

**SPECIAL "REGULAR" MEETING NOTICE  
TOWN COUNCIL OF DEWEY-HUMBOLDT  
TUESDAY, JUNE 24, 2014, 6:30 P.M.**

**COUNCIL SPECIAL "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.**

**3.1. Town Council.** 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.

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

**6. Consent Agenda.**

**6.1. Minutes.** Minutes from the May 13, 2014 Special Budget Workshop #3.

**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.

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**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.

**9.1. Fiscal Year 2014-2015 Budget Adoption Resolution 14-112.** Possible adoption, rejection and /or postponing adoption.

**9.2. Yavapai County Elections Service Agreement.** Possible adoption, rejection, adoption with modification and/or postponing adoption.

**9.3. Annual Unified Emergency Management Intergovernmental Agreement.** Possible adoption, rejection, adoption with modification and/or postponing adoption.

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**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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**10. 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.

**11. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, July 1, 2014, at 6:30 p.m.

Next Planning & Zoning Commission Meeting: Thursday, July 3, 2014, at 6:00 p.m.

Next Town Council Work Session: Tuesday, July 8, 2014, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto: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.

**TOWN OF DEWEY-HUMBOLDT  
TOWN COUNCIL  
SPECIAL "BUDGET" SESSION WORKSHOP #3 MINUTES  
TUESDAY, MAY 13, 2014, 9:00 A.M.**

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

1. **Call To Order.** The meeting was called to order at 9:04 a.m.
2. **Roll Call.**
  - 2.1. **Town Council.** Town Council Members Jack Hamilton, Mark McBrady (absent at roll call, arrived at 9:54 a.m.), Dennis Repan, Nancy Wright; Vice Mayor Arlene Alen; and Mayor Terry Nolan were present. Council member Sonya Williams-Rowe were absent.
3. **FY 2014-15 Budget Deliberation.** Legal Action can be taken. Council deliberation and possible action to modify Preliminary Budget content.
  - 3.1. **Review of Preliminary Budget by Funds and Departments (General Fund – Revenues, Expenditures: Town Council and Management, Town Clerk, Finance, Legal, IT, Magistrate Court, Public Safety, Engineering, Public Works, and Community Development, non-Departmental; HURF – Revenues, Expenditures: Engineering, Public Works; Grant Fund).**

Town Manager Kimball reviewed where Council had left off on the budget at the last meeting. Council will look at HURF and the following pending issues: Agua Fria Festival, Museum, Public Works-third employee. Ms. Kimball spoke on requiring an accountability contract if granting funds for either the Museum or the Agua Fria Festival.

DHHS Museum - Ruth Thomas, Treasurer of the D-H Historical Society spoke to the Council on a possible rent increase of \$30/month and increase in utility costs; the DHHS holding a successful Pioneer Day event. She answered council questions on the financial standing of the 501C3 (IRS obligations for 2013 are fulfilled); fundraising efforts and grants received; DHHS requesting \$7200 for 1-year's rent when the current 1-year's rent is \$7560.

There was discussion on last year's decision to fund but stipulated to have it be the last year; possibly doing a phased withdrawal of support; how the museum benefits the town. Council decided to wait until a full council can vote on this decision.

Agua Fria Festival – Bob Greene, representative for the Lions' Club and the Festival spoke to the Council on why the festival was turned over to the Lion's Club (lack of volunteers to produce the festival); the need for additional funding to hold the festival; the return on investment for the town in previous years; having to rebuild the festival since it was not held last year. He answered council's questions on rentals; discounts, fundraising, donations, and advertising.

Council discussed when the decision on the discretionary funding/spending items may occur and their priority for funding these requests.

Mr. Greene left the meeting. There was discussion on the amount invested in the past for the festival and the ROI to the town; whether this was a sponsorship or a grant; if the Lions' Club will return anything to the town; what the benefit is to the citizens of this town; how

the monies from the festival account are being handled since being transferred to the Lions' Club.

Councilmember McBrady arrived to the meeting at 9:54 a.m.

There was more discussion on what the agreement was between the Lions' Club and the Festival (only providing the manpower to put on the festival). Council agreed they wanted to have someone from the Lions' Club come to talk with the Town Council on the financial situation between the Lions' Club and the Festival.

3<sup>rd</sup> Public Work Employee justification – Public Works Supervisor Ed Hanks spoke to the Council on the additional work that is being done with the extra Public Works employee, reviewing what has specifically been done over the period of additional staffing (in-house versus outside provider). There was discussion on rental equipment; drainage projects; switch from reactive to proactive for road work; town's next equipment purchase needs (water wagon and excavator); storage for equipment.

Old Black Canyon Highway – Town Manager Kimball spoke on information coming in the day before from Councilmember Hamilton regarding this issue. Councilmember Hamilton asked Council about whether to put Old Black Canyon Highway on the 6-year maintenance plan or not. There was discussion on the town's liability with the road; expense for establishing legal ownership; legal questions that would need to be answered before maintaining road.

Mr. Hanks spoke on the cost to get the road (existing paved portion) up to a maintenance standard – 1) On-call contract work \$122k; 2) 2-year phase 1<sup>st</sup> year in-house work \$24k and second year on-call contract \$105k; 3) all hot-patch repair done in-house – total cost \$81k. There was discussion on bringing the unpaved section up to a standard as well. There was discussion on how adding OBC Highway into the 6-year plan would impact that plan. There was more discussion on liability and how to fund this additional work.

Council discussed sending CM questions on OBC Highway for the attorney to answer at a special meeting work session in July. Councilmember Hamilton stated he would not approve the budget unless Old Black Canyon Highway is included in the budget on 6-year maintenance plan. This special OBC meeting with the attorney will be arranged.

Town Manager Kimball spoke on new revenue numbers. She reviewed those things that affect this: No impact fees collected next year, interest from investments added, Engineering design for the trailhead grant and foothill drainage projects; consideration of purchasing Public Works equipment (water wagon and excavator). Ms. Kimball explained the purchase of heavy equipment would only occur if available used. Similar level of service has been budgeted as last year. Increased costs for chip seal was discussed. There were questions on which roads get done each year and how much money is in HURF fund account.

Additional Truck Purchase – Ms. Kimball spoke on her recommendation to purchase a third pick-up truck to add to the current 2-truck town fleet. Currently staff uses personal vehicles when town vehicles should be used. Council directed staff to bring this item back with the other items that the council will deliberate on when a full council is present, along with a new printout of what the current budget looks like, at the next meeting.

### **3.2. Future meeting scheduling and additional budget-related discussion topics.**

There was discussion on whether and so when to add an additional budget meeting. Additional 9am budget meeting is scheduled for May 20<sup>th</sup>.

4. **Comments from the Public.** None.

5. **Adjourn.**

Councilmember Hamilton made a motion to adjourn the meeting, seconded by Councilmember Repan. It was approved unanimously. The meeting was adjourned at 12:11 p.m.

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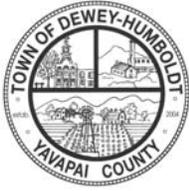
Terry Nolan, Mayor

ATTEST:

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Judy Morgan, Town Clerk

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

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**TOWN COUNCIL "SPECIAL" REGULAR SESSION**  
**June 24, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.1. Fiscal Year 2014-2015 Budget Adoption Resolution 11-112.**  
Possible adoption, rejection and /or postponing adoption.

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

**Date submitted: June 19, 2014**

**Recommendation: Adopt Resolution 14-112**

**Summary:**

After four months, five three-hour long budget discussions, the Council made and agreed to some final changes to the budget at the June 17<sup>th</sup> meeting. The Public Hearing also took place as advertised on June 17, 2014. A copy of the final budget has been provided to the Council separately. A summary sheet is enclosed with this memo. The total budget expenditure is \$3,951,023 which is lower than the state expenditure limitation and the total Tentative Budget expenditure of \$4 million.

The fiscal year 2014-2015 begins on July 1, 2014. Upon your adoption of the FY2014-2015 Budget, staff will proceed with publication of the budget book and other posting tasks that are required by law.

On behalf of town staff, I would like to thank the Council for your guidance and dedication to the process. I also would like to thank the citizens who have provided input to the document. Lastly, this Budget would not be produced without vital contribution from all staff members. I look forward to the new fiscal year.

**RESOLUTION N<sup>o</sup> 14-112**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF DEWEY-HUMBOLDT, COUNTY OF YAVAPAI, ARIZONA, ADOPTING THE DEWEY-HUMBOLDT FY2015 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, the Town of Dewey-Humboldt has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities; and

**Whereas**, the Town of Dewey-Humboldt FY2015 Budget (the "Budget") has been developed by the Town of Dewey-Humboldt to deliver quality services in an affordable, efficient and cost-effective basis providing full value for each tax dollar; to maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the Town of Dewey-Humboldt; and to have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the Town's residents; and

**Whereas**, the Budget has been carefully reviewed by Council, who believes that it fairly provides for the provision of public goods and services furthering the health, safety, and welfare of the Town's citizens.

**Now, Therefore**, Be it resolved by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona:

1. The Dewey-Humboldt FY2015 Budget shall be adopted as follows:
  - 1.1. The Budget is hereby adopted as an official Budget of the Town of Dewey-Humboldt for fiscal year 2015 (beginning on July 1, 2014, and ending on June 30, 2015).
  - 1.2. The Budget shall be implemented, monitored, and maintained by the officials and staff of the Town for a period of one year (FY2015) with the support of this resolution.
2. Effective Date. That this resolution shall be effective as of the 1<sup>st</sup> day of July 2014.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Dewey-Humboldt, Arizona, this \_\_\_ day of June 2014.

\_\_\_\_\_  
Terry Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Judy Morgan, Town Clerk

\_\_\_\_\_  
Town Attorney

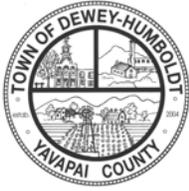
**Town of Dewey Humboldt**  
**Budget Summary**  
**General Fund, HURF (Special Revenue) Fund and Grants Fund**  
**2014-2015**

	General Fund	HURF Fund	Subtotal of General and HURF Funds	Grants Fund	2014-15 Total
<b>REVENUES</b>					
<i>Local Taxes</i>	380,000		380,000		380,000
<i>Permits and Fees</i>	56,000	-	56,000		56,000
<i>Intergovernmental</i>	1,038,150	290,037	1,328,187	1,877,000	3,205,187
<i>Fines, Forfeitures and Penalties</i>	25,650		25,650		25,650
<i>Interest Earnings</i>	5,000	500	5,500		5,500
<i>Miscellaneous</i>	200		200		200
	<u>1,505,000</u>	<u>290,537</u>	<u>1,795,537</u>	<u>1,877,000</u>	<u>3,672,537</u>
<b>Total Revenues</b>					
<b>EXPENDITURES</b>					
<i>Town Council, Mgt &amp; Legal</i>	173,599		173,599		173,599
<i>Magistrate Court</i>	86,837		86,837		86,837
<i>Public Safety</i>	380,238		380,238		380,238
<i>Town Clerk</i>	207,022		207,022		207,022
<i>Finance</i>	85,172		85,172		85,172
<i>IT Support</i>	41,980		41,980		41,980
<i>Com. Devel. &amp; Library</i>	219,242		219,242		219,242
<i>Public Works &amp; Engineering</i>					
<i>Operational</i>	266,572	92,000	358,572		358,572
<i>Capital Expenditures</i>	30,000	251,360	281,360	1,877,000	2,158,360
	<u>1,490,663</u>	<u>343,360</u>	<u>1,834,023</u>	<u>1,877,000</u>	<u>3,711,023</u>
<b>Total Expenditures</b>					
<i>Excess of Revenues over (under) Expenditures</i>	14,337	(52,823)	(38,486)		(38,486)
<b>Other (Uses)</b>					
<i>Operating Contingency</i>	(240,000)	-	(240,000)		(240,000)
<b>Net Increase (Decrease) in Fund Balance</b>	<u>(225,663)</u>	<u>(52,823)</u>	<u>(278,486)</u>	-	<u>(278,486)</u>
<b>Fund Balance at the Start of the Year</b>	<u>2,899,668</u>	<u>372,947</u>	<u>3,272,615</u>	-	<u>3,272,615</u>
<b>Fund Balance at the End of the Year</b>	<u>2,674,005</u>	<u>320,124</u>	<u>2,994,129</u>	-	<u>2,994,129</u>
<b>Summary</b>					
<i>Committed for Contingency</i>	240,000	-	240,000		240,000
<i>Committed for Reserves</i>	654,920	-	654,920		654,920
<i>Unassigned Fund Balance</i>	<u>1,779,085</u>	<u>320,124</u>	<u>2,099,209</u>	-	<u>2,099,209</u>
<b>Total Fund Balance</b>	<u>2,674,005</u>	<u>320,124</u>	<u>2,994,129</u>	-	<u>2,994,129</u>



**EXPENDITURE SUMMARY BY FUNDING SOURCE (REVENUE)**

	<b>GENERAL REVENUES</b>	<b>HURF REVENUES</b>	<b>GRANTS</b>	<b>CASH FUND BALANCE ALL FUNDS</b>	<b>TOTAL</b>
<b>Estimates of Revenues and Expenditures</b>					
Revenues and Available CF Balance	1,505,000	290,537	1,877,000	278,486	3,951,023
<b>Expenditures</b>					
Town Council	173,599				173,599
Magistrate	86,837				86,837
Public Safety	380,238				380,238
Town Clerk	207,022				207,022
Finance	85,172				85,172
Legal & IT Support	41,980				41,980
Cost Over-run Contingency				240,000	240,000
Community Development	219,242				219,242
Public Works & Engineering					
Operational	266,572	92,000			358,572
Capital Expenditures	30,000	251,360	1,877,000		2,158,360
Other					-
<b>Budgeted Expenditures</b>	<b>\$ 1,490,663</b>	<b>\$ 343,360</b>	<b>\$ 1,877,000</b>	<b>\$ 240,000</b>	<b>\$ 3,951,023</b>



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

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**TOWN COUNCIL "SPECIAL" REGULAR MEETING**

**June 24, 2014 -6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.2. Yavapai County Election Services Agreement.** Possible adoption, rejection, adoption with modifications and/or postponing adoption.

**To: Mayor and Town Council Members**

**From: Judy Morgan, Town Clerk**

**Date submitted: June 17, 2014**

**Recommended action:** Adopt the Yavapai County Election Services Agreement as presented.

**Summary:** The Town of Dewey-Humboldt has held an agreement with the Yavapai County Elections office to conduct their elections since the Town's incorporation. Some of those Election services are as follows: conducting and noticing of the Logic and Accuracy Test (ballot tabulation equipment); Ballot preparation and printing; obtain vote centers and poll workers; Early Ballots; Process ballots (testing, tabulation, audit); signature verification.

With the passing of the consolidated election bill there are considerable changes to how jurisdictions in Yavapai County will have to conduct their elections. Two significant changes are: no all-mail elections; more races on the ballot increase costs, which increase fees. The County has issued a new Election Services Agreement to all the jurisdictions within Yavapai County to address the changes.

The Town's Attorney reviewed the IGA and requested amendments to the indemnification clauses (#6 and #13) in the Election Services IGA. I was notified by our Town Attorney that the County's Attorneys have declined to make those changes. The IGA before you, reflects the County approved language.

The Town Attorney's conclusion is that the Town probably has no option but to approve the IGA as presented. She advised us of the legal consequences: in the event the County is negligent and someone sues the Town for damages, the Town probably must defend that suit. In the event someone sues the County for negligence related to the County's actions, the Town must defend that suit. However, most likely, the Town has insurance to cover the defense.

I have also been in contact with other municipalities regarding the outcome of their IGA. I will have some information for the Council at the meeting. However, I agree with the Town attorney, we have no other realistic option but to accept the IGA.

## INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

**THIS AGREEMENT**, by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the "COUNTY") and \_\_\_\_\_, (the "JURISDICTION").

**WHEREAS**, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

**WHEREAS**, the COUNTY is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct vote center elections unless a vote center election is expressly required by state or federal statute; and

**WHEREAS**, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to, primary, general, and special elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.
- 2. Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted at vote centers. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted at vote centers. The COUNTY may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at vote centers. The COUNTY will not provide services for exclusively vote-by-mail elections during the state primary and general elections.
- 3. Special Taxing Districts.** As provided in A.R.S. §§48-802(D)(4), 48-1012(E), 48-1082(E), 48-1092(E), 48-1908(C), and 48-2010(A), if the number of candidates is less than or equal to the number of vacancies, the Yavapai County Board of Supervisors may cancel the election for the position and appoint the person(s) who filed the nominating petition(s) to fill the position(s).

**4. Compensation.**

- a. Fees.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Yavapai County Special Districts Fee Schedule posted online at [www.yavapai.us](http://www.yavapai.us). The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: hand count audit, court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the JURISDICTION should refer to unit and hourly pricing information as set forth on the fee schedule. The COUNTY reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into this Agreement in effect at the time of revision.
  
- b. Late Fees.** Payment for all costs associated with the provision of services pursuant to this Agreement shall be made in full no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.
  
- c. Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

**5. Discounts.** The COUNTY has established a discounted fee rate for JURISDICTIONS that provide assistance, meeting sites free of charge or rent, or other services for COUNTY-administered elections.

- The JURISDICTION has elected to decline to receive discounted rates for providing assistance, meeting sites free of charge or rent, or other services.
  
- The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein and will provide the two services indicated below.

- a. Services the JURISDICTION Will Provide.** The JURISDICTION and the COUNTY agree that the following two checked services will be provided by the JURISDICTION as consideration for the COUNTY's provision of election services at the discounted rates as set forth in the Special Districts Fee Schedule posted online at [www.yavapai.us](http://www.yavapai.us).

JURISDICTION will provide (check 2)	Service	COUNTY Approval (Initials)
<input type="checkbox"/>	The JURISDICTION will serve as a ballot drop-off site for any election that the COUNTY requests. Duties are outlined in Exhibit 2.	____ ____
<input type="checkbox"/>	The JURISDICTION will serve as a ballot replacement site for any Election that the COUNTY requests. Duties include: supplying replacement ballots and/or affidavit envelopes to voters, auditing and logging replacement ballots, verifying correct voter registration, and securing all ballots.	____ ____
<input type="checkbox"/>	The JURISDICTION agrees to provide at least one vote center or poll worker training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.	____ ____
<input type="checkbox"/>	The JURISDICTION agrees to provide at least five poll workers or two Election Day Technicians (EDTs). A poll worker must be able to perform any of the following duties: voter check-in, ballot distribution, voter assistance, equipment setup, and/or poll worker supervision. An EDT provides information technology support to poll workers. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as poll workers or EDTs. Poll workers and EDTs will receive from the JURISDICTION the normal compensation for the position worked.	____ ____
<input type="checkbox"/>	The JURISDICTION agrees to act as a conditional provisional ID check site in accordance with A.R.S. §16-584 at no cost to the COUNTY. This check involves verifying voters' identification when they have not provided sufficient ID at their vote center. This will be required for 3 to 5 business days after election day for any vote center election.	____ ____

**b. Advance Notice.** The COUNTY hereby agrees to provide the JURISDICTION with at least 30 days notice of any election where the services agreed to above are required.

**c. Discounted Fee Rates; Adjustment of Fees.** The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, generals, and special elections. The COUNTY reserves the right to adjust election service fees

- and discounts annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into the Election Services Agreement in effect at the time of revision. Failure by the JURISDICTION to provide the agreed-upon services selected under this Agreement shall result in the discounted fee rate being null and void.
- 6. Conduct of Elections.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and approval by the COUNTY prior to the distribution of such materials or documents.
- 7. Term of Agreement.** The initial term of this Agreement shall expire on December 31, 2015. Thereafter, the Agreement shall be automatically renewed for successive one-year terms and shall continue in full force and effect until terminated as provided herein.
- 8. Termination**
- a. Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
- b. Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
- c. Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Non-breaching Party may terminate this Agreement without further notice.
- 9. Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
- 10. Non-Discrimination.** The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that

applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

**11. E-Verify; Government Procurement.** The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

**12. Worker’s Compensation.** 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.

**13. Indemnification.** 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 shall survive the termination of this Agreement.

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**Exhibit 1**

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES  
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Yavapai County Election Services Agreement are allocated as follows:

TASK	TO BE PERFORMED BY:	
	County	Jurisdiction
If applicable, obtain pre-clearance of election changes from Department of Justice (Copy of submission to be forwarded to the COUNTY)		X **
Publish Call of Election (May be forwarded to the COUNTY for review)		X *
Publish Legal Advertising, Notices, etc. (May be forwarded to the COUNTY for review)		X *
Approve final ballot proof (Required JURISDICTION signoff)		X **
Attend and certify official Logic and Accuracy (L&A) Test		X
If applicable, submit agenda item to County Board of Supervisors for election cancellation	X	
Order ballots (Invoices will be sent directly to jurisdiction for all elections except biennial Primary and General)	X	
If applicable, obtain vote centers and poll workers	X	
Publish Logic & Accuracy Test notice	X	
Perform Logic & Accuracy Test	X	
Mail Vote by Mail Ballots and Early Ballots	X	
Process ballots which includes testing, tabulation, and audit	X	
Perform signature verification on ballot affidavits and provisional ballots	X	

*\* For a countywide election, the COUNTY is responsible for this task.*

*\*\* For a countywide election, the JURISDICTION is only responsible for its portion.*

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

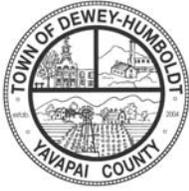
1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COUNTY CONTACT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING, AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

**Exhibit 2****INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES  
BALLOT DROP BOXES**

JURISDICTIONS who are provided with COUNTY ballot drop boxes hereby agree to the following additional responsibilities:

1. The COUNTY will issue ballot drop box keys to the JURISDICTION. These keys remain COUNTY property and must not be duplicated. The JURISDICTION agrees to keep keys in a secure location and allow only authorized staff or COUNTY-designated employees access to keys.
2. The JURISDICTION shall “open” all COUNTY ballot boxes on the first day of early voting as instructed by the COUNTY, depending on the specific election.
3. The JURISDICTION shall maintain and check for ballots in all COUNTY ballot boxes periodically throughout the early voting period and on election night at 7 p.m.
4. The JURISDICTION shall promptly notify the COUNTY if a ballot box is at risk of becoming full and a ballot pickup needs to be scheduled.
5. The JURISDICTION shall “close” and secure all COUNTY ballot boxes from accepting any more ballots promptly at 7:00 p.m. on election night.
6. The JURISDICTION may be instructed to call the COUNTY with the number of ballots dropped off on election night, depending on the specific election.
7. The JURISDICTION shall promptly report to the COUNTY any damage and/or graffiti to the COUNTY ballot drop box.
8. The JURISDICTION shall provide written, advance notice to the COUNTY of any additional uses of the COUNTY ballot drop boxes.

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

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**TOWN COUNCIL "SPECIAL" REGULAR SESSION**  
**June 24, 2014, 6:30 p.m. Town Council Meeting Chambers**

**Agenda Item # 9.3. Yavapai County Annual Unified Emergency Management Intergovernmental Agreement (IGA).** Possible adoption, rejection, adoption with modification and/or postponing adoption

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

**Date submitted: June 19, 2014**

**Recommendation: Accept the IGA**

**Summary:**

This is a continuous IGA between the Town and Yavapai County Emergency Management Office to provide services listed in the attached cover letter from the Emergency Management office. The Town Attorney has reviewed the IGA and accepted the terms from a legal perspective. The cost for service is \$1,674 for FY 14-15, which has been budgeted.



**YAVAPAI COUNTY**  
**Office of Emergency Management**

1100 Commerce Drive, Prescott, Arizona 86305

Phone (928) 771-3321

Fax (928) 771-3323

[www.regionalinfo-alert.org](http://www.regionalinfo-alert.org)

May 23, 2014

Ms. Judy Morgan, Clerk  
Town of Dewey Humboldt  
PO Box 69  
Humboldt, AZ 86329

Re: Annual Unified Emergency Management IGA

Dear Ms. Morgan:

Enclosed is the Unified Emergency Management Intergovernmental Agreement (IGA) for fiscal year July 1, 2014 through June 30, 2015. Please obtain the appropriate signatures and **return all three originals to the office of Yavapai County Emergency Management** at your earliest convenience.

The IGA will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

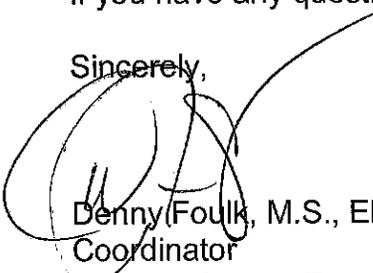
Some benefits provided to the City during the past year include:

- Notification of hazardous conditions
- Update of Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost
- Exercise Development

Please forward the attached invoice to your Finance Department. Please remit payment to Yavapai County Office of Emergency Management no later than October 31<sup>st</sup>, 2014.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

  
Denny Foulk, M.S., EMHS  
Coordinator  
Yavapai County Emergency Management

Enclosures

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF  
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the TOWN OF DEWEY-HUMBOLDT, a municipal corporation of the State of Arizona, hereinafter called "Town" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Town shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Town. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the Town:
  - a. Include emergency operations of the Town in the County Disaster Response Plan (DRP) covering emergencies and disasters;
  - b. Aid and advise the Town with regards to training of employees that may be responsible for emergency management duties;
  - c. Review the Town Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan and State Emergency Operations Plans and improvements and updates as necessary.

- d. Provide assistance to the Town to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Town departments effected by said plans and programs;
- e. Assist the Town with developing and/or updating a current inventory of all equipment and supplies available in the Town for use in the event of any disaster;
- f. Provide a current inventory of all equipment and supplies available in the County to assist the Town in the event of any disaster;
- g. Provide technical assistance in obtaining Federal or State funds which may become available to the Town for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the Town;
- h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
- i. In the event of disaster confined to the Town, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.

4. That the Town shall:

- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
- b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by Town officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.
- c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the Town;
- d. Accept responsibility to maintain and keep current the Town Disaster Response Plan and Guides;
- e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Town;

f. Budget and contribute to the County for the fiscal year commencing July 1, 2014 and ending June 30, 2015, the sum of \$1,674.00.

5. It is hereby mutually agreed:

- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
- b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisor's, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
- d. The term of this agreement is for one year commencing July 1, 2014, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
- e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY

A political subdivision of the State of Arizona

By: \_\_\_\_\_ Date: \_\_\_\_\_

ROWLE P. SIMMONS  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_

ANNA WAYMAN-TRUJILLO  
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

\_\_\_\_\_ Date: \_\_\_\_\_

JACK FIELDS  
Deputy County Attorney

TOWN OF DEWEY-HUMBOLDT  
A municipal corporation of the State of Arizona

By: \_\_\_\_\_ Date: \_\_\_\_\_

TERRY NOLAN  
Mayor

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_

JUDY MORGAN  
Town Clerk

Pursuant to ARS ' 11-952 (D), the undersigned Town Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Dewey-Humboldt.

\_\_\_\_\_ Date: \_\_\_\_\_

SUSAN GOODWIN  
Town Attorney

## Attachment A

### LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

# Yavapai County

## EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

### SERVICES:

- 24/7 Real Time Hazard Alert/notifications/bulletins
- 24/7 Emergency alternative communications capability
- Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- Disaster Response Plan, Continuity Plan development and maintenance
- Homeland Security Grant Participation
- Risk/Hazard Analysis
- Staff Training (EOC, Disaster Plan, Continuity Plans)
- Liaison to State and Federal Resources
- Public Education Program development and implementation assistance
- Hazard mitigation analyses and plan development
- Exercise Development/Training/Implementation/Evaluation
- Emergency Management, NIMS, Homeland Security Training
- EPA/LEPC Representation
- Special Studies/Projects
- Damage Assessments
- Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives
- Other Emergency Management support as needed

**RATE:** \$.43 per person, per year based on the latest census.



# INVOICE

**Yavapai County  
Emergency Management**  
1100 Commerce Drive  
Prescott, AZ 86305

**DATE:** July 1, 2014  
**INVOICE #** 14521-6  
**FOR:** *Unified  
Emergency  
Management  
Agreement*

**Bill To:**  
Town of Dewey Humboldt  
Ms. Judy Morgan, Clerk  
P.O. Box 69  
Humboldt, AZ 86329

DESCRIPTION	AMOUNT
Services provided by an IGA 2014-2015 to establish Unified Emergency Management with Yavapai County (See IGA Attachment B)	\$1,674.00
<b>TOTAL</b>	<b>\$ 1,674.00</b>

Make check payable to: **Yavapai County Emergency Management**  
Due: October 31st, 2014