMBOLDT/YAVAPAI COUNTY IGA
SCOPE OF SERVICE**

1. Ancillary Services.

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Yavapai County Sheriffs Office shall provide the following ancillary services:

- Canine unit
- SWAT team
- Mobile command post availability
- Animal Control Services
- Humane Society contracts
- VIP volunteer services
- Organizing Neighborhood Watch groups and conducting periodic Neighborhood Watch meetings.
- Organize Business Watch groups
- Perform security inspections for residences and businesses
- Facilitate "Community Advisory Partnership" meetings
- Organize or participate in community events with public safety displays or demonstrations to educate on drug awareness, burglary and theft prevention, personal safety and others.

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriffs Office Patrol Area 1 prior to the execution of this Agreement and are not subject to enhancement unless expressly provided herein.

2. Support Services.

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Yavapai County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary Services at the levels specified herein:

- Sergeant supervision
- Crime investigations
- Dispatch services.
- Clerical services and supplies
- Patrol vehicles to include payment of all costs of operation.

**Town of Dewey-Humboldt
Fiscal year 2014-2015**

Annual Personnel Costs \$278,667

\$49,698 Average Deputy Salary (62-16)
\$29,921 Employee Benefits
\$79,619 Total Salary + Benefits

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Costs based on 15% of personnel costs

Budget Cost Summary

- **Personnel Costs**
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140hrs / wk
===== 3.5 deputies
40hrs / deputy / wk
\$79,619 x 3.5 deputies = \$278,667
- **Vehicle Costs**
\$0.57/mile x 110 miles/shift (2) x 365 days/year = **\$45,771**
- **Support Services Costs**
15% of Salaries

\$278,668 x 15% = **\$41,800**
- **Total Budget Cost FY 2014/2015**

\$278,667 + \$45,771+ \$41,800 = \$366,238

After recording, please return to:
Clerk of the Board
Yavapai County
1015 Fair Street
Prescott, AZ 86305

**INTERGOVERNMENTAL AGREEMENT
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- 1 -

[File: 1908-004-0000-0000; Desc: Yavapai Co Law Enforcement Services 2014 5-23-14; Doc#: 192322v3](#)

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6. Indemnification and Insurance. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") 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 or as a result of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers; ~~The obligations under this Paragraph 6 shall survive the termination of this Agreement.~~

~~County shall purchase and maintain such insurance and designate Town as an additional insured in an amount deemed appropriate by Town with a minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for personal injury and one million (\$1,000,000) per occurrence/aggregate for property damage as will protect it and the Town from claims set forth below which may arise out of or result from County's operations under this Agreement, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Certificates of insurance acceptable to Town and designating the Town of Dewey Humboldt as an additional insured shall be filed with Town prior to commencement of this Agreement. The certificate shall contain a provision that coverage is supported and that the policies will not expire, be cancelled or changed during the term of this Agreement. Such insurance shall cover:~~

~~a. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees;~~

~~b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;~~

~~c. Claims for damages insured by usual personal injury liability insurance which are sustained (1) by any person as a result of any offense whether directly or indirectly related to the employment of such person by County or (2) by any other person;~~

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~~6.~~

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8. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
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10. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
11. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
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Town Manager
P.O. Box 69
Humboldt, AZ 86329

Yavapai County: Yavapai County
County Administrator
1015 Fair Street

- 4 -

File: 1908-004-0000-0000; Desc: Yavapai Co Law Enforcement Services 2014 5-23-14; Doc#: 192322v3

Prescott, AZ 86305

With copy to: Yavapai County Sheriff
255 East Gurley Street
Prescott, AZ 86301

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

~~14. **Recording.** This Agreement shall be recorded in the Office of the Yavapai County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.~~

~~15.~~ **14. Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

~~16.~~ **15. Employees.** The employees of one party hereto will not for any reason be considered employees of the other party.

16. Disposition of shared assets. Upon termination of this Agreement, any personal property acquired pursuant to this Agreement will become the property of the County, and any real property acquired pursuant to this Agreement will become the property of the Town.

17. Immigration Law Compliance Warranty. ~~As required by A.R.S. § 41-4401, County~~ the parties hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). County ~~The parties further warrants that after hiring an employee, County they verify~~ ies the employment eligibility of the employee through the E-Verify program. If County ~~the parties uses any subcontractor in performance of the enhanced law enforcement services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Contract.~~

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

~~17.~~

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APPROVALS

YAVAPAI COUNTY

TOWN OF DEWEY-HUMBOLDT

Rowle Simmons, Chair of the Board
Date: _____

Terry Nolan, Mayor
Date: _____

ATTEST:

ATTEST:

Ana Wayman - Trujillo, Clerk of the Board
Date: _____

Judy Morgan, Town Clerk
Date: _____

ACCEPTANCE AND CONCURRENCE:

Scott Mascher, Sheriff
Date: _____

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Dewey-Humboldt, who has determined that the agreement is in proper form and is within the powers and authority under the laws of this State to the Town of Dewey-Humboldt.

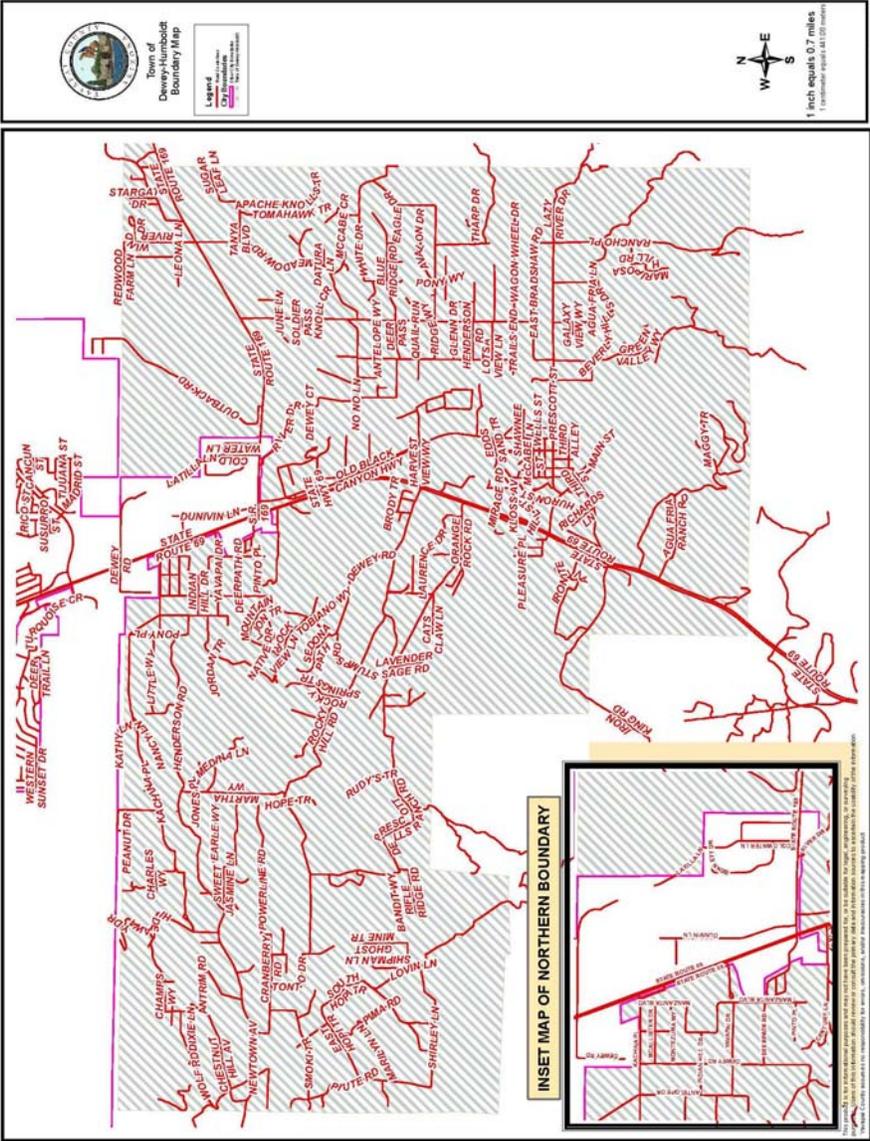
Deputy County Attorney

Susan Goodwin, Town Attorney

D/H SO IGA FY2011

ATTACHMENT 1

Yavapai County Sheriff's Office -Patrol Zone Map



ATTACHMENT 2

**DEWEY-HUMBOLDT/YAVAPAI COUNTY IGA
SCOPE OF SERVICE**

1. Ancillary Services.

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Yavapai County Sheriffs Office shall provide the following ancillary services:

- Canine unit
- SWAT team
- Mobile command post availability
- Animal Control Services
- Humane Society contracts
- VIP volunteer services
- Organizing Neighborhood Watch groups and conducting periodic Neighborhood Watch meetings.
- Organize Business Watch groups
- Perform security inspections for residences and businesses
- Facilitate "Community Advisory Partnership" meetings
- Organize or participate in community events with public safety displays or demonstrations to educate on drug awareness, burglary and theft prevention, personal safety and others.

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriffs Office Patrol Area 1 prior to the execution of this Agreement and are not subject to enhancement unless expressly provided herein.

2. Support Services.

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Yavapai County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary Services at the levels specified herein:

- Sergeant supervision
- Crime investigations
- Dispatch services.
- Clerical services and supplies
- Patrol vehicles to include payment of all costs of operation.

**Town of Dewey-Humboldt
Fiscal year 2014-2015**

Annual Personnel Costs \$278,667

\$49,698 Average Deputy Salary (62-16)
\$29,921 Employee Benefits
\$79,619 Total Salary + Benefits

Annual vehicle Costs \$45,771

2013/2014 \$.57/mile (includes fuel cost/maintenance/depreciation)
\$0.57/mile x 110 miles/shift (2) x 365 days/year = \$45,771
\$45,771 Total Annual Vehicle Cost

Support Services Costs \$41,800

Costs based on 15% of personnel costs

Budget Cost Summary

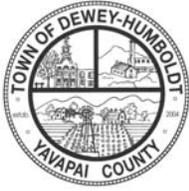
- **Personnel Costs**
YCSO is contracted to dedicate 1 Deputy Sheriff to the Town of Dewey-Humboldt for 20 hours per day between the hours of 6:00 AM and 2:00 AM daily.
20 hrs/day x 7 days/week = 140 hours/week

140hrs / wk
===== 3.5 deputies
40hrs / deputy / wk
\$79,619 x 3.5 deputies = \$278,667
- **Vehicle Costs**
\$0.57/mile x 110 miles/shift (2) x 365 days/year = **\$45,771**
- **Support Services Costs**
15% of Salaries

\$278,668 x 15% = **\$41,800**
- **Total Budget Cost FY 2014/2015**

\$278,667 + \$45,771+ \$41,800 = \$366,238

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TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8562 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR SESSION

June 3, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.2 Ordinance 14-106 Consolidated Election - Assumption of Duties.

To: Mayor and Town Council Members

From: Yvonne Kimball, Town Manager

Date submitted: May 30, 2014

Recommendation: Adopt Ordinance 14-106, as presented.

Summary:

Enclosed you will find Ordinance 14-106 which modifies when to assume an elected office based on the consolidated election law. It is a "clean-up" ordinance.

ORDINANCE No. 14-106

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF DEWEY-HUMBOLDT, ARIZONA CODE OF ORDINANCES, TITLE III ADMINISTRATION, CHAPTER 30 TOWN COUNCIL AND OFFICIALS, BY AMENDING § 30.015 TOWN COUNCIL GENERALLY RELATED TO ASSUMPTION OF OFFICE IN DECEMBER AFTER ELECTION; AND BY AMENDING § 30.045 ELECTION OF MAYOR, RELATED TO DIRECT ELECTION OF THE MAYOR; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

Now, Therefore, Be it ordained by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, as follows:

Section I. In General

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Section 30.15 Town Council Generally is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.15 Town Council Generally

* * *

(G) *Assumption of office.* Immediately prior to assumption of the duties of office, each Councilmember shall sign the Council Code of Ethics and take and subscribe to the oath of office. The oath shall be given by the Town Magistrate or by the Town Clerk. Councilmembers of the town shall assume the duties of office at the first regular meeting of the Council in ~~January~~ DECEMBER next following the date of the primary or general election at which the councilmembers were elected. Assumption of an elected office will result in the automatic resignation of all other town offices, elected or appointed.

The Town of Dewey-Humboldt, Arizona Code of Ordinances, Title III Administration, Chapter 30 Town Council and Officials, Section 30.045 Election of Mayor is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

§ 30.045 Election of Mayor.

* * *

(B) *Term of office.* The term of office of the Mayor shall be two years, except that to accommodate the Consolidated Elections Law, A.R.S. § 16-204, the term of the mayor elected in 2013 will end in ~~January, 2015~~ DECEMBER, 2014, at the time of assumption of duties by the mayor elected in the fall 2014 election.

Section II. Savings Clause

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance as amended is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section III. Repeal of Conflicting Ordinance

All other code provisions, ordinances, or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date hereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this ____ day of _____, 2014, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2014.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorneys
By Susan D. Goodwin

I, JUDY MORGAN, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA ON THE ____ DAY OF _____, 2014, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2014.

Judy Morgan, Town Clerk



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8562 • Fax 928-632-7365

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: 6.3.14

Date of Request: 3.27.14

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

REINSTATE THE CONCEPT OF "Community Nonprofit Program"

Purpose and Background Information (Detail of requested action): Financially

STRATEGIC Community Partnerships updated & adopted to current NPO (nonprofit organization) BEST PRACTICES

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: Former application, update document

Type of Presentation: VERBAL

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other: _____

Contact Person: ARLENE ALLEN

Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.

Application checklist and instructions.

- 1. NameoftheOrganization.
- 2. TypeofOrganization.
- 3. Priorities,Mission,orObjective.
- 4. Primarycontactforthegrantapplication. Provide Name, Title, contact numbers, email, mailing and physical addresses.
- 5. ChiefOfficer. Often the treasurer of the organization.
 - 5.1. This refers to the person responsible for accounting for the expenditures and providing the Post-project or event accounting as required for funding.
- 6. FederalTaxID.
- 7. RequiredItems.
 - 7.1. Price Quotes
 - 7.2. Private property approval form or letter from all necessary private property owners directly impacted by the project or event.
 - 7.3. The Organization's Federal Tax ID no.
 - 7.4. Evidence of community support. Submit all collected results (signed minutes of meetings, ballots, petitions, etc.) by your committee to show support of this grant application request.
 - 7.5. Financial Statement.
 - 7.6. Miscellaneous items. Attach any other items that show communication by the organization regarding the project or event; flyers, newsletters, applications. Attach brochures or other items such as sketched plans that may help illustrate the project.
- 8. ProjectorEventName.
- 9. Description: Explain how residents of the Town of Dewey-Humboldt will be impacted by the project or event? Describe how the project or event was chosen, and the process used to gather neighborhood support for the project or event (i.e., neighborhood meetings, door-to-door surveys, etc.)
 - 9.1. A critical component of any Strategic Community Partnership Grant is the community involvement and benefit. All residents of the community must be notified of the opportunity to propose and comment on projects or events.
 - 9.2. Applicants should carefully plan out and document how the community is going to be involved in the selection and execution of the project or event.
 - 9.3. What specific issue(s) are you trying to address with this project or event? How will the proposed project or event benefit the residents of the Town of Dewey-Humboldt?
 - 9.4. Would you be able to complete the project or event without the Strategic Community Partnership Grant?
 - 9.5. Who will be responsible for maintenance after the project is complete?
 - 9.6. Estimated project start date (actual date for events.)
 - 9.7. Estimated project completion date (actual date for events.)
 - 9.8. Has your organization received grant money in the past?
- 10. Signature. Sign, date, printed name and title.
- 11. ProgramBudget.
- 12. TotalFundingRequest.

Application Agreement

If the project or event is approved, the Town of Dewey-Humboldt will enter into an additional agreement with the grantee to ensure completion of the project or event as described in the application.

The grantee agrees to provide a post project or event accounting of expenses with documentation (copies of receipts and invoices), along with a written report on the project or event. Pictures highly suggested.

All physical improvements, whether on private property or the Town right-of-way, must be reviewed and comply with the Town code and be in accordance with all federal, state, and local laws.

In addition, the undersigned understands and fully acknowledges that, to the fullest extent allowed by law, they shall indemnify and hold harmless the Town of Dewey-Humboldt and its representatives, from and against all allegations, claims or damages arising from or resulting from any work or services with respect to the Strategic Community Partnership Grant Program project or event funding.

The undersigned certifies that the information in this application is true and complete and has been provided for the purpose of obtaining financial assistance from the Town of Dewey-Humboldt for the project or event described.

Signature

Date

Town of Dewey-Humboldt Representative

Date

Submit this signed document and the signed application to:

Town of Dewey-Humboldt
Finance Department
Strategic Community Partnership Program
2735 South Highway 69
Humboldt, AZ 86329

Proposal

Dewey Humboldt Community Partnership Program

Nonprofit Funding Partnerships serving DH Residents

DH had a nonprofit assistance program under previous management that served our community well by assisting NPO's who provided services to our community with funding prior to the downturn in the economy which caused most municipalities to eliminate this type of program. This is "matching grants" type program providing partial funding to their projects. DHCPP will facilitate those stable responsible 501 c3's serving our community to apply during an open cycle and internally allow the town to set aside a TBD amount of funding on an annualized basis for this program.

This offers an equal opportunity for all NPO's providing services in DH to apply for funding and the town to fairly distribute their philanthropic funding through a formal, open and competitive annual process.

We can return to a process based on the former DH Strategic Community Partnership Program with a revised application form that more accurately reflects procedures in today's NPO arena. DH will provide assistance to those NPO's who are supporting our community in an open, fair, controlled and annualized opportunity with oversight and ongoing reporting.

Process: *Note that all dates and process are open to change and are provided for illustration purposes only.*

1. July 2014: Announcement of annual open Program and application packets available via email.
2. September 2014: Application Submittal Deadline
3. October 2014: Council/Council Committee +staff review of packets and determination of awards
4. December 1, 2014: Announcement & Notifications of Awards
5. January/February 2015 Awards presented/checks mailed

Application will include: either fillable form or printed and field limitations to be set (TBD)

1. Name of organization
2. Type (copy of 501 c3) EIN #
3. Link to most recent 990 online (Guidestar or other)
4. Mission

5. CEO/ED contact info
Primary Grant contact Info
6. Areas Served and demographics of same. Specifics on how many DH residents they are currently serving and have served during the past 5 years.
7. Project Name & Descriptor
8. Is this a onetime project for a time certain or is this an ongoing program.
9. Start date for project. Completion of project or this phase of project.
10. How many DH residents will be served by this project and/or community impact of this project
11. Demographics of DH residents served
12. Total Project Budget. Complete and detailed
13. Total 2014 and 2015 Organization Budget or projected budget.
14. Should the Town of Dewey-Humboldt not fund this request or fund it in a lesser amount than requested how will you complete this project.
15. Total Funding Request

Respectfully submitted,

VM Arlene Alen
Town of Dewey-Humboldt



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-8562 ▪ Fax 928-632-7365

TOWN COUNCIL REGULAR SESSION
June 3, 2014, 6:30 p.m. Town Council Meeting Chambers

Agenda Item # 9.4 Discussion and possible action regarding acquisition of property through donation and possibly to approve Resolution No. 14-111, authorizing and directing the Town Manager and Town Attorney to obtain a legal description, preliminary title report and phase I environmental site assessment and take other necessary actions preparatory to acquisition of real property located in Dewey-Humboldt at 12938 E. Main Street (402-10-026A) on behalf of the Town and directing the Town Manager to present the above information to the Council for possible approval to proceed with the acquisition.

To: Mayor and Town Council Members
From: Yvonne Kimball, Town Manager

Date submitted: May 30, 2014

Recommendation: Adopt Resolution 14-111.

Summary:

A couple of weeks ago, the Peters family advised me of their intention to donate their property located at 12938 E. Main St., to the Town of Dewey Humboldt for general governmental purposes. The property's parcel ID number is 402-10-026A. It contains 0.71 acres and is zoned as C1. The land is vacant and appears flat. It is located across the street from the Museum building.

The resolution is for the Council to authorize staff to conduct preparatory work should you decide to consider accepting the property. I believe the donation would be advantageous for the Town.

RESOLUTION NO. 14-111

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, ARIZONA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN ATTORNEY TO OBTAIN A LEGAL DESCRIPTION, PRELIMINARY TITLE REPORT AND PHASE 1 ENVIRONMENTAL SITE ASSESSMENT AND TAKE OTHER NECESSARY ACTIONS PREPARATORY TO ACCEPTING A DONATION OF REAL PROPERTY located at 12938 E. Main St., Dewey-Humboldt, AZ.

WHEREAS, the continued growth and development of the Town of Dewey-Humboldt requires the acquisition of certain real property; and

WHEREAS, a resident of the Town has offered to donate certain real property for general public purposes and the Town Council has determined that acceptance of the real property would be a benefit to the Town and its residents; and

WHEREAS, prior to acquisition of such property, the Town must take certain actions preparatory to acceptance of the donation of real property,

NOW, THEREFORE BE IT RESOLVED by the Common Council of the Town of Dewey-Humboldt, County of Yavapai, Arizona:

1. That the Town Manager and Town Attorney are hereby authorized and directed to obtain a legal description for the real property to be donated to the Town for general public purposes, to obtain a preliminary title report and to obtain a Phase 1 Environmental Site Assessment on the property and to take other necessary actions preparatory to accepting a donation of the real property located at 12938 E. Main St. for general public purposes; and
2. That the Town Manager is directed to present the above information to the Council for possible approval to proceed with the acquisition.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona this ___ day of _____, 2014.

Terry Nolan, Mayor

ATTEST:

Judy Morgan, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorney
By: Susan D. Goodwin